THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOMAFFECTING 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 – April 23, 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 Robertson.

3. Pledge of Allegiance to the Flag.

4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Presentations:

A. Updates to the Florida Transportation Plan and the Strategic Intermodal System Policy Plan, to be presented by representatives of the Florida Department Transportation; and

B. Certificates of Appreciation for the following individuals who were instrumental in the success of the "Youth Resource Expo" that was held on March 30, 2015, at the Marie K. Young/Wedgewood Community Center:

- Tim Putman, Executive Director - Children's Home Society of Florida - Western Division
- Eunicia Giuchici - Children's Home Society of Florida
- Joseph Snow, RCO - Corrections Department
- Public Works Division
  -Art Mead
  -Tony Reyes
  -Aaron Smith
- Community Affairs Department
  -Shurlitha Jones
  -Leroy Williams
  -Carla Jones

7. Proclamation.

Recommendation: That the Board adopt the Proclamation commending and congratulating Chief K.C. Fehl on his countless hours of volunteer dedication and service to Escambia County. It takes a very special person to be a Fire Chief and equally so, a Fire Chief's Wife. We wish Chief K.C. Fehl and his wife, Susan Fehl, the very best in his well deserved retirement.

8. Written Communication.

March 31, 2015, communication from Karen L. Atkins requesting that the Board waive any late fees and interest pertaining to the Municipal Services Benefit Unit Special Assessment Lien that has been placed on the property she owns located at 1307 Maldonado Drive, Pensacola Beach, Florida.

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 for consideration of the vacation of a Drainage Easement off Water Spray Terrace, on the Board's own motion.

Recommendation: That the Board take the following action concerning the vacation of a 20' wide Drainage Easement off Water Spray Terrace, on the Board's own motion:

A. Approve the vacation of a 20-foot-wide Drainage Easement off Water Spray Terrace;

B. Adopt the Resolution to Vacate; and

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

[Funding Source: Fund 352, LOST III, Cost Center 210107, Object Codes 56101/56301, Project #14EN2592, Innerarity Point Drainage]

11. 5:32 p.m. Public Hearing for consideration of the Fiscal Year 2014/2015 Grant Application for FTA 5307 funding for planning and capital assistance for mass transit projects for ECAT.

Recommendation: That the Board take the following action concerning the Fiscal Year 2014/2015 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for $2,037,383 in Federal assistance on mass transit projects;

B. Approve, or amend and approve, the Grant Application after receiving comments at the Public Hearing;

C. Adopt the Resolution authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from the FTA;

D. Authorize the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management (TEAM) System, using the authorized passwords of the Chairman and the County Attorney, where necessary; and

E. Authorize the Chairman or the County Administrator to sign all documents associated with this Grant, subsequent to Legal review, without further action of the Board.

[The Fiscal Year 2014/2015 Capital Grant Application has been included in the approved Fiscal Year 2015 County Budget]

12. 5:33 p.m. Continuation of April 9, 2015, 5:32 p.m. TEFRA Public Hearing for consideration of authorizing the issuance, by the Wisconsin Public Finance Authority, of not-to-exceed $50,000,000 in revenue bonds, on behalf of the American Agape Foundation, Inc., or one of its affiliates, for the purpose of financing or refinancing the costs to acquire and rehabilitate certain residential rental housing communities, including, but not limited to, Oakwood Terrace located at 700 West Truman Avenue, Pensacola, Florida 32505.

Recommendation: That the Board take the following action concerning the issuance, by the Wisconsin Public Finance Authority (the "Issuer"), of not-to-exceed $50,000,000 in revenue bonds (the "Bonds"), on behalf of American Agape Foundation, Inc., or one of its affiliates (the "Company"), for the purpose of financing or refinancing the costs to acquire and rehabilitate certain residential rental housing communities, including, but not limited to, Oakwood Terrace located at 700 West Truman Avenue, Pensacola, Florida 32505:

A. Ratify the scheduling of the April 9, 2015, Public Hearing and publication of the Notice of the Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for consideration of authorizing the issuance of the Bonds and advertising of the Notice of Public Hearing;

B. Conduct the TEFRA Public Hearing; and

C. Following the Public Hearing, adopt and authorize the Chairman to execute the Resolution authorizing the issuance and sale of the Bonds, upon the terms established therein. The Bonds will not be issued by the County nor obligate the credit of the County or pose any obligation or liability for the County.

13. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the February 2015 Returns received in March 2015

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the February 2015 returns received in the month of March 2015, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the sixth month of collections for the Fiscal Year 2015; total collections for the month of February 2015 returns was $412,271.39; this is an 8.11% increase over the February 2014 returns; total collections year-to-date are 13.99% more than the comparable time frame in Fiscal Year 2014.

2. Recommendation Concerning Acceptance of the March 2015 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended March 31, 2015, as required by Ordinance Number 95-13; on March 31, 2015, the portfolio market value was $272,293,073 and portfolio earnings totaled $133,332 for the month; the short-term portfolio yield was 0.20%, which should be compared to the S&P Government Index Pool Index 30-Day Benchmark of 0.13%; the enhanced cash portfolio achieved a yield of 0.51%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.27%; the long-term CORE portfolio achieved a total return of 0.43%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.42%.

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

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

A. The *Pensacola Sports Association, Inc., Pensacola, Florida, Audited Financial Statements with Supplementary Information, September 30, 2014*, as provided by Ray Palmer, Executive Director, Pensacola Sports Association, Inc., and received in the Clerk to the Board's Office on April 6, 2015;

B. The *Northwest Florida Water Management District Financial Statements, September 30, 2014*, as provided by Amanda Bedenbaugh, Chief, Bureau of Finance and Accounting, Northwest Florida Water Management District, and received, via e-mail, in the Clerk to the Board's Office on April 13, 2015; and

C. The Clerk's original *Second Amendment to DEP Agreement No. T1115, Escambia County - Jones Swamp Trail Extension 3, Non-Motorized Diverse Use*, as approved by the Board on April 5, 2012.

4. 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 April 9, 2015;

B. Approve the Minutes of the Regular Board Meeting held April 9, 2015;

C. Approve the Minutes of the Special Board Meeting held April 16, 2015, at 9:00 a.m.; and

D. Approve the Minutes of the Special Board Meeting held April 16, 2015, at 5:00 p.m.

GROWTH MANAGEMENT REPORT

I. Action Item

1. Recommendation Concerning Final Plat Woodlyn Meadows Permit #07021083
That the Board take the following actions concerning recording of the Final Plat of Woodlyn Meadows, (a 143 lot single family private residential subdivision with private streets and private storm water retention ponds), located in the Beulah Community lying south of Mobile Highway. Owned and developed by Woodlyn Developers, LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

   A. Approve the final plat for recording; and

   B. Approve the street names "Arbor Point, Brindle Drive, Fieldcrest Court, Harvest Moon Court, Hillsmere Court, Wheeler Way, and Winter Greene Drive"; and

   C. Authorize the Chairman or Vice-Chairman to execute a Conservation Easement.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

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

That the Board approve the two Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Disposition Forms, with reasons for distribution stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed of.

2. Recommendation Concerning the Memorandum of Agreement between the Escambia County Board of County Commissioners and the Federal Emergency Management Agency Integrated Public Alert and Warning System Program Management Office - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Memorandum of Agreement (MOA) between the Escambia County Board of County Commissioners (BCC) and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office:

A. Approve the MOA which establishes a management relationship between the two parties, defines the professional conduct with respect to the access, utilization, and security standards between the inter-operable notification systems of Escambia County's portal to Florida Emergency Message Notification System for Emergency Alert Messages and the FEMA IPAWS-OPEN national backbone communication/notification system, that structures the alert and distributes the emergency message from one inter-operable system to another. A select few Public Safety Department staff will be designated by the Division of Emergency Management Manager to be trained and authorized to utilize the notification system and maintain the integrity of the emergency notification system; and

B. Authorize the Chairman or Vice-Chairman to execute the MOA and all related documents as required implementing the MOA.

3. Recommendation Concerning a Reappointment to the Tourist Development Council - Jack R. Brown, County Administrator

   That the Board waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures and reappoint Naresh (Nash) Patel, to the Tourist Development Council, for a four-year term, effective May 1, 2015, through April 30, 2019, as a "Hotel/Motel Industry" appointee.

4. Recommendation Concerning the Community Redevelopment Agency Meeting Minutes, March 19, 2015 - Keith T. Wilkins, Community & Environment Department Director

   That the Board accept, for filing with the Board's Minutes, the March 19, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

5. Recommendation Concerning the Scheduling and Advertising of a Public Hearing to Adopt a Resolution Creating the Atwood Redevelopment Area - Keith T. Wilkins, Community & Environment Department Director

   That the Board ratify the April 23, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing at 5:31 p.m., on Thursday, May 21, 2015, to consider adoption of a Resolution of Escambia County, Florida, relating to Community Redevelopment; finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Atwood Community; finding that rehabilitation conservation, redevelopment, or a combination of these in the Atwood Community is necessary in the interest of the public health, safety, morals, and welfare of the residents of Escambia County; finding that there is a need to designate Atwood as a Redevelopment Area; and providing for an effective date.

6. Recommendation Concerning the Branded Logos for the Community Redevelopment Agency - Keith T. Wilkins, Community & Environment Department Director

   That the Board ratify the April 23, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), approving the branded logos for the Community Redevelopment Agency (CRA) and the Celebrating Brownsville Festival. These branded logos will be used in conjunction with the approved County official logo on internal printed supplies such as letterheads, envelopes, customer surveys, and marketing and promotional materials. These branded logos will be used during special events, workshops, and Grant Applications primarily to promote CRA Programs and events.

7. Recommendation Concerning the Maintenance of Traffic Plan Recommendations - Commissioner Grover Robinson, District 4

   That the Board endorse the Maintenance of Traffic (MOT) Plan Recommendations final report from the MOT Working Group, which recommends that the Florida-Alabama Transportation Planning Organization adopt the content of the report and work with the Florida Department of Transportation to incorporate the recommendations into the Design/Build bid package, to plan a replacement of the Pensacola Bay Bridge within the next three to five years.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Contract Extension on the Uniform Rental Service Contract - David W. Wheeler, CFM, Facilities Management Department Director

   That the Board take the following action on the Uniform Rental Service Contract, PD 11-12.028:

   A. Approve the first 12-month Contract extension, effective July 13, 2015, to Unifirst Corporation;

   B. Authorize the Chairman to sign all related documents.

   [Funding: Fund 001, General Fund, Maintenance Cost Center 210602, Object Code 54401; Fund 401, Solid Waste, Cost Centers 230301, 230304, 230306, 230307, & 230314, Object Code 54401; Fund 001, General Fund, Animal Shelter, Cost Center 320501, Object Code 54401; and Fund 001, General Fund, Mosquito and Arthropod Control, Cost Center 220701, Object Code 54401]

2. Recommendation Concerning the Cancellation of Three Residential Rehab Grant Program Liens - Keith T. Wilkins, Community & Environment Department Director

   That the Board ratify the following April 23, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

   A. Approving the following cancellation of three Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner	**Address**	**Amount**
Kenneth and Maureen Horton	111 Lakewood Road	$1,209
Prenecker and Marie L. Jackson	109 Lakewood Road	$1,287
Eva Roberts	3205 West Lee Street	$3,730

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

3. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the following April 23, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the four Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Linda Y. Kennedy, the owner of residential property located at 410 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $3,700, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for roof replacement;

2. The Agreements between Escambia County CRA and Phillip McAdams and Viola Loveless, the owners of residential property located at 1301 Dexter Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $3,847 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install new windows;

3. The Agreements between Escambia County CRA and Tracey Verge, the owner of residential property located at 203 Baublits Drive, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $4,680 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to install new windows and electrical rewiring; and

4. The Agreements between Escambia County CRA and Willie Mae West, the owner of residential property located at 114 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $1,850 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a new roof; and

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

4. Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 1611 North Pace Boulevard, Suite "C" - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the following April 23, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 1611 North Pace Boulevard, Suite "C," Pensacola, Florida:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Thong Tran, owner of commercial property located at 1611 North Pace Boulevard, Suite "C," Pensacola, Florida, in the Brownsville Redevelopment District, in the amount of $971, representing an in-kind match through the CRA Brownsville TIF, Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Division (NED) 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, to install new signs; and

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

5. Recommendation Concerning a Contractual Services Agreement with the Florida Department of Agriculture and Consumer Services to Treat Infestations of Cogongrass - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Contractual Services Agreement with the Florida Department of Agriculture and Consumer Services (FDACS) to treat infestations of cogongrass:

A. Approve the Contractual Services Agreement with the FDACS;

B. Authorize the Chairman to sign the Contractual Services Agreement; and

C. Authorize the Chairman to sign any subsequent Agreement-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board.

[Funding Source: Fund 110, Other Grants and Projects, Cost Center to be established at the time of a Supplemental Budget Amendment]

6. Recommendation Concerning the Amendment of Contract Number AH102, by Big Bend Community Based Care, Inc. - Michael A. Tidwell, Corrections Department Director

That the Board take the following action concerning the Amendment of Contract Number AH102, by Big Bend Community Based Care, Inc. (BBCBC), which provides funding for the establishment of a Forensic Mental Health Specialist position within the Community Corrections Division, in the Pre-Trial Release Program, to provide services to the Criminal Justice System:

A. Approve Contract Number AH102, Amendment #007, between BBCBC and Escambia County Board of County Commissioners, which revises the required reports to conform to Contract requirements with BBCBC; revises Exhibit "C" and Exhibit "G," and updates the funding source to include funding for the Fiscal Year 2015/2016; and

B. Authorize the Chairman to sign the Amendment of Contract Number AH102.

[Funding: This Contract is a fixed-rate Contract for a total amount of $43,971, for Fiscal Year 2014/2015. This funding is provided by the State 100%]

7. Recommendation Concerning a Purchase Order in Excess of $50,000, for Fiscal Year 2014-2015, for the Escambia County Corrections Department - Michael A. Tidwell, Corrections Department Director

That the Board, for the Fiscal Year 2014-2015, approve the issuance of a blanket and/or individual Purchase Order in excess of $50,000, based upon a previously-awarded Contract, Contractual Agreement, or an annual requirement, as provided, for the Corrections Department as follows:

Vendor/Contractor	Amount	Contract Number
Aramark Corrections Services, LLC	$700,000	PD 13-14.065

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

8. Recommendation Concerning the 2015 Grant Application for the MacArthur Grant for Escambia County Corrections Department - Michael A. Tidwell, Corrections Department Director

   That the Board approve and ratify the submission of the 2015 Grant Application for the MacArthur Grant, as part of the MacArthur Foundation's Safety and Justice Challenge, in the amount of $2,000,000, that will be used for re-entry programs with Re-Entry Alliance Pensacola, Inc.

9. Recommendation Concerning the Off System Project Agreement Related to the Replacement and Maintenance of Escambia County Bridge Number 480088 - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County related to the replacement and maintenance of County Road (CR) 196 over Jacks Branch, Bridge #480088:

   A. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County related to the replacement and maintenance of CR 196 over Jacks Branch, Bridge #480088;

   B. Adopt the Resolution authorizing the Agreement; and

   C. Authorize the Chairman or Vice-Chairman to execute the documents and any subsequent documents required for implementation of the bridge replacements.

   [Funding Source: Fund 175, Transportation Trust Fund, Account 210402/54601]

10. Recommendation Concerning the Off System Project Agreement Related to the Replacement and Maintenance of Escambia County Bridge Number 480098 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County related to the replacement and maintenance of County Road (CR) 99 over Pine Barren Creek, Bridge #480098:

A. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County related to the replacement and maintenance of CR 99 over Pine Barren Creek, Bridge #480098;

B. Adopt the Resolution authorizing the Agreement; and

C. Authorize the Chairman or Vice-Chairman to execute the documents and any subsequent documents required for implementation of the bridge replacements.

[Funding Source: Fund 175, Transportation Trust Fund, Account 210402/54601]

11. Recommendation Concerning the Off System Project Agreement Related to the Replacement and Maintenance of Escambia County Bridge Number 484261 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County related to the replacement and maintenance of Sandy Hollow Road over Sandy Hollow Creek, Bridge #484261:

A. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County related to the replacement and maintenance of Sandy Hollow Road over Sandy Hollow Creek, Bridge #484261;

B. Adopt the Resolution authorizing the Agreement; and

C. Authorize the Chairman or Vice-Chairman to execute the documents and any subsequent documents required for implementation of the bridge replacement.

[Funding Source: Fund 175, Transportation Trust Fund, Account 210402/54601]

12. Recommendation Concerning the Off System Project Agreement Related to the Replacement and Maintenance of Escambia County Bridge Number 484030 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County related to the replacement and maintenance of County Road (CR) 99A (Arthur Brown Road) over Boggy Creek, Bridge #484030:

A. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County related to the replacement and maintenance of CR 99A (Arthur Brown Road) over Boggy Creek, Bridge #484030;

B. Adopt the Resolution authorizing the Agreement; and

C. Authorize the Chairman or Vice-Chairman to execute the documents and any subsequent documents required for implementation of the bridge replacements.

[Funding Source: Fund 175, Transportation Trust Fund, Account 210402/54601]

13. Recommendation Concerning State Road 173 (Blue Angel Parkway) - Transfer Project from Escambia County to the Florida Department of Transportation - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the transfer of the State Road (SR) 173 (Blue Angel Parkway) Project from Escambia County, Florida, to the Florida Department of Transportation (FDOT):

A. Rescind the following Board's action of April 18, 2013:

1. Approving the Amendment to Transportation Regional Incentive Program Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida;

2. Approving the State of Florida Department of Transportation Assignment Agreement;

3. Approving the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County;

4. Approving the Memorandum of Agreement for Project No. 421012-1-38-01; and

5. Adopting the Resolution authorizing the Chairman to sign the Agreements; and

B. Approve the Amendment to Transportation Regional Incentive Program Agreement by and between the State of Florida, Department of Transportation and Escambia County, Florida [Financial Project No. 421012-1-38-01];

C. Approve the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County [Project No. 421012-1-38-01];

D. Approve the State of Florida Department of Transportation Assignment Agreement - Financial Project I.D. 421012-1-38-01; and

E. Adopt and authorize the Chairman to sign the Resolution supporting the transfer of the SR 173 (Blue Angel Parkway) Project No. 421012-1-38-01 from Escambia County to FDOT.

[Funding Source: Fund 352, LOST III, Cost Center 210107/56301, Project #08EN0038 - $122,333; Fund 152, Southwest Sector CRA, Cost Center

210508/56301, Project #08EN0062 - $256,764]

14. Recommendation Concerning the Interlocal Agreement with the Santa Rosa Island Authority Relating to Transportation Services on Pensacola Beach for Summer 2015 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement with the Santa Rosa Island Authority (SRIA) relating to transportation services on Pensacola Beach for summer 2015:

A. Approve the Interlocal Agreement between Escambia County and the SRIA Relating to Transportation Services on Pensacola Beach, via Escambia County Area Transit (ECAT) trolleys, from May 22, 2015, through September 7, 2015, with the SRIA reimbursing the County for all operating costs; and

B. Authorize the Chairman to sign the Interlocal Agreement.

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, tourist and local, an opportunity to visit more of the beach, and subsequently, more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT “Beach Jumper” routes, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

[Funding: The SRIA will reimburse the County for all operating costs]

15. Recommendation Concerning the Amendment to Miscellaneous Appropriations Agreement with Visit Pensacola, Inc. - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve the Amendment to Miscellaneous Appropriations Agreement between Escambia County and Pensacola Sports Association, Inc., as Fiscal Agent for Visit Pensacola, Inc., to include additional funding from overage available in the Tourist Promotion Fund (108), as approved by the Board on March 19, 2015, in the amount of $1,255,753.

[Funding: Fund 108, Tourist Promotion Fund, Account 58201, Cost Centers 360101 and 360105]

16. Recommendation Concerning the Amendment to Miscellaneous Appropriations Agreement with Art, Culture, and Entertainment, Inc. - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve the Amendment to Miscellaneous Appropriations Agreement between Escambia County and Art, Culture, and Entertainment, Inc., to include additional funding from the overage available in the Tourist Promotion Fund (108), as approved by the Board on March 19, 2015, in the amount of $487,500, to be used specifically for performance of the Foo Foo Festival.

[Funding: Fund 108, Tourist Promotion Fund, Account 58201, Cost Center 360105]

17. Recommendation Concerning Supplemental Budget Amendment #118 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #118, General Fund (001), in the amount of $87,276, to recognize the Sheriff's Department off-duty officer, insurance, firing range, and miscellaneous reimbursements/fees, and to appropriate these funds to purchase bullet proof vests to aid in law enforcement activities in Escambia County.

18. Recommendation Concerning Contract Award for Section 5 Cell 1A Design - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Jones Edmunds & Associates, Inc., per the terms and conditions of PD 14-15.022, Section 5 Cell 1A Design, for a lump sum of $460,000, for tasks Pre-Design, Wetland Mitigation and Stormwater Development. Negotiations are to be held with Jones Edmunds & Associates, Inc., at a later date for the remainder of the proposed fee for Landfill Development, Bid Assistance and Construction Assistance when the project can be better defined.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230315, Solid Waste Projects, Object Code 56301, Improvements other than Buildings]

19. Recommendation Concerning Automated Demand Response Transportation Management System - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the Chairman to sign the Contract Documents for Agreements between Escambia County, Florida, and the following vendors, per the terms and conditions of PD 14-15.002, Automated Demand Response Transportation Management System and the Interlocal Agreement between Santa Rosa County and Escambia County, Florida, for Federal Transit Administration (FTA) Grant Funding:

A. CTS Software, Inc., for a lump sum of $81,910, for Santa Rosa County, Florida; and

B. RouteMatch Software, Inc., for a lump sum of $109,650, and an allowance of $17,000, for additional training and equipment for Escambia County, Florida.

[Funding: Fund 320, FTA Capital Projects Fund, Cost Center 320425]

20. Recommendation Concerning Choctaw Outfall Drainage Improvements - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.021, for Choctaw Outfall Drainage Improvements, to Brown Construction of Northwest Florida, Inc., in the amount of $97,958.90.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #11EN1071]

21. Recommendation Concerning the Artificial Reef Construction - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.029, for Artificial Reef Construction, to Panhandle Underwater Maintenance and Salvage, LLC, and approve the Agreement for Artificial Reef Construction between Escambia County and Panhandle Underwater Maintenance and Salvage, LLC, in the amount of $79,400.

[Funding: Fund 352, Local Option Sales Tax (LOST) III, Cost Center 220102, Object Code 56301, Project Number #10NE0808]

22. Recommendation Concerning the Dredging of Lafitte Cove Canal - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Term Contract, PD 14-15.040, for Dredging of Lafitte Cove Canal, to Coastal Reef Builders, Inc., and approve the Agreement between Escambia County, Florida, and Coastal Reef Builders, Inc., in the amount of $65,000.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211602, Object Code 54601]

23. Recommendation Concerning the Proposed Acquisition of Real Property (with Office Building) Located at 114 East Gregory Street for the Escambia County Corrections Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize and direct staff to obtain appraisals, environmental site assessments, surveys, title insurance commitments, and complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in accordance with Board of County Commissioners (BCC) Policy, dated June 2, 2011, regarding Real Property Acquisitions, in anticipation of purchasing a parcel of real property (with office building) located at 114 East Gregory Street from Jenkins & Matthews, LLC, which could be utilized by the Escambia County Corrections Department for various divisions and related functions.

[Funds for meeting the requirements of Section 46-139, Escambia County Code of Ordinances are available in Funding Source: Fund 114, Misdemeanor Probation]

24. Recommendation Concerning the Escambia County Artificial Reef Construction 2015 Grant Agreement with Florida Fish and Wildlife Conservation Commission (FWC 14327) for the Tugboat "Ocean Wind" - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Escambia County Artificial Reef Construction 2015 Grant Agreement with Florida Fish and Conservation Commission (FWC) for the tugboat "Ocean Wind":

A. Approve, subject to Legal sign-off, the Escambia County Artificial Reef Construction 2015 Grant Agreement between FWC and Escambia County (FWC Agreement No.14327) for the tugboat "Ocean Wind", in the amount not-to-exceed $100,000, from the date of execution through December 31, 2015. (Please note the last sentence of Agreement in Paragraph 34, “Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.”; and Paragraph 36, Jury Trial Waiver.);

B. Authorize the Chairman to sign the Agreement; and

C. Authorize the Chairman to sign any subsequent Grant-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board.

[AGREEMENT WITH LEGAL SIGN-OFF (REPLACEMENT BACKUP) TO BE DISTRIBUTED UNDER SEPARATE COVER]

[Funding Source: Fund 352, LOST III, Cost Center 220102, CED Capital Projects, Project #10NE0808, Artificial Reefs]

25. Recommendation Concerning Consulting Services for Jail Medical - Michael A. Tidwell, Corrections Department Department Director

That the Board authorize a Purchase Order to Alliance Medical Management, for Consulting Services for Jail Medical, not to exceed $35,000.

[Funding: Fund 001, General Fund, Cost Center 290402]

26. Recommendation Concerning a Change Order to Baskerville Donovan, Inc., for "Engineering and Surveying Services for the Pensacola Beach Master Plan" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, for "Engineering and Surveying Services for the Pensacola Beach Master Plan":

Department:	Public Works
Division:	Transportation and Traffic Operations
Type:	Addition
Amount:	$123,984.92
Vendor:	Baskerville Donovan, Inc.
Project Name:	Pensacola Beach Master Plan
Contract:	PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan"
PO No.:	121158
CO No.:	6
Original Award Amount:	$149,746.26
Cumulative Amount of Change Orders through this CO:	$1,197,579.37
New Contract Total:	$1,347,325.63

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107/56301]

27. Recommendation Concerning a Resolution Supporting the Solid Waste Annual Dump Dash 5K and Fun Run Fundraiser Event - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Solid Waste Annual Dump Dash 5K and Fun Run Fundraiser Event:

A. Adopt the Resolution supporting (authorizing) the Solid Waste Annual Dump Dash 5K and Fun Run Fundraiser Event (to be held at the Perdido Landfill on April 25, 2015) as a source for significant funding for educational outreach and for the benefit of County services and facilities; and

B. Authorize the Chairman to sign the Resolution.

[Funding Source: Fund 101, Escambia County Restricted Fund, Cost Center 230317, Solid Waste Fund Raiser]

28. Recommendation Concerning the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreement - South Old Corry Field Road (County Road 295A), FPID #436259-2-G8-01 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Rescind its action of January 8, 2015, approving the State of Florida Department of Transportation (FDOT) Emergency Local Government Emergency Relief Reimbursement Agreement for Old Corry Field Road (County Road 295A), for temporary repairs for this project; rescind its action adopting a Resolution (R2015-3) supporting the State of Florida Department of Transportation Emergency Local Government Emergency Reimbursement Agreement, and rescind its action authorizing the Chairman to sign the Resolution, the Agreement, and any other documents associate with this Agreement.

B. Approve the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreement for South Old Corry Field Road (County Road 295A), FPID #436259-2-G8-01, subject to Legal sign-off, in the amount of $174,460, for repairs for this Project.

C. Adopt the Resolution, subject to Legal sign-off, supporting the State of Florida Department of Transportation Emergency Local Government Emergency Reimbursement Agreement for South Old Corry Field Road (County Road 295A), FPID #436259-2-G8-01; and

D. Authorize the Chairman to sign the Resolution, the Agreement, and any other documents associated with this Agreement.

[Funding Source: The FDOT agrees to reimburse Escambia County an amount not to exceed $174,460 for actual costs. Escambia County will submit invoices to FDOT on a monthly basis. Fund 112, Disaster Recovery Fund, April 2014 Floods]

III. For Discussion

1. Recommendation Concerning the Appointment of a Tourism Representative to the RESTORE Act Advisory Committee - Keith T. Wilkins, Community & Environment Department Director

   That the Board appoint one of the following two nominees to the RESTORE Act Advisory Committee to serve as an individual representing the tourism industry; this appointee will serve on the Committee until all recommendations and assignments relating to the RESTORE Act are completed, as designated by the Board of County Commissioners:

   A. Susan Carleton; or

   B. Drew Buchanan.

2. Recommendation Concerning a Resolution to Support Establishing a 3% Cap on Growth in Individual Counties for Medicaid Costs - Commissioner Grover C. Robinson, IV, District 4

   That the Board adopt and authorize the Chairman to sign the Resolution to support establishing a 3% Cap on growth in individual counties for Medicaid costs under Section 409.415, Florida Statutes, requesting the Florida Legislature to establish an annual growth rate cap of 3% to protect those counties that are disproportionately affected by the enrollment based formula beginning in Fiscal Year 2015/2016. (Next year the State average for Medicaid increase is less than 3%; however, a significant number of counties will be over 3%. Escambia County, with a growth rate of 5.22%, will have a 5.22% increase.)

3. Discussion Concerning Issues Pertaining to Firefighters - Jack R. Brown, County Administrator

4. Recommendation Concerning a Memorandum of Agreement with the Pensacola Escambia County Promotion and Development Commission for a Line of Credit Associated with Project Foil - Amy Lovoy, Interim Assistant County Administrator

That the Board consider the following:

A. Approving the Memorandum of Agreement between the Escambia County Board of County Commissioners and the Pensacola Escambia County Promotion and Development Commission (PEDC) to establish an interest-free Line of Credit (LOC) with the County, in an amount not to exceed $750,000, in order to cashflow a Grant received from the State's Department of Economic Opportunity and used for activities associated with Project Foil;

B. Allocating $750,000, from reserves in Local Option Sales Tax (LOST), for the LOC; and

C. Setting the total maximum amount of draws that can be against this LOC, at an amount not to exceed $3,000,000.

[Funding Source: Fund 352, LOST III, Cost Center 110267]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Scheduling an Attorney/Client Session on May 7, 2015 at 3:30 P.M. to Discuss Pending Litigation in the Cases of Clifton Underwood v. Escambia County, FL - Case No.: 2014 CA 000059 and Escambia County v. Robert Chapman Enterprises, Inc., et al. - Case No.: 2011 CA 000345

That the Board take the following action:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.011(8), Fla. Stat., for May 7, 2015 at 3:30 p.m.; and

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Sunday, April 26, 2015.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorney to discuss pending litigation in the cases of *Clifton Underwood v. Escambia County, FL* and *Escambia County v. Robert Chapman Enterprises, Inc., et al*., in accordance with Section 286.011(8), Florida Statutes. Such attorney-client session will be held at 3:30 p.m., on Thursday, May 7, 2015, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson B. Robertson, Douglas B. Underhill, Lumon J. May, Grover C. Robinson, IV, and Steven L. Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Attorney representing Escambia County Charles V. Peppler, Deputy County Attorney, and a certified court reporter will attend the attorney-client session.

2. Recommendation Concerning the Scheduling of a Public Hearing on May 7, 2015 at 5:31 p.m. to amend the Definition of Chapter 30, Section 30-92 of the Escambia County Code of Ordinances.

That the Board authorize scheduling a Public Hearing on May 7, 2015 at 5:31 p.m. for consideration of amending Chapter 30, Section 30-92 of the Escambia County Code of Ordinances, specifically the definitions of “Building Construction Code Enforcement Officer” and “Environmental Law Enforcement Officer” removing language that the officers are “vested with authority to bear arms and make arrests” from the definitions.

3. Recommendation Concerning the Scheduling of a Public Hearing on May 7, 2015, at 5:32 p.m. for Consideration of Amending the Inoperable Vehicle Ordinance

That the Board authorize scheduling a Public Hearing on May 7, 2015 at 5:32 p.m. for consideration of amending Chapter 42, Section 42-196 of the Escambia County Code of Ordinances, as it relates to Inoperable Vehicles and providing a definition of "inoperable" and "vehicle."

4. Recommendation Concerning the Governmental Facilities Leasing Corporation

That the Board take the following action concerning the Governmental Facilities Leasing Corporation:

A. Repeal Resolution R97-93, the "Sponsorship Resolution," which approved the issuance and sale of not exceeding $15,000,000 revenue bonds by Escambia County Office Facilities Leasing Corporation, approved the corporation and the members thereof and certain other matters with respect thereto; Repeal Resolution R97-121, reflecting the name change of the corporation to Governmental Facilities Leasing Corporation; Repeal Resolution R98-104 which amended Resolution R97-121; Repeal Resolution R2007-118 which amended Resolution R98-104; Repeal Resolution R2009-118 which amended Resolution R2007-118; Repeal Resolution R2010-98 which amended Resolution R2009-118; and

B. Request that the County Administrator's Office provide letters of appreciation to the following members to thank them for their service:

1. Mark L. Lyons, III;
2. Joseph A. Maloney; and
3. William E. Bassett, Sr.

14. Items added to the agenda.

15. Announcements.

16. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8063 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 04/23/2015
Issue: Adoption of a Proclamation
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamation.

Recommendation: That the Board adopt the Proclamation commending and congratulating Chief K.C. Fehl on his countless hours of volunteer dedication and service to Escambia County. It takes a very special person to be a Fire Chief and equally so, a Fire Chief's Wife. We wish Chief K.C. Fehl and his wife, Susan Fehl, the very best in his well deserved retirement.

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

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

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Chief K.C. Fehl

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

***WHEREAS**, Chief K.C. Fehl retired from Escambia County Fire Rescue (ECFR) on April 1, 2015, after 28 years of service to Escambia County as a true public servant; and*

***WHEREAS**, Chief Fehl joined the Cantonment Volunteer Fire Department (CVFD) in January 1987 after his interest was sparked into joining after his neighbor's yard caught fire. He was quickly promoted to Lieutenant around Christmas of 1990 and then soon reached the rank of Captain. He left CVFD for a short time to serve with the Molino Volunteer Fire Department before returning to Cantonment; and*

***WHEREAS**, he left CVFD in March 1993 to start his service as Reserve Deputy Sheriff at the Escambia County Sheriff's Office where he served until March 2010. He moved to the Cantonment Fire Department's Board of Directors so that he could spend more time with his son by coaching his son's baseball team; and*

***WHEREAS**, in December 2005 he switched over to "line duty" as a driver with his son Kenny, who is now a career firefighter. He was soon, once again, promoted to Lieutenant and then to Assistant Chief; and*

***WHEREAS**, K.C. Fehl has formally instructed many of today's first responders and has always been a resource for knowledge and advice both on and off emergency incidents. He served the Ferry Pass Fire District for just over a year and left his mark on each and every person in each station and in the community. With his retirement, Escambia County has lost an invaluable resource that will be impossible to replace.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Chief K.C. Fehl on his countless hours of volunteer dedication and service to Escambia County. It takes a very special person to be a Fire Chief and equally so, a Fire Chief's Wife. We wish Chief K.C. Fehl and his wife, Susan Fehl, the very best in his well-deserved retirement.*

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 J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: April 23, 2015

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8058 **Written Communication** **8.**

BCC Regular Meeting

Meeting Date: 04/23/2015

Issue: Written Communication - MSBU Lien - Karen L. Atkins

From: Grover Robinson, District 4 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

March 31, 2015, communication from Karen L. Atkins requesting that the Board waive any late fees and interest pertaining to the Municipal Services Benefit Unit Special Assessment Lien that has been placed on the property she owns located at 1307 Maldonado Drive, Pensacola Beach, Florida.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance 2012-10 adopted by the Board of County Commissioners on April 5, 2012, provides a process for applicants to request relief from penalties and interest on delinquent ad valorem special assessments against property located on Santa Rosa Island.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Karen L. Atkins
1307 Maldonado Drive
Pensacola Beach, FL 32561

County Commissioner
APR 1 2015

March 31, 2015

Grover C. Robinson, IV
221 Palafox Place, Ste 400
Pensacola, FL 32502

Re: Tax Account Numbers: 17-1226-500 (99-0001-277)

Dear Mr. Robinson:

I'm writing to you at the suggestion of Heather, a supervisor at the Escambia County Tax Collector's Office. I am a resident of Pensacola Beach and I am hoping that you will be able to assist me with a tax bill of $413.50 that I was recently told was unpaid from 2009 and now with interest and fees I'm being told is $820.45. I'm a chemistry teacher in the IB Program at Pensacola High School – actually, your son is in my class! Living on a teacher's salary is quite challenging, so surprises like these are very upsetting and stressful.

By way of background, I purchased my home at 1307 Maldonado Drive in July 2009 along with my husband at the time – we are no longer married and I am now the sole owner. Enclosed is a January 26, 2015 letter that I received from the Board of County Commissioners stating that a lawsuit is being prepared against me to recover an outstanding amount on a lien, which neither I nor my ex-husband were ever previously informed about. The Clerk of Court's Office provided the following information:

I was initially told that the MSBU bill for $413.50 was unpaid from 2011, and that the amount now due including interest and fees is $671.59. Until recently, we received nothing regarding this bill being due or being unpaid, and I could find nothing about it online at Escambia County Court Records, other than a 2011 lien that was filed and was in fact paid and released. A few days later, Kathy at the Clerk's Office said that it was not from 2011, but from a 2009 unpaid MSBU bill. She then said that the total amount now due including interest and fees is $820.45.

After conducting some research, Kathy called back and said that the bill was sent to David Bohannon, the previous owner, and confirmed that it was never sent to me or my ex-husband. Heather, Kathy's supervisor, explained that the tax collector must have pulled the tax rolls while Dave Bohannon was still listed as the owner of the property. She said it was "rotten timing" but it does happen sometimes. She said after the bill remained unpaid, a final letter was sent and then a lien was filed in 2010 – but again, the final letter and notification of the lien went to Dave Bohannon – nothing was ever sent to me or my ex-husband until recently. So we had no way of knowing or finding out about it.

Heather and Kathy were both very polite and they both understand the unfairness of never being billed, never being notified of a bill being late, and never being notified of a lien being filed and yet being saddled with having to pay hundreds of dollars in late fees and interest. Heather said that her office does not have the authority to waive interest or fees and she suggested that I write to you to request that the Board of County Commissioners waive any late fees and interest for this bill.

I would greatly appreciate if you could help me with this matter!

Thank you,

Karen Atkins

Karen Atkins

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA
221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502

ate: January 26, 2015

o: Karen L. Atkins
1307 Maldonado Drive
Pensacola Beach, FL 32561

Re: Tax Account Number(s): 17-1226-500 (99-0001-277)

Please note that the real property corresponding to the above-referenced tax account number(s) is encumbered by at least one unpaid Municipal Services Benefit Unit (MSBU) special assessment lien.

Shortly, Escambia County will being preparing a lawsuit to recover the outstanding amount of the lien(s). In the course of preparing the lawsuit, Escambia County will incur significant costs, which may be added to the amount of the lien(s). Yo may avoid the additional costs by paying off the lien(s) as soon as possible.

You can obtain payment information from:

Clerk of the Court's Office
Official Records Department
221 Palafox Place, Suite 110
Pensacola, FL 32502
Telephone No. (850) 595-3930

Book Number and page
68 - 65 - 579

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8019 **Public Hearings 10.**
BCC Regular Meeting
Meeting Date: 04/23/2015
Issue: 5:31 p.m. Public Hearing - Vacate a Drainage Easement off Water Spray Terrace
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the vacation of a Drainage Easement off Water Spray Terrace, on the Board's own motion.

Recommendation: That the Board take the following action concerning the vacation of a 20' wide Drainage Easement off Water Spray Terrace, on the Board's own motion:

A. Approve the vacation of a 20-foot-wide Drainage Easement off Water Spray Terrace;

B. Adopt the Resolution to Vacate; and

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

[Funding Source: Fund 352, LOST III, Cost Center 210107, Object Codes 56101/56301, Project #14EN2592, Innerarity Point Drainage]

BACKGROUND:

The County has a project in design to make stormwater drainage improvements in the Linn Avenue and Water Spray Terrace area located south off Innerarity Point Road. Design indicated the need for drainage easements to facilitate the project. One of these, a 20-foot-wide drainage easement, lies along the south and east property line of the Barnes property located at 5900 Water Spray Terrace. The owners agreed to the donation of the easement and the Board, meeting in regular session on April 29, 2014, accepted the donation of the easement from David A. and Vicki L. Barnes. The drainage easement from David A. and Vicki Lynn Barnes is recorded in Official Record Book 7169 at Page 180 of the public records of Escambia County, Florida.

The property lying south of and abutting the Barnes property is owned by Michael and

Michelle McNair, who are in the process of selling their property. Their title search revealed that due to a scrivener's error in the deed of record for the Barnes property there appears to be a problem with the south boundary line of the Barnes property and the north boundary line of the McNair property, which also affects the actual location of the County drainage easement donated by Mr. and Mrs. Barnes.

To clear up the issue of the location of the County's drainage easement, which may, depending on the interpretation of the intent in the deed of record to the Barnes, be on the McNairs property, the McNairs have asked the County to vacate any interest the County has in the drainage easement from David A. and Vicki Lynn Barnes as described and recorded in Official Record Book 7169 at Page 180 of the public records of Escambia County, Florida.

BUDGETARY IMPACT:

Funds for legal advertisements and document recordings are available in Fund 352, LOST III, Cost Center 210107, Object Codes 56101/56301, Project # 14EN2592, Innerarity Point Drainage.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Vacation, the necessary documents will be signed and Staff will have the documents recorded in the public records and advertise the required public notifications.

Attachments

Resolution
Notice of Adoption of Resolution
Recorded Drainage Easement
Sketch
Map

RESOLUTION NUMBER R_____-_____

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

WHEREAS, the Board of County Commissioners of Escambia County, Florida, on the Boards own motion and pursuant to Section 336.10, Florida Statutes and Vacation Policy – Section III (A) of the Board of County Commissioners Policy Manual, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing use of that certain public road rights-of-way, alleyways, or other land in Escambia County, Florida, described as follows:

A non-exclusive 20-ft wide Drainage Easement lying and being in Section 14, Township 3 South, Range 32 West, being more particularly described as follows:

The South 20.0 feet and the East 20.0 feet of the South 172.00 feet of the following described parcel of land, said easement also being contiguous with the South and East lines:

Beginning at the Northwest corner of Lot 11, Block 1, Sun & Sand Subdivision, recorded in Plat Book 4, page 35, Escambia County, Florida; thence South 03º00' East along the West line of said Sun & Sand for 290.40 feet; thence South 87º00' West for 100.00 feet; thence North 03º00' West for 272.35 feet; thence North 76º46' East for 101.11 feet to the Point of Beginning.
AND
That portion of the road described as follows: Commencing on the intersection of the south line of the present Innerarity Road and East line of Balderas Avenue 378.4 feet to the corner of intersection of Balderas Avenue and the South right-of-way of an 80 foot dedicated right-of-way in Deed Book 322 at Page 53, public records of Escambia County, Florida; thence East at right angles 300 feet to the point of beginning; thence continue East 100 feet; thence South 02º39'52" East a distance of 15.00 feet; thence South 86º47'51" West a distance of 89.7 feet; thence South 60º34'12" West a distance of 11.23 feet;
thence North 02º48'17" West a distance of 20.00 feet to the point of beginning.

The above parcel description is recorded in Official Records Book 3573 at page 606 of the public records of Escambia County, Florida.

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

WHEREAS, the Board of County Commissioners, have caused to be published on April 6, A.D., 2015, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:31 p.m. on April 23, 2015 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

1. That the motion to vacate is hereby adopted and approved.

2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed;

A non-exclusive 20-ft wide Drainage Easement lying and being in Section 14, Township 3 South, Range 32 West, being more particularly described as follows:

The South 20.0 feet and the East 20.0 feet of the South 172.00 feet of the following described parcel of land, said easement also being contiguous with the South and East lines:

Beginning at the Northwest corner of Lot 11, Block 1, Sun & Sand Subdivision, recorded in Plat Book 4, page 35, Escambia County, Florida; thence South 03º00' East along the West line of said Sun & Sand for 290.40 feet; thence South 87º00' West for 100.00 feet; thence North 03º00' West for 272.35 feet; thence North 76º46' East for 101.11 feet to the Point of Beginning.
AND
That portion of the road described as follows: Commencing on the intersection of the south line of the present Innerarity Road and East line of Balderas Avenue 378.4 feet to the corner of intersection of Balderas Avenue and the South right-of-way of an 80 foot dedicated right-of-way in Deed Book 322 at Page 53, public records of Escambia County, Florida; thence East at right angles 300 feet to the point of beginning; thence continue East 100 feet; thence South 02º39'52" East a distance of 15.00 feet; thence South 86º47'51" West a distance of 89.7 feet; thence South 60º34'12" West a distance of 11.23 feet;
thence North 02º48'17" West a distance of 20.00 feet to the point of beginning.

The above parcel description is recorded in Official Records Book 3573 at page 606 of the public records of Escambia County, Florida.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed.

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

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

NOTICE IS HEREBY GIVEN that on April 23, A.D., 2015, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

A non-exclusive 20-ft wide Drainage Easement lying and being in Section 14, Township 3 South, Range 32 West, being more particularly described as follows:

The South 20.0 feet and the East 20.0 feet of the South 172.00 feet of the following described parcel of land, said easement also being contiguous with the South and East lines:

Beginning at the Northwest corner of Lot 11, Block 1, Sun & Sand Subdivision, recorded in Plat Book 4, page 35, Escambia County, Florida; thence South 03º00' East along the West line of said Sun & Sand for 290.40 feet; thence South 87º00' West for 100.00 feet; thence North 03º00' West for 272.35 feet; thence North 76º46' East for 101.11 feet to the Point of Beginning.
AND
That portion of the road described as follows: Commencing on the intersection of the south line of the present Innerarity Road and East line of Balderas Avenue 378.4 feet to the corner of intersection of Balderas Avenue and the South right-of-way of an 80 foot dedicated right-of-way in Deed Book 322 at Page 53, public records of Escambia County, Florida; thence East at right angles 300 feet to the point of beginning; thence continue East 100 feet; thence South 02º39'52" East a distance of 15.00 feet; thence South 86º47'51" West a distance of 89.7 feet; thence South 60º34'12" West a distance of 11.23 feet;
thence North 02º48'17" West a distance of 20.00 feet to the point of beginning.

The above parcel description is recorded in Official Records Book 3573 at page 606 of the public records of Escambia County, Florida.

and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

Dated this _____day of _____, A.D., 20_____.

Board of County Commissioners
Escambia County, Florida

This document was prepared by:
Stacey S. Ward
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014033125 05/13/2014 at 10:21 AM
OFF REC BK: 7169 PG: 180 - 183 Doc Type: ESM
RECORDING: $35.50

A Portion of 14-3S-32-1000-053-005
Linn Avenue Drainage Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 7th day of March, 2014, by and between David A. Barnes and Vicki Lynn Barnes , formally known as Vicki Ballwey, husband and wife, whose mailing address is 6344 Wyndotte Road, Pensacola, Florida 32526 (Grantors) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 14, Township 3S, Range 32 West, Escambia County, Florida;

WHEREAS, the Grantors are the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar ($1.00), the promises contained herein and other good and valuable considerations, Grantors do hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate construct and maintain the drainage easement.

Legal or Exhibit "A"

GRANTORS also hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement area, Grantors, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantors, themselves, their successors and assigns, agree to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTORS do hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantors hereby waives any right to compensation forGrantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

Verified By: OHarris
Date: 5/12/2014

IN WITNESS WHEREOF, the Grantors has hereunto set its hand and seal the date first above written.

Signed, sealed and delivered
in the presence of:

Witness _____
Print Name ROBIN LAMBERT

Witness _____
Print Name Bernie W Manning

By: _____
David A. Barnes

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of March, 2014 by David A. Barnes. He/she (___) is personally known to me or (✓) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

_____
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

Signed, sealed and delivered
in the presence of:

Witness _____
Print Name ROBIN LAMBERT

Witness _____
Print Name Bernie W Manning

By: _____
Vicki Lynn Barnes

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of March, 2014, by Vicki L. Barnes. He/she (___) is personally known to me or (✓) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

_____
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

THIS EASEMENT was accepted by Escambia County, Florida on the 8th day of MAY, 20____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on April 29, 2014.

BOARD OF COUNTY COMMISISONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BCC Approved 04-29-2014

This document approved as to form and legal sufficiency.

By _____

Title Asst. County Attorney

Date April 21, 2014

EXHIBIT "A"

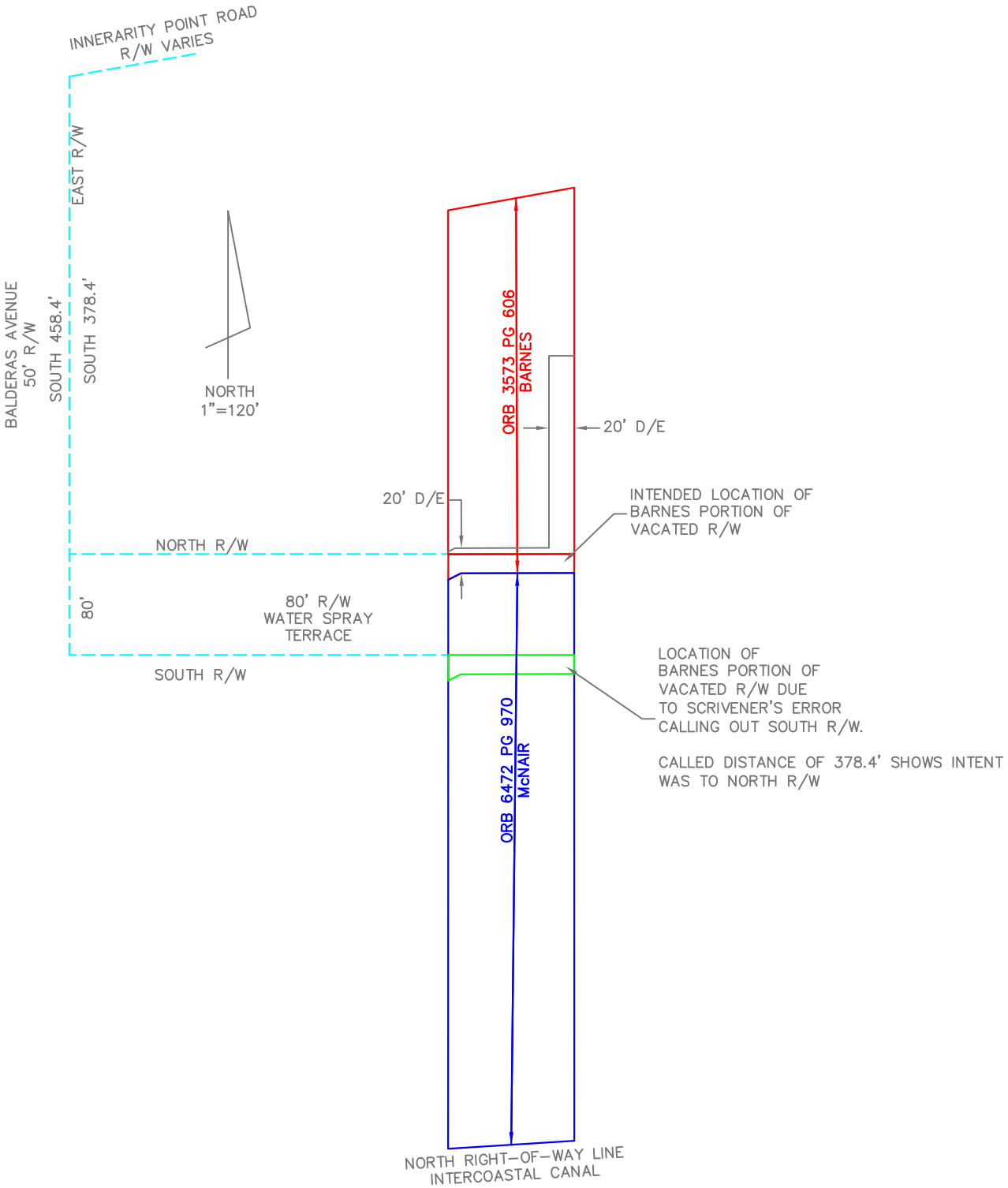
Legal Description
20-ft wide Drainage Easement
Property Reference Number 14-3S-32-1000-053-005
March 24, 2014

A non-exclusive 20-ft wide Drainage Easement lying and being in Section 14, Township 3 South, Range 32 West, being more particularly described as follows:

The South 20.0 feet and the East 20.0 feet of the South 172.00 feet of the following described parcel of land, said easement also being contiguous with the South and East lines:

Beginning at the Northwest corner of Lot 11, Block 1, Sun & Sand Subdivision, recorded in Plat Book 4, page 35, Escambia County, Florida; thence South 03°00' East along the West line of said Sun & Sand for 290.40 feet; thence South 87°00' West for 100.00 feet; thence North 03°00' West for 272.35 feet; thence North 76°46' East for 101.11 feet to the Point of Beginning.
AND
That portion of the road described as follows: Commencing on the intersection of the south line of the present Innerarity Road and East line of Balderas Avenue 378.4 feet to the corner of intersection of Balderas Avenue and the South right-of-way of an 80 foot dedicated right-of-way in Deed Book 322 at Page 53, public records of Escambia County, Florida; thence East at right angles 300 feet to the point of beginning; thence continue East 100 feet; thence South 02°39'52" East a distance of 15.00 feet; thence South 86°47'51" West a distance of 89.7 feet; thence South 60°34'12" West a distance of 11.23 feet; thence North 02°48'17" West a distance of 20.00 feet to the point of beginning.

The above parcel description is recorded in Official Records Book 3573 at page 606 of the public records of Escambia County, Florida.


INNERARITY POINT ROAD
R/W VARIES
EAST R/W
BALDERAS AVENUE
50' R/W
SOUTH 458.4'
SOUTH 378.4'
NORTH
1"=120'
ORB 3573 PG 606
BARNES
20' D/E
20' D/E
INTENDED LOCATION OF
BARNES PORTION OF
VACATED R/W
NORTH R/W
80'
80' R/W
WATER SPRAY
TERRACE
SOUTH R/W
LOCATION OF
BARNES PORTION OF
VACATED R/W DUE
TO SCRIVENER'S ERROR
CALLING OUT SOUTH R/W.
CALLED DISTANCE OF 378.4' SHOWS INTENT
WAS TO NORTH R/W
ORB 6472 PG 970
McNAIR
NORTH RIGHT-OF-WAY LINE
INTERCOASTAL CANAL

PROPOSED VACATION OF DRAINAGE EASEMENT OFF WATER SPRAY TERRACE

BARNES PROPERTY

McNAIR PROPERTY

INTENDED LOCATION OF COUNTY DRAINAGE EASEMENT

DRAINAGE EASEMENT TO BE VACATED

ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
LWG 03/31/15 DISTRICT 2

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7954 **Public Hearings 11.**

BCC Regular Meeting

Meeting Date: 04/23/2015

Issue: 5:32 p.m. Public Hearing Concerning the FY 14/15 Grant Application for Federal Transit Administration 5307 Funding for Mass Transit Projects

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of the Fiscal Year 2014/2015 Grant Application for FTA 5307 funding for planning and capital assistance for mass transit projects for ECAT.

Recommendation: That the Board take the following action concerning the Fiscal Year 2014/2015 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for $2,037,383 in Federal assistance on mass transit projects;

B. Approve, or amend and approve, the Grant Application after receiving comments at the Public Hearing;

C. Adopt the Resolution authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from the FTA;

D. Authorize the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management (TEAM) System, using the authorized passwords of the Chairman and the County Attorney, where necessary; and

E. Authorize the Chairman or the County Administrator to sign all documents associated with this Grant, subsequent to Legal review, without further action of the Board.

[The Fiscal Year 2014/2015 Capital Grant Application has been included in the approved Fiscal Year 2015 County Budget]

BACKGROUND:

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Electronic Award and Management (TEAM) System.

The FTA publishes apportionments and ECAT's partial apportionment for Fiscal Year 2015 section 5307 funds amounts to $2,037,383. ECAT recommends that Escambia County apply for this apportionment by approving this application for the below Program of Projects.

PROGRAM OF PROJECTS

The Project Budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The budget for this grant application follows:

Project Items Costs	
Preventive Maintenance	$ 730,000
ADA	$ 203,738
Transit Feasibility Study for Orange Beach, AL	$ 68,653
TDP update	$ 190,000
Shelters/Amenities	$ 27,496
Safety/Security	$ 27,496
Two Large Heavy Duty Buses	$ 680,000
One Small Heavy Duty Bus	$ 110,000
Total Budget	**$2,037,383**

This recommended program of projects is based on the following:

Preventive maintenance: In order to optimize the amount of operating funds available to Escambia County, it is recommended that the entire estimated maintenance expenses for 9 months ($1,280,000) are requested to be reimbursed from the Federal Transit Administration. However, $550,000 has already been applied for as Flex funds, which leaves $730,000 to be applied for through 5307 funds.

ADA: 10% of the grant amount is eligible for ADA reimbursement.

Transit Feasibility Study for Orange Beach, AL: The FTA apportionment specifies that $37,032 of the FY15 grant amount is for Alabama, i.e. Baldwin County. In addition, $31,621 was specified as the grant amount for FY13. However, this amount was never

apportioned to Alabama, so this program of projects includes the $37,032 and the $31,621. The funds will be used to conduct a Transit Feasibility Study for Orange Beach, Alabama.

TDP update: It is an FTA requirement that the Transit Development Plan (TDP) is updated by an outside consultant every 5 years. This update is due by September 1, 2016. The cost for this update should not exceed $235,000, and the West Florida Regional Planning Council has advised Escambia County that they are able to contribute $45,000 towards this fee.

Shelters/Amenities: The FTA requires that grantees spend at least 1% of grant funds on bus amenities.

Safety/Security: The FTA requires that grantees spend at least 1% of grant funds on Safety and Security.

Two Large Heavy Duty Buses: It is recommended that Escambia County purchase 2 30' replacement buses at a cost of $340,000 per bus. These vehicles will replace two Large Heavy Duty Buses that have reached/exceeded their useful lives.

One Small Heavy Duty Bus: It is recommended that Escambia County purchase one Small Heavy Duty Bus to replace one trolley currently operating at the University of West Florida that has exceeded its useful life. The cost for the Small Heavy Duty Bus is estimated at $110,000.

This proposed Program of Projects, including any amendments, becomes the final Program of Projects when approved by the Board of County Commissioners after receiving comments at the scheduled public hearing.

As a result of their inclusion, Orange Beach is allotted a portion of the 5307 funds for their use regarding Transit Projects. Escambia County is the direct recipient of, and is responsible for managing the FTA funds for our Urbanized Area. Orange Beach will submit their request(s) for these funds in accordance with the Memorandum of Agreement between Escambia County and Baldwin County (attached).

BUDGETARY IMPACT:

The FY 14/15 Capital Grant Application has been included in the approved FY 2015 County Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The required FY 15 Certifications and Assurances have been filed electronically with the FTA. Kristin Hual, Assistant County Attorney, has reviewed and approved the Resolution as to form and legal sufficiency.

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 with FTA, FDOT, and Transportation and Traffic Operations all necessary funding activities covered by this grant application.

Attachments

Application

Resolution

Orange Beach MOU

DOT FTA

U.S. Department of Transportation Federal Transit Administration

Application

Recipient ID:	1092
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS
Project ID:	FL-90-X960
Budget Number:	1 - Budget Pending Approval
Project Information:	FY2015 CAPITAL PROJECTS FUNDING INC

Part 1: Recipient Information

Project Number:	FL-90-X960
Recipient ID:	1092
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS
Address:	221 PALAFOX PLACE SUITE 400, PENSACOLA, FL 32502 1591
Telephone:	(850) 595-3228
Facsimile:	(850) 595-3222

Union Information

Recipient ID:	1092
Union Name:	AMALGAMATED TRANSIT UNION, LOCAL 1395
Address 1:	3300 North Pace Boulevard
Address 2:	Suite 326
City:	Pensacola, FL 32505
Contact Name:	Mike Lowery
Telephone:	(850) 341-4068
Facsimile:	(850) 433-0596
E-mail:	atu1395@aol.com
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	$2,037,383

Project Number:	FL-90-X960
Project Description:	FY2015 CAPITAL PROJECTS FUNDING INC
Recipient Type:	County Agency
FTA Project Mgr:	Richelle Gosman 404-865-5478
Recipient Contact:	Kim Hansen 850-595-3228 ext. 1223
New/Amendment:	New
Amend Reason:	Initial Application
Fed Dom Asst. #:	20507
Sec. of Statute:	5307-2
State Appl. ID:	n/a
Start/End Date:	Jun. 01, 2015 - Sep. 30, 2016
Recvd. By State:	
EO 12372 Rev:	Not Applicable
Review Date:	None Specified
Planning Grant?:	NO
Program Date (STIP/UPWP/FTA Prm Plan) :	Oct. 14, 2014
Program Page:	780
Application Type:	Electronic
Supp. Agreement?:	Yes
Debt. Delinq. Details:	

Adjustment Amt:	$0
Total Eligible Cost:	$2,037,383
Total FTA Amt:	$2,037,383
Total State Amt:	$0
Total Local Amt:	$0
Other Federal Amt:	$0
Special Cond Amt:	$0
Special Condition:	None Specified
S.C. Tgt. Date:	None Specified
S.C. Eff. Date:	None Specified
Est. Oblig Date:	None Specified
Pre-Award Authority?:	Yes
Fed. Debt Authority?:	No
Final Budget?:	No

Urbanized Areas

UZA ID	UZA Name
129570	PENSACOLA, FL-AL

Congressional Districts

State ID	District Code	District Official
12	1	Jeff Miller

Project Details

Escambia County, FL requests FY2015 Capital Assistance using 5307 funds allocated in FY 2015. Requested funds total $ 2,037,383.

This application is for the partial apportionment of 5307 funds apportioned to Pensacola for FY2015.

Escambia will use these funds for preventive maintenance, ADA,rolling stock, transportation planning, bus shelters and security purposes.

The grantee certifies that for every vehicle procurement action to be funded by this grant the grant administrator (currently the director of finance) will ensure that independent cost estimates will be prepared and be available on file along with the corresponding cost/price analysis for the scope of work of the projects.

A copy of a Florida Department of Transportation letter, authorizing the use of $ 509,346 in toll revenue credits as a soft match for all capital related items will be included in this FY15 application after it is received from the Florida Department of Transportation.

Escambia County is the Community Transportation Coordinator(CTC). ADA paratransit services are currently provided through a service contract with First Transit as a result of a competitive procurement in accordance with Chapter 427 of Florida Statutes.

ECAT employees are represented by Local 1395 of the Amalgamated Transit Union.

Projects are included in STIP Dated 10/14/2014 project # 4222582 on page 780. This page is included with this application.

Earmarks

No information found.

Security

Yes – We will expend 1% or more of the 5307 funds in this grant application for security purposes. Please list security-related projects in the project budget and summarize them in the non-add scope code 991.

Part 3: Budget

Project Budget

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
442-00 METROPOLITAN PLANNING	2	$258,653.00	$258,653.00
ACTIVITY			
44.23.01 LONGTERM TRANS PLAN - SYSTEM LEVEL	1	$68,653.00	$68,653.00
44.23.01 LONGTERM TRANS PLAN - SYSTEM LEVEL	1	$190,000.00	$190,000.00
SCOPE			
117-00 OTHER CAPITAL ITEMS (BUS)	2	$933,738.00	$933,738.00

ACTIVITY			
11.7A.00 PREVENTIVE MAINTENANCE	1	$730,000.00	$730,000.00
11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	$203,738.00	$203,738.00
SCOPE			
111-00 BUS - ROLLING STOCK	3	$790,000.00	$790,000.00
ACTIVITY			
11.12.03 BUY REPLACEMENT 30-FT BUS	2	$680,000.00	$680,000.00
11.12.04 BUY REPLACEMENT <30 FT BUS	1	$110,000.00	$110,000.00
SCOPE			
119-00 Bus Associated Transit Improvements	2	$27,496.00	$27,496.00
ACTIVITY			
11.92.02 PURCHASE BUS SHELTERS	2	$27,496.00	$27,496.00
SCOPE			
114-00 BUS: SUPPORT EQUIP AND FACILITIES	1	$27,496.00	$27,496.00
ACTIVITY			
11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP	1	$27,496.00	$27,496.00
		Estimated Total Eligible Cost:	**$2,037,383.00**
		Federal Share:	**$2,037,383.00**
		Local Share:	**$0.00**

OTHER (Scopes and Activities not included in Project Budget Totals)

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
991-00 SECURITY EXPENDITURES	1	$27,496.00	$27,496.00
ACTIVITY			
11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP	1	$27,496.00	$27,496.00

No Amendment Funding Source information is available for the selected project

Alternative Fuel Codes

11.12.03	BUY REPLACEMENT 30-FT BUS	Diesel Fuel
11.12.04	BUY REPLACEMENT <30 FT BUS	Diesel Fuel

Extended Budget Descriptions

44.23.01	LONGTERM TRANS PLAN - SYSTEM LEVEL	1	$68,653.00	$68,653.00
Baldwin County in Alabama would like to use these funds for a transit feasibility study that is now included in the UPWP which is enclosed with this application.				
44.23.01	LONGTERM TRANS PLAN - SYSTEM LEVEL	1	$190,000.00	$190,000.00
Escambia County is required to prepare a major TDP update every 5 years. Escambia County will hire a consultant to perform this study.				
11.7A.00	PREVENTIVE MAINTENANCE	1	$730,000.00	$730,000.00
Will provide funding for Preventive Maintenance cost (labor and parts) for maintaining a 45 vehicle bus fleet. Funding will be used from Otober 1, 2014 through September 30, 2015. Escambia County has a force account plan.				
11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	$203,738.00	$203,738.00
Federal contribution to FY15 ADA Paratransit Service purchased from private provider under terms of Service Contract. Escambia County is the Community Transportation Coordinator (CTC). ADA paratransit service is currently provided through a service contract with First Transit as a result of a competitive procurement in accordance with Cahpter 427 of Florida Statutes. The period of Service covered by this grant will be from October 1, 2014 to September 30, 2015.				
11.12.03	BUY REPLACEMENT 30-FT BUS	2	$680,000.00	$680,000.00
Escambia County Area Transit would like to replace 2 1999 30` Gillig Phantom`s (which ECAT certifies have already reached their useful life) with 2 30` ElDorado buses. The current mileage for these vehicles are 478,446 and 438,523 respectively. We expect the useful life of the new vehicles to be 10 years or 350,000 miles. ECAT recently ordered ElDorado buses for about $ 320,000 each for which reason this grant assumes a cost of about $ 340,000 per vehicle.				
11.12.04	BUY REPLACEMENT <30 FT BUS	1	$110,000.00	$110,000.00

Escambia County Area Transit would like to use this funding to replace 1 1996 replica trolley (which ECAT certifies has already reached it`s useful life) with one 29` Champion Defender bus. The current mileage for the replica trolley is 242,401. The expected useful life for this vehicle is 7 years or 200,000 miles. ECAT has recently ordered 29` Champion Defender buses for about $ 110,000/vehicle.				
11.92.02	PURCHASE BUS SHELTERS	2	$27,496.00	$27,496.00
Escambia County Area Transit plans on acquiring 2 new bus shelters. The expected useful life of these bus shelters is 15 years.				
11.42.09	ACQUIRE - MOBILE SURV/SECURITY EQUIP	1	$27,496.00	$27,496.00
Funding will be used for bus security improvements. If any item is acquired for over $ 5,000, we expect the useful life of such equipment to be 5 years.				

Changes since the Prior Budget

No information found.

Part 4. Milestones

11.7A.00 PREVENTIVE MAINTENANCE 1 $730,000 $730,000

	Milestone Description	Est. Comp. Date
1.	Capital Preventive Maintenance	Jun. 01, 2015
	Capital cost of transit system preventive maintenance program from October 1, 2014 to September 30, 2015. Use of Florida Toll Revenue credis as local match authorized for this project. Preventive maintenance includes personnel and material cost for maintenance of revenue vehicles and other maintenance cost as defined by the NTDB instructions and reported in the annual NTD report.	
2.	Final Expenditure	Sep. 30, 2015
	We expect to request funding no later than September 30, 2015.	

11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE 1 $203,738 $203,738

	Milestone Description	Est. Comp. Date
1.	ADA Paratransit	Jun. 01, 2015
	Mandatory ADA Paratransit Service throughout ECAT service area. Service provided through BCC contract with local provider.	
2.	Final Expenditure	Sep. 30, 2015
	We expect to request funding no later than September 30, 2015	

11.12.03 BUY REPLACEMENT 30-FT BUS 2 $680,000 $680,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB OUT FOR BID	Jul. 31, 2015
	ECAT plans on replacing two 30` Gillig buses with two 30` ElDorado buses.	
2.	CONTRACT AWARDED	Oct. 31, 2015
3.	FIRST VEHICLE DELIVERED	May. 31, 2016
4.	ALL VEHICLES DELIVERED	Jul. 31, 2016
5.	CONTRACT COMPLETE	Sep. 30, 2016

11.12.04 BUY REPLACEMENT <30 FT BUS 1 $110,000 $110,000

	Milestone Description	Est. Comp. Date
1.	FIRST VEHICLE DELIVERED	Jul. 31, 2015
	Escambia County expects to replace one replica trolley with one 29` Champion Defender	
2.	ALL VEHICLES DELIVERED	Oct. 31, 2015
3.	CONTRACT COMPLETE	May. 31, 2016
4.	RFP/IFB OUT FOR BID	Jul. 31, 2016
	Escambia County plans to replacea a replica trolley with a 29` Champion Defender.	
5.	CONTRACT AWARDED	Sep. 30, 2016

11.92.02 PURCHASE BUS SHELTERS 2 $27,496 $27,496

	Milestone Description	Est. Comp. Date
1.	RFP out for bid	Oct. 31, 2015
	Escambia County expects to replace two bus shelters	
2.	CONTRACT AWARDED	Jan. 31, 2016
3.	CONTRACT COMPLETE	May. 31, 2016

11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP 1 $27,496 $27,496

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Jun. 01, 2015
	ECAT expects to acquire various items to improve security throughout all ECAT services.	

2.	Contract Award	Dec. 31, 2015
3.	Contract Complete	Jun. 30, 2016

11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP 1 $27,496 $27,496

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Jun. 01, 2015
	ECAT expects to acquire various items to improve security throughout all ECAT services.	
2.	Contract Award	Dec. 31, 2015
3.	Contract Complete	Jun. 30, 2016

Part 5. Environmental Findings

117A00 PREVENTIVE MAINTENANCE 1 $730,000 $730,000

Finding No. 1 - Class II(c)

C07 - Acquisition, Maintenance of Vehicles / Equipment

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

117C00 NON FIXED ROUTE ADA PARATRANSIT SERVICE 1 $203,738 $203,738

Finding No. 1 - Class II(c)

C05 - Action Promoting Safety, Security, Accessibility

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

114209 ACQUIRE - MOBILE SURV/SECURITY EQUIP 1 $27,496 $27,496

Finding No. 1 - Class II(c)

C05 - Action Promoting Safety, Security, Accessibility

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

114209 ACQUIRE - MOBILE SURV/SECURITY EQUIP	1	$27,496	$27,496

Finding No. 1 - Class II(c)

C05 - Action Promoting Safety, Security, Accessibility

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

111203 BUY REPLACEMENT 30-FT BUS	2	$680,000	$680,000

Finding No. 1 - Class II(c)

C06 - Acquisition, Transfer of Real Property Interest

Acquisition or transfer of an interest in real property that is not within or adjacent to recognized environmentally sensitive areas (e.g., wetlands, non-urban parks, wildlife management areas) and does not result in a substantial change in the functional use of the property or in substantial displacements, such as: acquisition for scenic easements or historic sites for the purpose of preserving the site. This CE extends only to acquisitions and transfers that will not limit the evaluation of alternatives for future FTA-assisted projects that make use of the acquired or transferred property.

111204 BUY REPLACEMENT <30 FT BUS	1	$110,000	$110,000

Finding No. 1 - Class II(c)

C06 - Acquisition, Transfer of Real Property Interest

Acquisition or transfer of an interest in real property that is not within or adjacent to recognized environmentally sensitive areas (e.g., wetlands, non-urban parks, wildlife management areas) and does not result in a substantial change in the functional use of the property or in substantial displacements, such as: acquisition for scenic easements or historic sites for the purpose of preserving the site. This CE extends only to acquisitions and transfers that will not limit the evaluation of alternatives for future FTA-assisted projects that make use of the acquired or transferred property.

119202 PURCHASE BUS SHELTERS	2	$27,496	$27,496

Finding No. 1 - Class II(c)

C05 - Action Promoting Safety, Security, Accessibility

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

442301 LONGTERM TRANS PLAN - SYSTEM LEVEL	1	$68,653	$68,653

Finding No. 1 - Class II(c)

C04 - Planning and Administrative Activity

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

442301 LONGTERM TRANS PLAN - SYSTEM LEVEL	1	$190,000	$190,000

Finding No. 1 - Class II(c)

C04 - Planning and Administrative Activity

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

Part 6: Fleet Status

Fixed Route

		Before	Change	After
I.	**Active Fleet**			

	A. Peak Requirement	31	0	31
	B. Spares	14	0	14
	C. Total (A+B)	45	0	45
	D. Spare Ratio (B/A)	45.16%	0.00%	45.16%
II.	**Inactive Fleet**			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	**Total (I.C and II.C)**	45	0	45

Paratransit

		Before	Change	After
I.	**Active Fleet**			
	A. Peak Requirement	13	0	13
	B. Spares	0	0	0
	C. Total (A+B)	13	0	13
	D. Spare Ratio (B/A)	0.00%	0.00%	0.00%
II.	**Inactive Fleet**			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	**Total (I.C and II.C)**	13	0	13

Part 7. FTA Comments

No information found.

Part 8: Results of Reviews

The reviewer did not find any errors

RESOLUTION NUMBER R2015-_____

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

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects and budget; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including a provision by it of the local share of project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with these projects, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

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

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

SECTION 2. That the Chairman of the Escambia County Board of County Commissioners or the County Administrator is authorized to execute and file applications with the U.S. Department of Transportation for aid in financing the planning and capital assistance program of projects and budget (FY14/15) pursuant to Chapter 53 of Title VI of the Title 49, U.S. Code on behalf of Escambia County

SECTION 3. That the County Administrator is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 4. That the General Manager, Escambia County Area Transit, is authorized to file the Grant Application, Execution, and any amendments or other documents required by the U.S. Department of Transportation for the administration of this grant project, utilizing the Federal Transportation Electronic Award and Management (TEAM) system.

SECTION 5. That the County Administrator is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for the program of projects and budget.

SECTION 6. That the County Administrator is authorized to set forth and execute affirmative minority business policies in connection with the program of projects and budgeted procurement needs.

SECTION 7. That the Chairman of the Escambia County Board of County Commissioners is authorized to execute grant agreements for aid in financing the planning and capital assistance program of projects and budget (FY14/15) on behalf of Escambia County.

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

ADOPTED 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)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/8/15

MEMORANDUM OF AGREEMENT REGARDING THE ADMINISTRATION OF FEDERAL TRANSIT ADMINISTRATION 5307 FUNDS FOR THE PENSACOLA, FLORIDA-ALABAMA URBANIZED AREA

This Agreement is made and entered into on this 15th day of April, 2014, by and between Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Escambia County"), and Baldwin County, a political subdivision of the State of Alabama, acting by and through the Baldwin County Commission (hereinafter referred to as "Baldwin County"), and the Florida-Alabama Transportation Planning Organization (hereinafter referred to as "TPO").

WITNESSETH:

WHEREAS, Escambia County is the direct recipient and manager of all Federal Transit Administration (FTA) 5307 funds for the Pensacola, Florida-Alabama Urbanized Area (hereafter "Pensacola UZA"); and

WHEREAS, the Pensacola UZA includes portions of Baldwin County, Alabama; and

WHEREAS, Escambia County Area Transit (hereafter "ECAT"), a fixed-route public transportation service provided by Escambia County, does not provide public transit service in Baldwin County; and

WHEREAS, the Moving Ahead for Progress in the 21st Century Act (P.L. 112-141) (hereafter "MAP-21") apportions the Pensacola UZA 5307 funds between the Pensacola UZA in Florida and the Pensacola UZA in Alabama.

NOW, THEREFORE, Baldwin County, Escambia County, and the Florida-Alabama Transportation Planning Organization hereby acknowledge and agree as follows:

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

2. Escambia County, by and through ECAT, will continue to receive and manage the Pensacola UZA's entire apportionment of 5307 funds, and will keep an accounting of those 5307 funds specifically apportioned by MAP-21 to the Pensacola UZA in Alabama.

3. Baldwin County will submit project(s) to ECAT for programming 5307 funds and to the Florida-Alabama Transportation Planning Organization (TPO) for inclusion in the TPO's Transportation Improvement Program (TIP). Baldwin County will invoice ECAT to receive reimbursement for project costs from Baldwin County's portion of the 5307 funds.

4. Subject to all applicable laws, rules, and regulations, this Agreement shall become effective upon the same date as its full execution and shall continue for a term of three (3) years from the date of full execution as long as Escambia County is the direct recipient and manager of the FTA 5307 funds for the Pensacola UZA which are apportioned or appropriated for use in the Urbanized Area in Alabama.

5. The parties agree that any state or federal court action or other proceeding relating

to this Agreement shall be instituted and prosecuted in the County of Escambia, Florida.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties subscribed below:

Approved as to form and legal sufficiency.

By/Title: [signature]
Date: 4/23/14

ATTEST: Pam Childers
Clerk of the Circuit Court

By: [signature]
~~County~~ Clerk:
Deputy

(SEAL)

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

[signature]
Lumon J. May, Chairman

Date: 5/15/2014

Date BCC Approved
5/15/2014

BALDWIN COUNTY COMMISSION

[signature]
Chairperson: Charles F. Gruber

Date: 4/15/14

ATTEST:

By: [signature]
David A. Z. Brewer
County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Monica E. Taylor, a Notary Public in and for said County, in said State, hereby certify that CHARLES F. GRUBER, as Chairperson of the Baldwin County Commission, and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily for and as an act of the Baldwin County Commission.

Given under my hand and official seal, this the 15th day of April, 2014.

[signature]
Notary Public
My Commission Expires: My Commission Expires 09/05/2016

Florida-Alabama Transportation Planning Organization

Gene M. Valentino, Chairperson

Date: 6/16/14

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

I, Felicia A Knight-Marlow, a Notary Public in and for said County, in said State, hereby certify that GENE M. VALENTINO, as Chairperson of the Florida-Alabama Transportation Planning Organization, and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily for and as an act of the Florida-Alabama Transportation Planning Organization.

Given under my hand and official seal, this the 16th day of June, 2014.

Notary Public
My Commission Expires:_____

FELICIA A. KNIGHT-MARLOW
MY COMMISSION # FF7709
EXPIRES: May 25, 2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8062 **Public Hearings 12.**
BCC Regular Meeting
Meeting Date: 04/23/2015
Issue: Not exceeding $50,000,000 Wisconsin Public Finance Authority Revenue Bonds on behalf of the American Agape Foundation, Inc., or one of its affiliates
From: JoLinda Herring, Shareholder
Organization: Bryant Miller Olive P.A.
CAO Approval:

RECOMMENDATION:

5:33 p.m. Continuation of April 9, 2015, 5:32 p.m. TEFRA Public Hearing for consideration of authorizing the issuance, by the Wisconsin Public Finance Authority, of not-to-exceed $50,000,000 in revenue bonds, on behalf of the American Agape Foundation, Inc., or one of its affiliates, for the purpose of financing or refinancing the costs to acquire and rehabilitate certain residential rental housing communities, including, but not limited to, Oakwood Terrace located at 700 West Truman Avenue, Pensacola, Florida 32505.

Recommendation: That the Board take the following action concerning the issuance, by the Wisconsin Public Finance Authority (the "Issuer"), of not-to-exceed $50,000,000 in revenue bonds (the "Bonds"), on behalf of American Agape Foundation, Inc., or one of its affiliates (the "Company"), for the purpose of financing or refinancing the costs to acquire and rehabilitate certain residential rental housing communities, including, but not limited to, Oakwood Terrace located at 700 West Truman Avenue, Pensacola, Florida 32505:

A. Ratify the scheduling of the April 9, 2015, Public Hearing and publication of the Notice of the Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for consideration of authorizing the issuance of the Bonds and advertising of the Notice of Public Hearing;

B. Conduct the TEFRA Public Hearing; and

C. Following the Public Hearing, adopt and authorize the Chairman to execute the Resolution authorizing the issuance and sale of the Bonds, upon the terms established therein. The Bonds will not be issued by the County nor obligate the credit of the County or pose any obligation or liability for the County.

BACKGROUND:

On April 9, 2015, the Board approved the continuation of the April 9, 2015, TEFRA hearing to April 23, 2015 at 5:33 p.m., at which time the Board will conduct the TEFRA hearing and consider the adoption of the Resolution authorizing the issuance and sale of the Bonds upon the terms established therein. The meeting was continued in order to allow the borrower of the proceeds of proposed revenue bonds additional time in which to provide the Board with more specific details concerning the physical improvements to be made to Oakwood Terrace and concerning operational improvements that will enhance the quality of life for residents of Oakwood Terrace. The proposed Bonds are to be issued by the Issuer to finance or refinance (a) the costs to acquire and rehabilitate certain residential rental housing communities, including, but not limited to, Oakwood Terrace located at 700 West Truman Avenue, Pensacola, Florida 32505, (b) to pay capitalized interest on the Bonds, (c) to fund reserves, and (d) pay certain costs associated with the issuance of the Bonds. The Bonds do not constitute the debt or indebtedness of the County within the meaning of any provision or limitation of the statutes or Constitution of the State of Florida, and shall not constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing powers.

BUDGETARY IMPACT:

The County will not be required to make any payments or incur any costs for the Bonds. The County shall be also be reimbursed by the Borrower for out of pocket expenses as outlined in Chapter 46, Article VII, of the County's Code of Ordinances (the "Conduit Bonds Ordinance").

LEGAL CONSIDERATIONS/SIGN-OFF:

Richard Lott and JoLinda Herring, Bryant Miller Olive P.A., the County's Bond Counsel, will review the documents on behalf of the County to insure that the County has no liability or obligation under the Bonds.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Bonds will comply with the Board's requirements for the issuance of conduit bonds, as established in the Conduit Bonds Ordinance.

IMPLEMENTATION/COORDINATION:

None.

Attachments

Resolution

RESOLUTION NO. R2015-___

RESOLUTION APPROVING THE ISSUANCE OF BONDS BY THE WISCONSIN PUBLIC FINANCE AUTHORITY FOR THE AMERICAN AGAPE FOUNDATION PORTFOLIO PROJECT.

WHEREAS, the Public Finance Authority (the "Issuer") has been established and is validity existing under Wisconsin Statutes Section 66.0304 (the "Act") and an Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the "Agreement"), which the Attorney General of the State of Wisconsin (the "State") has determined pursuant to the Act to be in proper form and compatible with the laws of the State; and

WHEREAS, the Issuer intends to issue the Public Finance Authority Multifamily Housing Revenue Bonds (American Agape Foundation Portfolio Project), Series 2015 (the "Bonds"), issuable in one or more series; and

WHEREAS, the purpose of this approval is to satisfy the public approval requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") in connection with the issuance of the Bonds; and

WHEREAS, the proceeds of the Bonds will be used by various limited liability companies, the sole member of each is Agape 2015 Portfolio, Inc., a Delaware nonprofit corporation (the "Sole Member") which is a subordinate entity of American Agape Foundation, Inc., a Delaware nonprofit corporation (the "Parent" together with the Sole Member and related limited liability company, the "Borrower") described in Section 501(c)(3) of the Code and exempt from federal income taxation under Section 501(a) of the Code, and its successors and assigns for the purpose of financing or refinancing the costs to: (a) acquire, renovate, furnish and equip certain residential rental housing communities, including, but not limited to, Oakwood Terrace located at 700 West Truman Avenue, Pensacola, FL 32505 (the "Project"), (b) to pay capitalized interest on the Bonds, (c) to fund reserves, and (d) pay certain costs associated with the issuance of the Bonds. Each project will be owned and operated by the respective Borrower; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by an applicable elected representative of the governmental unit on behalf of which such bonds are to be issued, and any plan of finance therefor, following a public hearing; and

WHEREAS, the required notice of such public hearing was published in the *Pensacola News Journal*, a newspaper of general circulation in Escambia County, Florida (the "County") on March 22, 2015; and

WHEREAS, following publication of such notice, the Bonds and the plan of finance have been submitted to a public hearing held by the Board of County Commissioners of the County (the "Board") on this date, as required pursuant to Section 147(f) of the Code; and

WHEREAS, the Board has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views; and

WHEREAS, the Board desires to approve the Bonds and the plan of finance pursuant to the requirements of Section 147(f) of the Code;

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

Section 1. The Board hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the County, on March 22, 2015. A certified affidavit establishing proof of proper publication of the Notice is accepted into the record, a copy of which is attached as Exhibit A hereto. After diligent and conscientious consideration of the comments and concerns expressed by the persons appearing at the public hearing, and after diligent and conscientious consideration of any written correspondence, the Board, for the purpose of Section 147(f) of the Code, hereby approves the Bonds, the financing of the Project described herein and in the Notice, and further approves the plan of finance for the issuance by the Issuer from time to time of not exceeding $50,000,000 of the Bonds, for the purposes herein described.

Section 2. Nothing herein shall be deemed to obligate the County to make any payments or undertake any responsibilities for the costs and expenses and other financial liabilities that may be incurred in connection herewith; provided that the County's Conduit Bond fee shall be applied toward payment of the fee of the County's Bond Counsel.

[Remainder of page intentionally left blank]

Section 3. This Resolution shall be in full force and effect immediately upon its passage.

Passed and approved this 23rd day of April, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

[SEAL]

By: _____
Steven Barry, Chairman

ATTEST:

PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

Approved as to form and legality:

By: _____
County Attorney

EXHIBIT A

PROOF OF PUBLICATION OF PUBLIC HEARING

[See attached.]

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-7995 **Clerk & Comptroller's Report** **13. 1.**

BCC Regular Meeting **Consent**

Meeting Date: 04/23/2015

Issue: TDT Collection Data for the February 2015 Returns Received in March 2015

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the February 2015 Returns received in March 2015

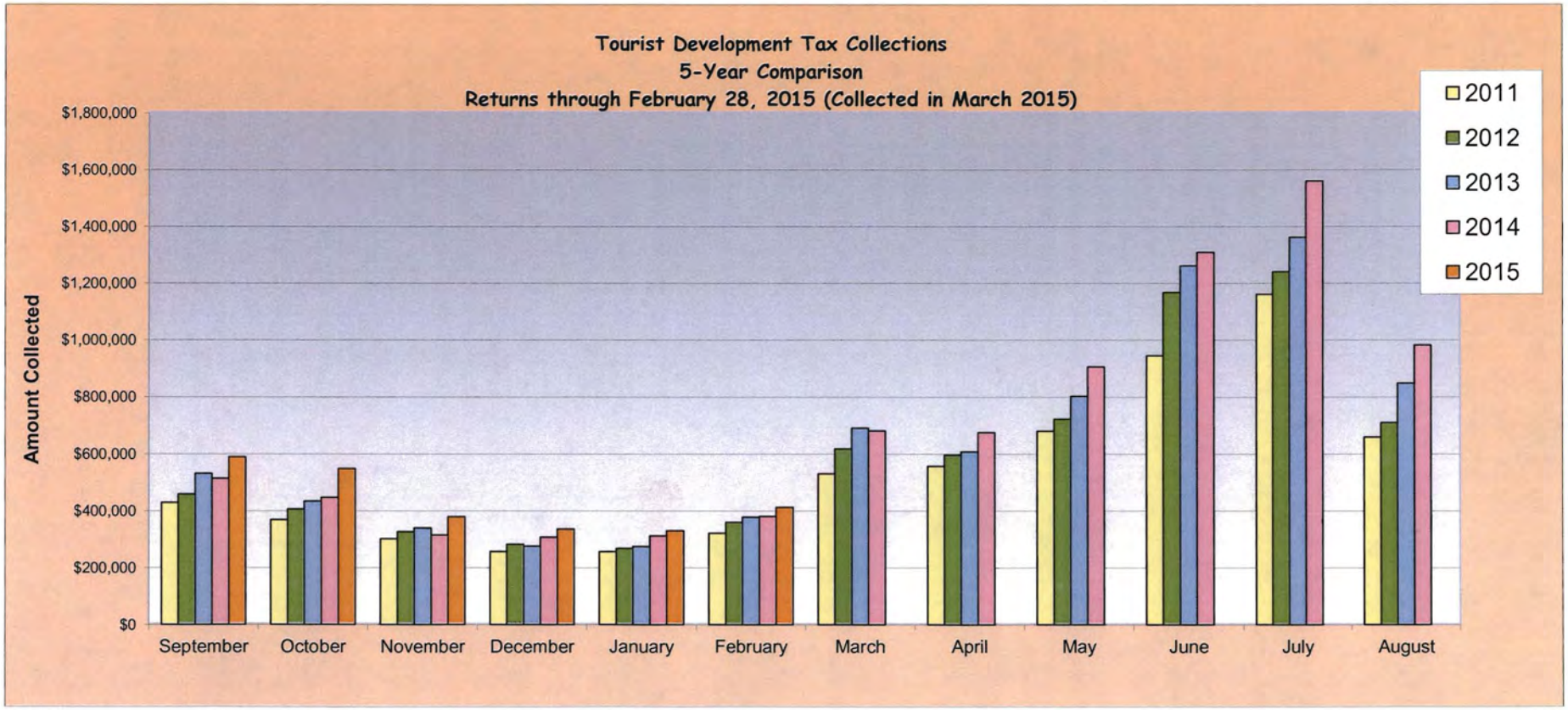
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the February 2015 returns received in the month of March 2015, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the sixth month of collections for the Fiscal Year 2015; total collections for the month of February 2015 returns was $412,271.39; this is an 8.11% increase over the February 2014 returns; total collections year-to-date are 13.99% more than the comparable time frame in Fiscal Year 2014.

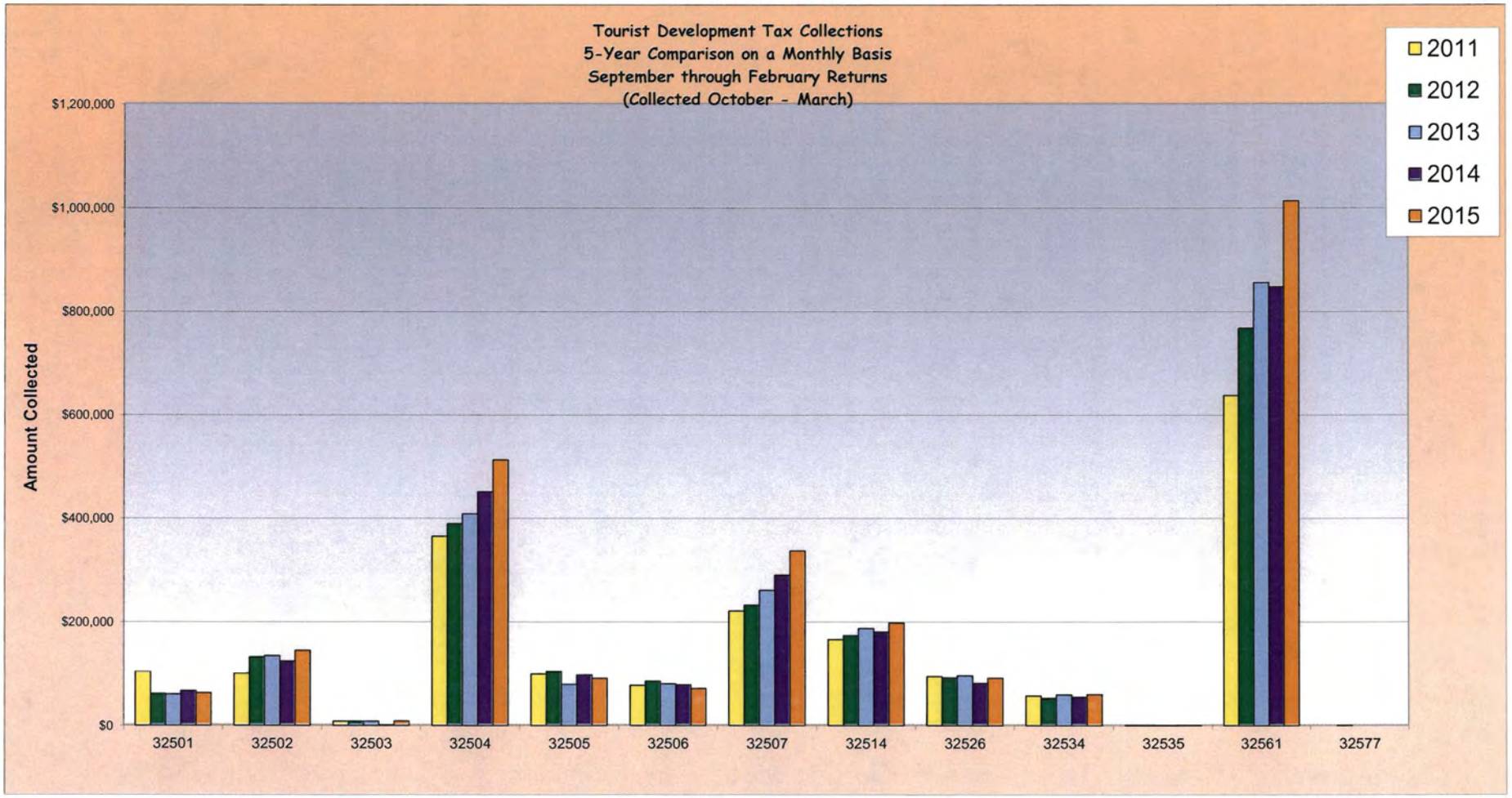
Attachments

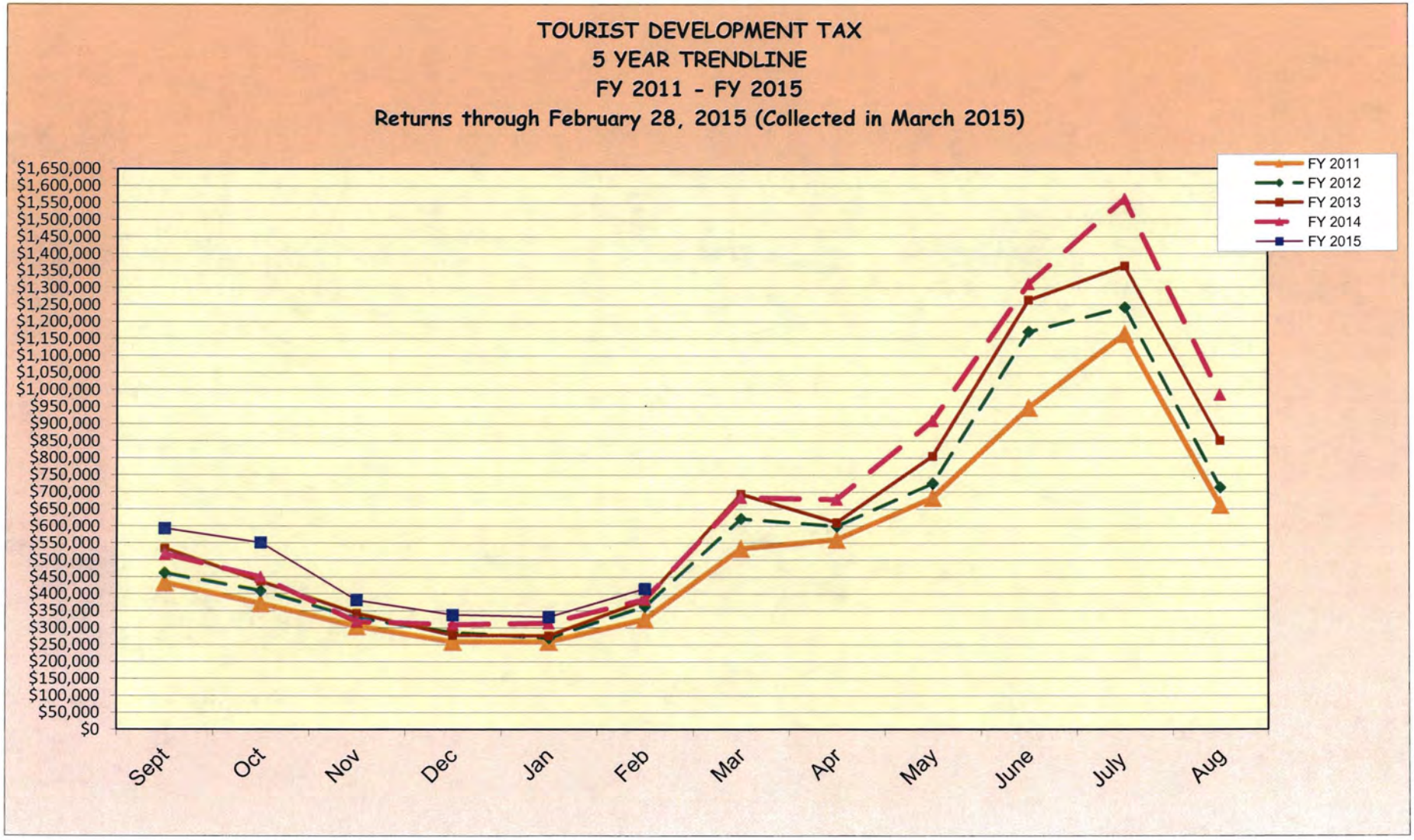
February 2015 TDT Collections Received in March

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF MARCH 2015

Zip Code	Fiscal Year 2015 YTD Collected	Fiscal Year 2014 YTD Collected	Difference	% Change
32501	63,014	66,814	(3,800)	-6%
32502	145,082	124,078	21,004	17%
32503	8,832	1,102	7,730	701%
32504	513,006	451,267	61,739	14%
32505	91,491	97,984	(6,493)	-7%
32506	71,639	78,525	(6,886)	-9%
32507	337,176	290,465	46,711	16%
32514	197,809	180,750	17,059	9%
32526	91,732	81,838	9,894	12%
32534	59,990	54,913	5,077	9%
32535	759	769	(10)	-1%
32561	1,013,890	847,891	165,999	20%
32562	-	-	-	0%
32577	415	-	415	0%
Total	**$ 2,594,835**	**$ 2,276,396**	**$ 318,439**	**14%**


Tourist Development Tax Collections
5-Year Comparison
Returns through February 28, 2015 (Collected in March 2015)
Amount Collected
$1,800,000
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2011
2012
2013
2014
2015


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
September through February Returns
(Collected October - March)
2011
2012
2013
2014
2015
Amount Collected
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577


TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2011 - FY 2015
Returns through February 28, 2015 (Collected in March 2015)
$1,650,000
$1,600,000
$1,550,000
$1,500,000
$1,450,000
$1,400,000
$1,350,000
$1,300,000
$1,250,000
$1,200,000
$1,150,000
$1,100,000
$1,050,000
$1,000,000
$950,000
$900,000
$850,000
$800,000
$750,000
$700,000
$650,000
$600,000
$550,000
$500,000
$450,000
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug
FY 2011
FY 2012
FY 2013
FY 2014
FY 2015

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

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/14	12,080	2%	28,432	5%	1,001	0%	90,027	15%	17,610	3%
11/14	11,576	2%	28,797	5%	1,508	0%	91,522	17%	19,570	4%
12/14	10,150	3%	23,205	6%	1,947	1%	85,208	22%	12,546	3%
01/15	8,965	3%	19,469	6%	1,080	0%	76,865	23%	14,358	4%
02/15	9,315	3%	20,156	6%	1,559	0%	78,723	24%	11,946	4%
03/15	10,927	3%	25,024	6%	1,737	0%	90,663	22%	15,462	4%
Total	$ 63,014	2%	$ 145,082	6%	$ 8,832	0%	$ 513,006	20%	$ 91,491	4%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/14	13,395	2%	91,990	16%	34,533	6%	13,979	2%	10,808	2%
11/14	14,690	3%	75,256	14%	36,155	7%	14,417	3%	10,733	2%
12/14	12,375	3%	38,153	10%	31,823	8%	14,509	4%	9,370	2%
01/15	7,525	2%	31,710	9%	31,878	9%	9,581	3%	9,763	3%
02/15	10,575	3%	41,775	13%	31,056	9%	22,378	7%	9,109	3%
03/15	13,079	3%	58,292	14%	32,364	8%	16,867	4%	10,206	2%
Total	$ 71,639	3%	$ 337,176	13%	$ 197,809	8%	$ 91,732	4%	$ 59,990	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/14	124	0%	275,711	47%	-	0%	-	0%	589,690	100%
11/14	213	0%	243,220	44%	-	0%	415	0%	548,072	100%
12/14	104	0%	139,615	37%	-	0%	-	0%	379,004	100%
01/15	102	0%	124,512	37%	-	0%	-	0%	335,807	100%
02/15	111	0%	93,287	28%	-	0%	-	0%	329,990	100%
03/15	104	0%	137,546	33%	-	0%	-	0%	412,271	100%
Total	$ 759	0%	$ 1,013,890	39%	$ -	0%	$ 415	0%	$ 2,594,835	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2014
AS OF MARCH 31, 2014

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 Including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/13	13,055	3%	21,773	4%	74	0%	76,053	15%	12,054	2%
11/13	12,292	3%	22,419	5%	337	0%	79,832	18%	13,031	3%
12/13	10,461	3%	19,841	6%	127	0%	70,183	22%	14,698	5%
01/14	9,802	3%	17,221	6%	167	0%	69,013	22%	13,282	4%
02/14	10,841	3%	21,057	7%	178	0%	74,550	24%	13,539	4%
03/14	10,364	3%	21,766	6%	218	0%	81,636	21%	31,380	8%
Total	$ 66,814	3%	$ 124,078	5%	$ 1,102	0%	$ 451,267	20%	$ 97,984	4%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/13	13,722	3%	82,444	16%	34,979	7%	13,977	3%	9,085	2%
11/13	13,745	3%	57,245	13%	34,218	8%	12,873	3%	9,119	2%
12/13	12,565	4%	29,239	9%	23,703	8%	13,183	4%	8,082	3%
01/14	11,745	4%	33,224	11%	30,444	10%	13,144	4%	9,909	3%
02/14	13,039	4%	36,787	12%	27,435	9%	15,556	5%	9,583	3%
03/14	13,708	4%	51,525	14%	29,970	8%	13,106	3%	9,134	2%
Total	$ 78,525	3%	$ 290,465	13%	$ 180,750	8%	$ 81,838	4%	$ 54,913	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/13	241	0%	236,152	46%	-	0%	-	0%	513,611	100%
11/13	208	0%	191,726	43%	-	0%	-	0%	447,045	100%
12/13	104	0%	113,290	36%	-	0%	-	0%	315,476	100%
01/14	89	0%	99,026	32%	-	0%	-	0%	307,066	100%
02/14	54	0%	89,220	29%	-	0%	-	0%	311,839	100%
03/14	73	0%	118,477	31%	-	0%	-	0%	381,359	100%
Total	$ 769	0%	$ 847,891	37%	$ -	0%	$ -	0%	$ 2,276,396	100%

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2006-2015									
Month Of	For The										
Collection	Month Of	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
OCT	SEP	$302,728	$245,125	$288,077	$277,444	$274,902	$321,850	$343,637	$398,300	$385,209	$442,268
NOV	OCT	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054
DEC	NOV	229,491	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253
JAN	DEC	198,766	179,798	163,665	169,734	164,750	192,546	212,164	207,117	230,300	251,856
FEB	JAN	205,121	179,184	180,694	176,773	171,885	192,262	200,843	205,954	233,879	247,492
MAR	FEB	225,806	212,686	227,362	215,131	201,473	241,571	270,226	283,812	286,019	309,204
TOTAL		**$1,424,173**	**$1,254,377**	**$1,304,594**	**$1,255,810**	**$1,265,908**	**$1,450,903**	**$1,576,294**	**$1,675,279**	**$1,707,299**	**$1,946,126**

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2006-2015									
Month Of Collection	For The Month Of	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
OCT	**SEP**	$100,760	$81,708	$96,026	$92,482	$91,634	$107,283	$114,546	$132,767	$128,403	$147,422
NOV	**OCT**	87,266	74,882	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018
DEC	**NOV**	76,287	70,980	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751
JAN	**DEC**	65,960	59,933	54,555	56,578	54,917	64,182	70,721	69,039	76,767	83,952
FEB	**JAN**	67,836	59,728	60,231	58,924	57,295	64,087	66,948	68,651	77,960	82,497
MAR	**FEB**	74,453	70,895	75,787	71,710	67,158	80,524	90,075	94,604	95,340	103,068
	TOTAL	**$472,562**	**$418,126**	**$434,865**	**$418,603**	**$421,969**	**$483,634**	**$525,431**	**$558,426**	**$569,099**	**$648,708**

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-8054 **Clerk & Comptroller's Report** **13. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 04/23/2015
Issue: March 2015 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the March 2015 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended March 31, 2015, as required by Ordinance Number 95-13; on March 31, 2015, the portfolio market value was $272,293,073 and portfolio earnings totaled $133,332 for the month; the short-term portfolio yield was 0.20%, which should be compared to the S&P Government Index Pool Index 30-Day Benchmark of 0.13%; the enhanced cash portfolio achieved a yield of 0.51%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.27%; the long-term CORE portfolio achieved a total return of 0.43%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.42%.

Attachments

March 2015 Investment Report

INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2014-2015
March 31, 2015

Prepared by:

Pam Childers
Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2014-2015
March 31, 2015

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value February 28, 2015	Market Value March 31, 2015
Bank Accounts	$ 25,735,293	$ 23,021,734
Money Market Accounts	55,216,456	55,227,826
State Board of Administration	49,224,348	56,232,746
Certificates of Deposit	10,000,000	10,000,000
Money Market Mutual Fund	3,538,118	2,139,683
U.S. Treasury Bond/Notes	47,630,657	49,121,358
Federal Agency Bond/Note	43,209,330	36,591,500
Municipal Bonds	2,262,611	5,458,962
Corporate Notes	20,704,311	24,515,971
Commercial Paper	9,984,418	9,983,293
Total Portfolio Assets:	$ 267,505,542	$ 272,293,073
Current Month Earnings:	**$ 126,440**	**$ 133,332**
Fiscal Year to Date Earnings:	**$ 741,874**	**$ 875,205**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	February 28, 2015	March 31, 2015
Market Value	**$ 140,176,096**	**$ 144,482,306**
Short Term Portfolio Yield:	**0.21%**	**0.20%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.12%	0.13%
Fiscal YTD Earnings:	**$ 96,509**	**$ 119,886**

ENHANCED CASH PORTFOLIO:	February 28, 2015	March 31, 2015
Market Value	**$ 40,042,134**	**$ 40,092,929**
Enhanced Cash Portfolio Yield to Maturity at Cost:	**0.48%**	**0.51%**
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:	0.23%	0.27%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.58%	0.53%
Effective Duration (Years)	**1.2**	**1.10**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.79	1.79
Fiscal YTD Earnings:	**$ 44,539**	**$ 62,625**

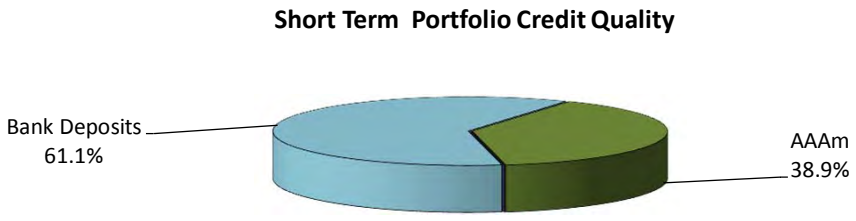
LONG TERM CORE PORTFOLIO:	February 28, 2015	March 31, 2015
Market Value	**$ 87,287,312**	**$ 87,717,838**
CORE Portfolio Yield to Maturity at Cost:	**1.06%**	**1.14%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.87%	0.79%
CORE Portfolio Total Return:	**-0.42%**	**0.43%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	-0.51%	0.42%
Effective Duration (Years)	**2.52**	**2.70**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.60	2.63
Fiscal YTD Earnings:	**$ 600,826**	**$ 692,695**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2014-2015
March 31, 2015

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

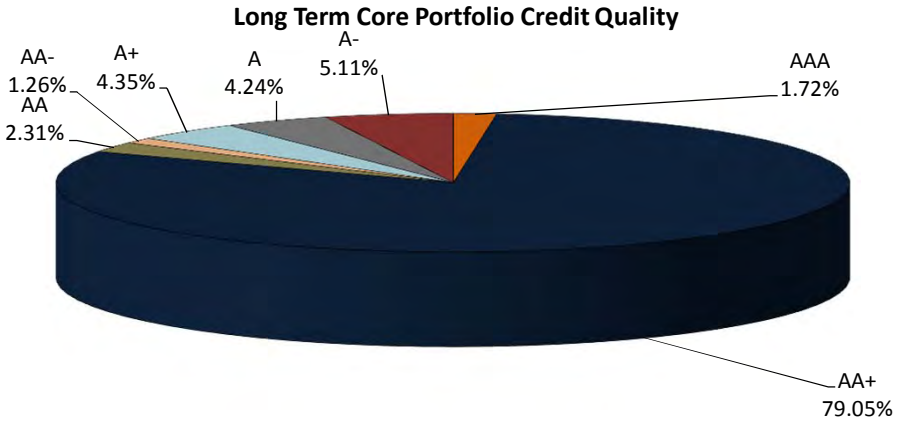
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 23,021,734	15.9%
Money Market Accounts	55,227,826	38.2%
Certificates of Deposit	10,000,000	6.9%
State Board of Administration	56,232,746	38.9%
Total Short Term Portfolio Assets:	**$ 144,482,306**	**100.0%**



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

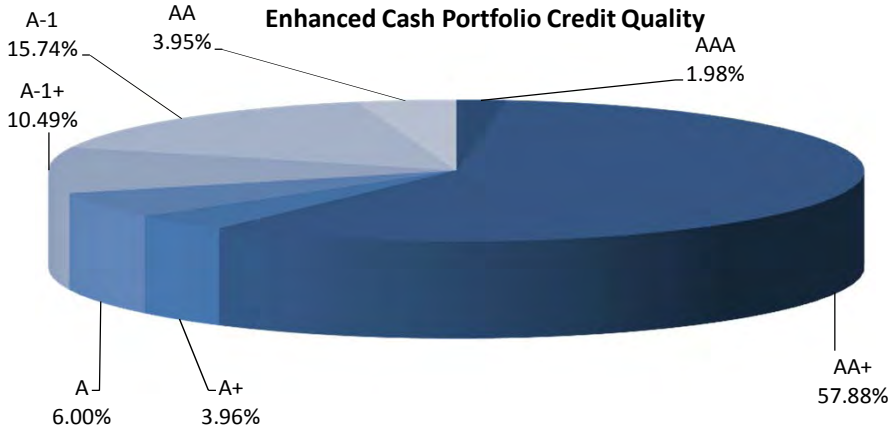
Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 38,609,405	44.0%
Federal Agency Bond / Note	26,570,000	30.3%
Municipal Obligations	5,458,962	6.2%
Corporate Note	16,964,522	19.3%
Money Market Mutual Fund - Federated Government	114,949	0.1%
Total Long Term Core Portfolio Assets:	**$ 87,717,838**	**100.0%**



ENHANCED CASH INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 10,511,954	26.2%
Federal Agency Bond / Note	10,021,500	25.0%
Corporate Note	7,551,449	18.8%
Commercial Paper	9,983,293	24.9%
Money Market Mutual Fund - Federated Government	2,024,734	5.1%
Total Enhanced Cash Portfolio Assets:	**$ 40,092,929**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2014-2015
March 31, 2015

Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	56,232,746	20.7%	25%	Yes
United States Treasury Securities		49,121,358	18.0%	100%	Yes
Federal Instrumentalities		36,591,500	13.4%	100%	Yes
Certificates of Deposit		10,000,000	3.7%	20%	Yes
Savings Accounts		55,227,826	20.3%	100%	Yes
Commercial Paper		9,983,293	3.7%	25%	Yes
Corporate Notes		24,515,971	9.0%	20%	Yes
State and/or Local Government Debt		5,458,962	2.0%	25%	Yes
Bank Accounts - Bank of America		23,021,734	8.5%	100%	Yes
Money Market Mutual Fund		2,139,683	0.8%	50%	Yes
Total Investment Holdings	**$**	**272,293,073**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	2,499,508	0.9%	5%	Yes
American Honda Finance	904,928	0.3%	5%	Yes
Apple Inc. Corporate Notes	750,168	0.3%	5%	Yes
Bank Accounts - Bank of America	23,021,734	8.5%	100%	Yes
Bank of New York Mellon Corporate Notes	751,187	0.3%	5%	Yes
Bank of Tokyo Commercial Paper	1,997,033	0.7%	10%	Yes
Calleguas Water District, CA REV Bond	1,508,040	0.6%	10%	Yes
Caterpillar Corporate Notes	1,454,501	0.5%	5%	Yes
City of New York	1,719,278	0.6%	10%	Yes
Chevron Corporation Corp Notes	753,372	0.3%	5%	Yes
Coca-Cola Co. Commercial Paper	1,996,150	0.7%	10%	Yes
Coca-Cola Company	580,783	0.2%	5%	Yes
Exxon Mobil Corporate Notes	752,492	0.3%	5%	Yes
Federal Farm Credit Bank	500,875	0.2%	5%	Yes
Federal Home Loan Bank (FHLB)	8,667,236	3.2%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	9,872,705	3.6%	25%	Yes
Federal National Mortgage Association (FNMA)	17,550,684	6.4%	25%	Yes
Fidelity Institutional Government MMF	2,139,683	0.8%	25%	Yes
Florida Prime (SBA)	56,232,746	20.7%	25%	Yes
General Electric Corporate Notes	4,029,926	1.5%	5%	Yes
Hancock Bank	22,542,395	8.3%	10%	Yes
HSBC Holdings PLC	1,001,872	0.4%	5%	Yes
John Deere Corporate Notes	764,222	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	2,775,054	1.0%	5%	Yes
Merk & Co Corporate Notes	751,049	0.3%	5%	Yes
Mississippi State	760,454	0.3%	10%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2014-2015
March 31, 2015

Individual Issuer Breakdown		Market Value	Percent Allocation	Permitted by Policy	In Compliance
MUFG Union Bank Commercial Paper		1,997,122	0.7%	**10%**	**Yes**
PACCAR Financial Corp Notes		752,852	0.3%	**5%**	**Yes**
Pepsico, Inc.		1,978,361	0.7%	**5%**	**Yes**
Servisfirst Bank		25,135,997	9.2%	**10%**	**Yes**
State of Connecticut		680,354	0.2%	**10%**	**Yes**
Sumitomo Mitsui Trust NY Commercial Paper		1,997,116	0.7%	**10%**	**Yes**
Summit Bank Money Market Account		17,549,434	6.4%	**10%**	**Yes**
Toyota Corporate Notes		1,103,565	0.4%	**5%**	**Yes**
Toyota Motor Credit Commercial Paper		1,995,872	0.7%	**10%**	**Yes**
United States Treasury Securities		49,121,358	18.0%	**100%**	**Yes**
University of WA Taxable Revenue Bonds		790,836	0.3%	**10%**	**Yes**
Wells Fargo &Company Corporate Notes		2,912,131	1.1%	**5%**	**Yes**
Total Investment Holdings	**$**	**272,293,073**	**100.0%**		

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-8059 **Clerk & Comptroller's Report** **13. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 04/23/2015
Issue: Acceptance of Documents
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. The *Pensacola Sports Association, Inc., Pensacola, Florida, Audited Financial Statements with Supplementary Information, September 30, 2014*, as provided by Ray Palmer, Executive Director, Pensacola Sports Association, Inc., and received in the Clerk to the Board's Office on April 6, 2015;

B. The *Northwest Florida Water Management District Financial Statements, September 30, 2014* , as provided by Amanda Bedenbaugh, Chief, Bureau of Finance and Accounting, Northwest Florida Water Management District, and received, via e-mail, in the Clerk to the Board's Office on April 13, 2015; and

C. The Clerk's original *Second Amendment to DEP Agreement No. T1115, Escambia County - Jones Swamp Trail Extension 3, Non-Motorized Diverse Use*, as approved by the Board on April 5, 2012.

Attachments

FY 2014 NWFWMD Financial Statements
PSA 2014 Audited Financial Statements
20120405 CAR II-14

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

FINANCIAL STATEMENTS

SEPTEMBER 30, 2014

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

FINANCIAL STATEMENTS

SEPTEMBER 30, 2014

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Purvis Gray & Company

INDEPENDENT AUDITORS' REPORT

To the Honorable Governing Board
Northwest Florida Water Management District

Report on the Financial Statements
We have audited the accompanying financial statements of the governmental activities and each major fund of Northwest Florida Water Management District (the District), a component unit of the State of Florida, as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

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

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

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

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

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District, as of September 30, 2014, and the respective changes in financial position thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

INDEPENDENT AUDITORS' REPORT
(Concluded)

Other Matters

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

Other Information
Our audit was conducted for the purpose of forming opinions that collectively comprise the District's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance is presented for purposes of additional analysis as required by U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Government, and Non-Profit Organization*, and Chapter 10.550, *Rules of the Auditor General of the State of Florida*, and is also not a required part of the basic financial statements. The Schedule of Expenditures of Federal Awards and State Financial Assistance is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. This information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*
In accordance with *Government Auditing Standards,* we have also issued our report dated March 26, 2015, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Purvis, Gray and Company, LLP

March 26, 2015
Tallahassee, Florida

MANAGEMENT DISCUSSION AND ANALYSIS

As management of the Northwest Florida Water Management District, we offer readers of the Northwest Florida Water Management District's financial statements this narrative overview and analysis of the financial activities of the Northwest Florida Water Management District for the fiscal year ended September 30, 2014.

Financial Highlights

- The assets of the Northwest Florida Water Management District exceeded its liabilities at the close of the most recent fiscal year by $215,214,653 (*net position*). Of this amount, $36,468,162 (*unrestricted net position*) may be used to meet the government's ongoing obligations to citizens and creditors.
- As of the close of the current fiscal year, the Northwest Florida Water Management District's governmental funds reported combined ending fund balances of $39,817,516, a decrease of $4,996,583 from the previous year.
- At the end of the current fiscal year, unassigned fund balance for the general fund was $3,928,113 and assigned fund balance was $8,596,321.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Northwest Florida Water Management District's basic financial statements. The Northwest Florida Water Management District's basic financial statements are comprised of three components: 1) government-wide financial statements; 2) fund financial statements; and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-wide financial statements—The government-wide financial statements are designed to provide readers with a broad overview of the Northwest Florida Water Management District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the Northwest Florida Water Management District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Northwest Florida Water Management District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation leave).

The government-wide financial statements distinguish functions of the Northwest Florida Water Management District that are principally supported by taxes and intergovernmental revenues (governmental activities). The governmental activities of the Northwest Florida Water Management District include: water resources planning and monitoring; acquisition, restoration and public works; operation and maintenance of lands and works; regulation; outreach; and administration.

The government-wide financial statements include only the Northwest Florida Water Management District, a component unit of the State of Florida.

The government-wide financial statements can be found on pages 8 - 9 of this report.

Fund financial statements—A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Northwest Florida Water Management District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Northwest Florida Water Management District are in one category: governmental funds.

Governmental funds—Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Northwest Florida Water Management District maintains six individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General Fund, Projects Fund, Capital Projects Fund, Land Management Fund, Regulation Fund, and Mitigation Fund, all of which are considered to be major funds.

The governmental fund financial statements can be found on pages 10 and 12 of this report.

Notes to the financial statements—The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 14 - 30 of this report.

Other information—In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information concerning Northwest Florida Water Management District's budgetary comparison for its major funds as well as the other post-employment benefits retirement healthcare plan schedule of funding progress and schedule of employer contributions. The Northwest Florida Water Management District adopts an annual appropriated budget for all funds. A budgetary comparison schedule has been provided for the general fund and each major fund (except for the capital projects fund) to demonstrate compliance with this budget and can be found on pages 31 - 37.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Northwest Florida Water Management District, assets exceeded liabilities by $215,214,653 at the close of the most recent fiscal year.

By far the largest portion of the Northwest Florida Water Management District's net position (82 percent) reflects its investment in capital assets (e.g., land, easements, buildings, machinery, and equipment) less any related debt used to acquire those assets that is still outstanding. The Northwest Florida Water Management District uses these capital assets to protect environmentally sensitive lands and to provide services to citizens; consequently, these assets are not available for future spending.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT'S NET POSITION

	2014	2013
Current and Other Assets	$ 63,544,140	$ 73,595,351
Capital Assets:		
Land and Other Improvements	171,557,839	174,450,717
Other Capital Assets, Net of Depreciation	4,630,636	4,496,234
Total Assets	239,732,615	252,542,302
Long-term Liabilities Outstanding	791,338	786,659
Other Liabilities	23,726,624	28,781,252
Total Liabilities	24,517,962	29,567,911
Net Position		
Investment in Capital Assets	176,188,475	178,946,951
Restricted	2,558,016	2,458,055
Unrestricted	36,468,162	41,569,385
Total Net Position	$ 215,214,653	$ 222,974,391

An additional portion of the Northwest Florida Water Management District's net position (1.2 percent) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position ($36,468,162) may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the Northwest Florida Water Management District is able to report positive balances in all three categories of net position.

Governmental activities—Governmental activities decreased Northwest Florida Water Management District's net position by $7,759,738. The main reasons for this decrease were the donation of land to the State of Florida of $3.6 million, reduced timber sale revenue, and increased expenses in Acquisition, Restoration and Public Works program. Examples of program expense increases are Williford Springs restoration activities, and water resource and supply development grants paid to local governments.

CHANGE IN NET POSITION

	2014	2013
Revenues		
Program Revenues:		
Charges for Services	$ 323,815	$ 312,768
Operating Grants and Contributions	11,877,956	5,328,637
Capital Grants and Contributions	98,561	49,000
General Revenues:		
Property Taxes	3,245,091	3,139,750
Grants and Contributions not Restricted to Specific Programs	22,153	115,698
Other	1,361,052	2,101,250
Total Revenues	16,928,628	11,047,103
Expenses		
Water Resources Planning and Monitoring	3,652,034	2,523,662
Acquisition, Restoration and Public Works	12,269,800	2,674,921
Operation and Maintenance of Lands and Works	2,958,130	2,687,569
Regulation	3,202,416	3,139,928
Outreach	137,522	127,026
Administration	2,468,464	2,109,190
Total Expenses	24,688,366	13,262,296
Change in Net Position	(7,759,738)	(2,215,193)
Net Position, Beginning of Year	222,974,391	225,189,584
Net Position, End of Year	$ 215,214,653	$ 222,974,391

Financial Analysis of the Government's Funds
As noted earlier, the Northwest Florida Water Management District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds—The focus of the Northwest Florida Water Management District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Northwest Florida Water Management District's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the Northwest Florida Water Management District's governmental funds reported combined ending fund balances of $39,817,516 a decrease of $4,996,583 in comparison with the prior year. Approximately $3,928,113 constitutes unassigned fund balance, which is available for spending at the government's discretion. The remainder of fund balance is either in nonspendable, restricted, committed, or assigned form to indicate that it is not available for new spending because it has already been committed to activities associated with the general fund, various special revenue funds, and the capital projects fund.

Financial Analysis of the Government's Funds *(Concluded)*

The general fund is the chief operating fund of the Northwest Florida Water Management District. At the end of the current fiscal year, unassigned fund balance was $3,928,113 and total fund balance of the general fund was $30,524,434.

The fund balance of the Northwest Florida Water Management District's general fund decreased by $2,764,254 during the current fiscal year. The key factor in this decrease was due a $1,897,441 transfer of fund balance for special projects.

General Fund Budgetary Highlights
There were no significant differences between the original and final adopted budgets of the District during the year.

Capital Asset and Debt Administration

Capital assets—The Northwest Florida Water Management District's investment in capital assets for its governmental activities as of September 30, 2014, amounts to $176,188,475 (net of accumulated depreciation). This investment in capital assets includes land, easements, building, infrastructure, vehicles, office equipment, field equipment and computer equipment. During the year, the Northwest Florida Water Management District transferred land of $3.6 million to the State of Florida. Other than this transfer, there were no significant changes in the Northwest Florida Water Management District's investment in capital assets for the current fiscal year.

Additional information of the Northwest Florida Water Management District's capital assets can be found in Note 4 on page 23 of this report.

Economic Factors and Next Year's Budgets and Rates
1. The District's primary revenue sources are state grants derived from documentary stamp taxes and ad valorem (property) taxes.

2. Since fiscal year 2011-2012, the millage rate has been 0.04 mills. This rate was reduced to the roll-back rate of 0.039 in the fiscal year 2014-2015 Adopted Budget. The 0.039 mills is 22 percent below the constitutional and statutory cap of 0.05 mills.

3. Revenue from state appropriations has fluctuated over the years. In the last two years, fiscal year 2013-2014 and fiscal year 2014-2015 state appropriation totaled the same amount, but were earmarked for different purposes. Additionally, not all of the fiscal year 2013-2014 funding was recurring. In working with the Department of Environmental Protection, Executive Office of the Governor, and Legislature, fiscal year 2014-2015 state appropriations have been designated as recurring and fund the following: $1,851,231 for environmental resource permitting and $3,360,000 for other District operations and programs.

4. The District has accumulated resources over the past fiscal years and is spending down those resources for operations and for water resource and supply development projects.

Requests for Information
This financial report is designed to provide a general overview of the Northwest Florida Water Management District's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
STATEMENT OF NET POSITION
SEPTEMBER 30, 2014

	Governmental Activities
Assets	
Cash and Cash Equivalents	$ 95,904
Investments	62,008,359
Accounts Receivable	852
Due from Other Governments	1,430,981
Other Assets	8,044
Capital Assets Not Being Depreciated	171,557,839
Capital Assets Being Depreciated, Net	4,630,636
Total Assets	239,732,615
Liabilities	
Accounts Payable and Accrued Expenses	2,208,290
Due to Other Governments	19,231
Deposits	272,377
Unearned Revenue	21,226,726
Long-term Liabilities:	
Due Within One Year	712,120
Due in More than One Year	79,218
Total Liabilities	24,517,962
Net Position	
Investment in Capital Assets	176,188,475
Restricted for:	
Regulatory Permitting, Licensing, and Enforcement Activities	1,160,461
Mitigation Projects	1,397,555
Unrestricted	36,468,162
Total Net Position	$ 215,214,653

The accompanying notes are an integral part of the financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Change in Net Position
Governmental Activities					
Water Resources Planning and Monitoring	$ 3,652,034	$ 0	$ 1,782,761	$ 0	$ (1,869,273)
Acquisition, Restoration, and Public Works	12,269,800	0	7,924,103	98,392	(4,247,305)
Operation and Maintenance of Lands and Works	2,956,619	0	302	0	(2,956,317)
Regulation	3,202,416	323,815	2,170,790	0	(707,811)
Outreach	137,522	0	0	0	(137,522)
Administration	2,469,975	0	0	0	(2,469,975)
Total Governmental Activities	$ 24,688,366	$ 323,815	$ 11,877,956	$ 98,392	(12,388,203)
General Revenues					
Property Taxes					3,245,091
Unrestricted Investment Earnings					22,153
Miscellaneous					1,361,221
Total General Revenues					4,628,465
Change in Net Position					(7,759,738)
Net Position, Beginning of Year					222,974,391
Net Position, End of Year					$ 215,214,653

The accompanying notes are an integral part of the financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2014

		Special Revenue Funds					
	General Fund	Projects Fund	Lands Management Fund	Regulation Fund	Mitigation Fund	Capital Projects Fund	Total Governmental Funds
Assets							
Cash and Cash Equivalents	$ 95,904	$ 0	$ 0	$ 0	$ 0	$ 0	$ 95,904
Investments	27,304,546	6,014,358	9,143,387	1,080,435	17,798,536	667,097	62,008,359
Accounts Receivable	852	0	0	0	0	0	852
Due from Other Governments	0	1,177,181	188	0	0	253,612	1,430,981
Due from Other Funds	3,795,317	0	28,797	159,111	0	147,496	4,130,721
Deposits	420	0	0	7,624	0	0	8,044
Total Assets	31,197,039	7,191,539	9,172,372	1,247,170	17,798,536	1,068,205	67,674,861
Liabilities and Fund Balances							
Liabilities							
Accounts Payable and Accrued Expenses	414,810	936,739	175,880	86,704	101,318	492,839	2,208,290
Due to Other Governments	1,610	10,453	6,512	5	651	0	19,231
Due to Other Funds	254,625	786,165	2,090,680	0	970,454	28,797	4,130,721
Deposits	1,560	0	270,817	0	0	0	272,377
Unearned Revenue	0	5,458,182	439,669	0	15,328,558	317	21,226,726
Total Liabilities	672,605	7,191,539	2,983,558	86,709	16,400,981	521,953	27,857,345
Fund Balances							
Restricted:							
Regulatory Permitting, Licensing, and Enforcement Activities	0	0	0	1,160,461	0	0	1,160,461
Mitigation Projects	0	0	0	0	1,397,555	0	1,397,555
Committed:							
Land Management, Land Acquisition, and Capital Improvements	3,000,000	0	6,188,814	0	0	546,252	9,735,066
Water Supply Development Assistance Grants under Contract	7,000,000	0	0	0	0	0	7,000,000
Water Supply Projects	8,000,000	0	0	0	0	0	8,000,000
Assigned:							
IT and Building Repairs & Maintenance	517,248	0	0	0	0	0	517,248
MFLs, Planning and Other Resource Management	4,827,081	0	0	0	0	0	4,827,081
General Fund Deficiencies	3,251,992	0	0	0	0	0	3,251,992
Unassigned	3,928,113	0	0	0	0	0	3,928,113
Total Fund Balances	30,524,434	0	6,188,814	1,160,461	1,397,555	546,252	39,817,516
Total Liabilities and Fund Balances	$ 31,197,039	$ 7,191,539	$ 9,172,372	$ 1,247,170	$ 17,798,536	$ 1,068,205	$ 67,674,861

The accompanying notes are an integral part of the financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2014

Fund Balances - Total Governmental Funds		$ 39,817,516
Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds.		176,188,475
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds:		
Other Postemployment Benefits	$ (79,218)	
Compensated Absences	(712,120)	(791,338)
Net Position of Governmental Activities		$ 215,214,653

The accompanying notes are an integral part of the financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	General Fund	Projects Fund	Lands Management Fund	Regulation Fund	Mitigation Fund	Capital Projects Fund	Total Governmental Funds
Revenues							
Property Taxes	$ 640,113	$ 881,028	$ 0	$ 1,723,950	$ 0	$ 0	$ 3,245,091
Permits and Licenses	0	0	0	323,815	0	0	323,815
Timber Sales	0	0	1,248,705	0	0	0	1,248,705
Intergovernmental Revenue	0	1,524,943	302	2,170,790	584,820	5,760,896	10,041,751
Federal Grants	0	1,607,534	0	0	228,672	0	1,836,206
Investment Income	9,493	(11,444)	8,744	2,251	17,684	(4,575)	22,153
Miscellaneous Revenue	219	0	35,458	4,800	20,300	0	60,777
Total Revenues	649,825	4,002,061	1,293,209	4,225,606	851,476	5,756,321	16,778,498
Expenditures							
Salaries	1,536,161	1,424,427	763,262	1,738,955	243,017	7,818	5,713,640
Employee Benefits	513,513	505,376	337,185	703,340	85,242	3,662	2,148,318
Professional/Contractual Services	265,114	1,999,574	686,865	161,088	310,183	51,084	3,473,908
Services	511,698	140,551	331,644	397,167	27,658	476	1,409,194
Commodities	134,226	109,954	239,066	175,627	36,626	0	695,499
Capital Outlay	309,796	192,789	63,064	68,341	9,544	799,787	1,443,321
Grants and Aids	403,100	807,811	8,246	0	0	5,723,612	6,942,769
Administrative Overhead Allocated	(2,155,920)	719,020	412,525	898,811	121,522	4,044	2
(Total Expenditures)	(1,517,688)	(5,899,502)	(2,841,857)	(4,143,329)	(833,792)	(6,590,483)	(21,826,651)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(867,863)	(1,897,441)	(1,548,648)	82,277	17,684	(834,162)	(5,048,153)
Other Financing Sources (Uses)							
Sale of General Fixed Assets	1,050	0	50,520	0	0	0	51,570
Transfers in	0	1,897,441	0	0	0	755,999	2,653,440
Transfers (out)	(1,897,441)	0	(755,999)	0	0	0	(2,653,440)
Total Other Financing Sources (Uses)	(1,896,391)	1,897,441	(705,479)	0	0	755,999	51,570
Net Change in Fund Balances	(2,764,254)	0	(2,254,127)	82,277	17,684	(78,163)	(4,996,583)
Fund Balances, Beginning of Year	33,288,688	0	8,442,941	1,078,184	1,379,871	624,415	44,814,099
Fund Balances, End of Year	$ 30,524,434	$ 0	$ 6,188,814	$ 1,160,461	$ 1,397,555	$ 546,252	$ 39,817,516

The accompanying notes are an integral part of the financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Net Change in Fund Balances - Total Governmental Funds		$ (4,996,583)
Amounts Reported for Governmental Activities in the Statement of Activities are Different Because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense:		
Capital Assets Acquired with Financial Resources	$ 1,349,280	
Capital Assets Acquired through Donations	98,392	
Current Year Depreciation	(486,716)	960,956
The net effect of various miscellaneous transactions involving capital assets (i.e. sales, trade-ins, and donations) is to decrease net position.		(3,719,432)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds:		
Other Postemployment Benefits	(20,609)	
Compensated Absences	15,930	(4,679)
Change in Net Position of Governmental Activities		$ (7,759,738)

The accompanying notes are an integral part of the financial statements.

Note 1 - Summary of Significant Accounting Policies

The Northwest Florida Water Management District (the District) was established by the Florida Water Resources Act of 1972, Chapter 72-299, Laws of Florida, and operates under Chapter 373, Florida Statutes. It was the State of Florida Legislature's stated intent in establishing the District and other Districts to: provide for the management of water and related land resources; promote the conservation, development, and proper utilization of surface and ground water; develop and regulate dams, impoundments, reservoirs, and other works, and to provide water storage for beneficial purposes; prevent damage from floods, soil erosion, and excessive drainage; preserve natural resources, fish and wildlife; promote recreational development, protect public lands, and assist in maintaining the navigability of rivers and harbors; and otherwise promote the health, safety, and the general welfare of the people of the State of Florida.

The District encompasses all or part of sixteen counties in the northwestern part of Florida. There are nine members of the District Governing Board. Each member resides within the District and is appointed by the Governor and confirmed by the Senate. The Board members are appointed for a four-year term.

The District's financial statements are prepared in accordance with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board (GASB) is responsible for establishing accounting principles generally accepted in the United States of America for state and local governments through its pronouncements (Statements and Interpretations). The more significant accounting policies established in accounting principles generally accepted in the United States of America and used by the District are discussed below:

A. Financial Reporting Entity

As required by accounting principles generally accepted in the United States of America, these financial statements present the District as a component unit of the State of Florida. Based on the criteria listed below the State of Florida is considered the primary government.

A primary government is financially accountable for an organization if: (1) it appoints a voting majority of the organization's governing board; (2) it is able to impose its will on the organization; or (3) there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the primary government. Based upon these criteria, the District is considered to be a component unit of the State of Florida and is disclosed in the State of Florida's financial statements.

The accompanying financial statements present the primary government only since there are no component units for which the government is considered to be financially accountable.

B. Financial Reporting Structure

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements.

Note 1 - Summary of Significant Accounting Policies *(Continued)*

B. Financial Reporting Structure *(Continued)*

Government-wide Financial Statements
The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the District. For the most part, the effect of interfund activity has been removed from these statements. The focus of the government-wide statements is on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues are reported.

The governmental-wide statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Administrative overhead, including centralized expenses, are directly allocated to specific functions and are included in direct expenses. *Program revenues* include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*. Program revenues are netted within program expenses in the statement of activities to present the net cost of each program.

Fund Financial Statements
The emphasis of fund financial statements is on the District's major funds, each presented in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds.

The Districts transactions are recorded in the following fund types:

- **General Fund—**is the principal operating fund used to account for most of the District's general activities.

- **Special Revenue Fund—**accounts for proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service and capital projects.

- **Capital Projects Fund—**accounts for and reports financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Note 1 - Summary of Significant Accounting Policies *(Continued)*

B. Financial Reporting Structure *(Concluded)*

Fund Financial Statements *(Concluded)*
The District reports the following major governmental funds:

- **General Fund—**is the District's primary operating fund. It accounts for all financial resources of the District except those required to be accounted for in another fund.

- **Projects Fund—**accounts for all resources management projects and activities funded through dedicated revenue sources from grants and contracts with state, federal, local government entities, or water utility authorities.

- **Lands Management Fund—**accounts for activities associated with the management, improvement, and maintenance of District owned lands. Sales of Timber and use of fund balance provide the primary funding source for District land management activities.

- **Regulation Fund—**accounts for all regulatory activities including consumptive use permitting and monitoring; well construction permitting and plugging, construction and repair of dams; and environmental resource permitting program (ERP). State appropriations from the Water Management Lands Trust Fund provide funding for the ERP program; other activities are funded through a small amount of fees and fines and ad-valorem taxes.

- **Mitigation Fund—**accounts for all resource management mitigation projects and activities funded through dedicated Florida Department of Transportation funding sources. Expenditures include land acquisitions, restorations, monitoring, and other water resource related activities.

- **Capital Projects Fund—**accounts for the acquisition of fixed assets or construction of major capital projects.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Nonexchange transactions in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange include property taxes, entitlements, and donations. Property taxes are recognized as revenues in the year for which they are received. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Note 1 - Summary of Significant Accounting Policies *(Continued)*

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation *(Concluded)*

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, intergovernmental revenues, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

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

D. Assets, Liabilities, and Fund Balances

Deposits and Investments
The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

State statutes authorize the District to invest in direct obligations of the U.S. Treasury, Local Government Surplus Funds Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1968, SEC registered money market funds with the highest credit quality rating and savings and interest-bearing time deposits or savings accounts in qualified public depositories.

Investments for the District are reported at fair value. The Local Government Surplus Fund Investment Pool (Florida PRIME) operates in accordance with appropriate state laws and regulations. As a Florida PRIME participant, the entity invests in pools of investments whereby the District owns a share of the respective pool, not the underlying securities.

Note 1 - Summary of Significant Accounting Policies *(Continued)*

D. Assets, Liabilities, and Fund Balances *(Continued)*

Receivables and Payables
Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

Property Taxes
The District is authorized by Section 373.503, Florida Statutes, to levy ad valorem taxes on all real and personal property located within the District not to exceed .05 mills. The rate for the 2013-2014 fiscal year was .040 mills. The property assessment and tax collection functions are performed by appropriate officials of county government in each of the sixteen counties comprising the District. Commissions are paid to the counties for these appraisal and collection services.

Taxes are billed and collected for the District by the County Tax Collector according to Florida Statute under the following calendar:

Lien Date	January 1
Levy Date	October 1
Due Date	November 1
Delinquency Date	April 1

Capital Assets
Capital assets, which include property, plant and equipment, are reported in the applicable governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as equipment assets with an initial, individual cost of more than $1,000 (amount not rounded) and an estimated useful life of one year or more, and other assets with an initial, individual cost of more than $50,000 (amount not rounded) and an estimated useful life of one year or more. Such assets are recorded at historical cost or estimated historical cost, plus any ancillary charges (freight and transportation charges, site preparation costs, installation costs, and professional fees) necessary to place the asset into its intended location and condition for use. Donated capital assets are recorded at estimated fair market value at the date of donation.

Additions, improvements, and other capital outlay that significantly extend the useful life of an asset are capitalized. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Note 1 - Summary of Significant Accounting Policies *(Continued)*

D. Assets, Liabilities, and Fund Balances *(Continued)*

Capital Assets *(Concluded)*
Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Infrastructure	50
Buildings	40
Leasehold Improvements	10
Field Equipment	7
Office Equipment	7
Vehicles and Water Craft	7
Lawn Maintenance Equipment	5
Computer Equipment, Technical Equipment, and Software	3

Long-term Obligation
In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities statement of net position.

Compensated Absences
It is the District's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vacation pay is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Fund Balances
The District has implemented GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions.* This statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government's fund balance more transparent. The following classifications describe the relative strength of the spending constraints:

- **Nonspendable Fund Balance—**includes amounts that cannot be spent because they are either: (a) not in spendable form; or (b) are legally or contractually required to be maintained intact. The District had $0 in nonspendable resources as of September 30, 2014.

- **Restricted Fund Balance—**includes amounts for which constraints have been placed on the use of the resources either: (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. The District had $2,558,016 in restricted resources as of September 30, 2014.

Note 1 - Summary of Significant Accounting Policies *(Continued)*

D. Assets, Liabilities, and Fund Balances *(Continued)*

Fund Balances *(Concluded)*

- **Committed Fund Balance—**Includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the District's Governing Board. These amounts cannot be used for any other purpose unless the District's Governing Board removes or changes the specified use by taking the same type of action (Resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The District had $24,735,066 in committed resources as of September 30, 2014.

- **Assigned Fund Balance—**Assigned fund balance consists of amounts that are constrained by a less than formal action of the District's Governing Board, or by an individual body to whom the Governing Board has delegated this responsibility. The District has delegated this responsibility to the Executive Director. Assignment of fund balance may be made for a specific purpose that is narrower than the general purposes of the fund and to reflect the appropriation of a portion of existing unassigned fund balance to eliminate a projected deficit in the subsequent year's budget including any amendments thereto. The District had $8,596,321 in assigned resources as of September 30, 2014.

- **Unassigned Fund Balance—**Includes the residual fund balance to provide for potential general fund deficiencies. The District had $3,928,113 in unassigned resources as of September 30, 2014.

The District established a fund balance reserve policy from the Unassigned General Fund Balance to maintain sufficient working capital for a two-month period. The amount of the reserve is established annually in the budget process for the next fiscal year, and will fluctuate based on the adopted operating budget. The purpose of this reserve is to provide sufficient funds for unforeseen and unexpected events, which are not expected to occur routinely and meet major emergencies to ensure the District's continued orderly operational and financial stability.

Flow Assumption

The District uses restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this. Additionally, the District would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made, with the exception of the Economic Stabilization Reserve established by the District's Governing Board.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Note 1 - Summary of Significant Accounting Policies *(Concluded)*

D. Assets, Liabilities and Fund Balances *(Concluded)*

New Accounting Pronouncements
During the year, the District adopted GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities* (GASB 65). This standard amends or supersedes the accounting and financial reporting guidance for certain items previously required to be reported as assets or liabilities. The objective of the statement is to either classify certain items identified by GASB that were previously reported as assets and liabilities as deferred outflows of resources or deferred inflows of resources or recognize items that were previously reported as assets and liabilities as outflows of resources (expenses) or inflows of resources (revenues). The implementation of this statement did not have a significant impact on the District's financial statements.

Fund Reclassification
On October 1, 2013, the Surface Water Improvement Fund was eliminated and closed into the Projects Fund. This transaction had no effect on beginning fund balance of the Projects fund or the government-wide financial statements.

Note 2 - Deposits and Investments

Deposits—At year-end, the District had carrying amounts of deposits of $95,654 and bank balances of $123,575. The District also had cash on hand of $250. Of the bank balances, $123,575 was covered by Federal depository insurance or by collateral held by the District's custodial bank which is pledged to a state trust fund that provides security in accordance with Florida Security for Deposits Act, Chapter 280, for amounts held in excess of FDIC coverage.

The Florida Security for Public Deposits Act established guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral.

Investments—The foremost objective of the District's investment policy is the safety of capital and liquidity of funds. Achieving an optimal rate of return is of secondary importance as compared to the safety and liquidity of funds. The District's investment policy limits investments to those relatively low risk securities authorized in anticipation of earning a fair return relative to the risk being assumed. How the District manages credit risk, interest rate risk, and custodial credit risk is as follows:

Investments of $62,008,359 represent amounts held with the Florida State Board of Administration, Local Government Surplus Funds Trust (PRIME Fund). This fund is structured as a "2a-7 like" fund, which is carried at amortized cost. Amortized cost includes accrued income and is a method of calculating an investment's value by adjusting its acquisition cost for amortization of discount or premium over the period from purchase to maturity. Thus, the balance in the fund is its fair value. A "2a-7 like" fund is not registered with the SEC as an investment company, but never the less has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a-7 of the Investment Company Act of 1940, which comprises the rules governing money market funds.

Note 2 - Deposits and Investments *(Concluded)*

Investments *(Concluded)*

- **Credit Risk—**The District minimizes credit risk, the risk of loss due to failure of the security, by limiting investments to authorized investments. The Local Government Surplus Funds Trust (PRIME Fund) is rated by Standards & Poors. The current rating is AAAm. The Investment Manager of Florida PRIME managements credit risk by purchasing only high quality securities, performing a credit analysis to develop a database of issuers and securities that meet the Investment manager's minimum standard and by regularly reviewing the portfolio's securities financial data, issuer news and developments, and ratings of the nationally recognized statistical rating organizations.

- **Interest Rate Risk—**The District manages its exposure to declines in fair values of investments by investing operating funds primarily in shorter-term securities and the Florida State Board of Administration's Florida PRIME. The weighted average days to maturity of the Local Government Surplus Funds Trust at September 30, 2014, was 39 days. Next interest rate reset dates for floating rate securities are used in the calculation of the weighted average days to maturity.

- **Custodial Credit Risk—**Investments are subject to custodial credit risk if the securities are uninsured, not registered in the District's name, and are held by the party that either sells to or buys for the District. No investments held at year-end were subject to custodial credit risk. The Florida State Board of Administration Florida PRIME does participate in securities lending, but the District owns shares of the Florida PRIME and not the underlying investments. Neither the District nor Florida Prime has participated in securities lending program in the fiscal year ended September 30, 2014.

Note 3 - Unearned Revenue

Governmental funds report unearned revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of unearned revenue reported in the governmental funds were as follows:

	Unavailable	Unearned
Grant Drawdowns Prior to Meeting all Eligibility Requirements	$ 0	$ 21,226,726
Unearned Revenue for Governmental Funds	$ 0	$ 21,226,726

Note 4 - Capital Assets

Capital asset activity for the year ending September 30, 2014, was as follows:

	Balance 10/1/13	Increases	(Decreases)	Balance 9/30/14
Capital Assets Not Being Depreciated				
Land	$ 155,342,261	$ 98,392	$ (3,717,921)	$ 151,722,732
Capital Easements	18,872,504	0	0	18,872,504
Construction in Progress	235,952	726,651	0	962,603
Total Capital Assets Not Being Depreciated	174,450,717	825,043	(3,717,921)	171,557,839
Capital Assets Being Depreciated				
Buildings and Improvements	2,561,867	123,416	0	2,685,283
Infrastructure	1,920,714	0	0	1,920,714
Machinery and Equipment	5,432,925	499,213	(107,999)	5,824,139
Total Capital Assets Being Depreciated	9,915,506	622,629	(107,999)	10,430,136
Less Accumulated Depreciation				
Buildings and Improvements	(976,026)	(64,817)	0	(1,040,843)
Infrastructure	(150,348)	(38,414)	0	(188,762)
Machinery and Equipment	(4,292,898)	(383,485)	106,488	(4,569,895)
Total Accumulated Depreciation	(5,419,272)	(486,716)	106,488	(5,799,500)
Total Capital Assets Being Depreciated, Net	4,496,234	135,913	(1,511)	4,630,636
Total Capital Assets	$ 178,946,951	$ 960,956	$ (3,719,432)	$ 176,188,475

Depreciation expense was charged to functions of the District as follows:

Governmental Activities	
Water Resources Planning and Monitoring	$ 104,518
Operation and Maintenance of Lands and Works	193,605
Regulation	24,784
Outreach	1,498
Administration	162,311
Total Governmental Activities	$ 486,716

Note 5 - Interfund Receivables and Payables

Interfund receivables/payables represent temporary loans to fund expenditures of other funds. At September 30, 2014, the balances in these accounts consist of the following:

	Receivable	Payable
General Fund	$ 3,795,317	$ 254,625
Projects Fund	0	786,165
Lands Management Fund	28,797	2,090,680
Regulation Fund	159,111	0
Mitigation Fund	0	970,454
Capital Projects Fund	147,496	28,797
Total	$ 4,130,721	$ 4,130,721

Note 6 - Transfers In/(Out)

Transfers between funds represent transfers to/from other funds for fund expenditures at September 30, 2014; the balances in these accounts consist of the following:

	Transfer In	Transfer (Out)
General Fund	$ 0	$ 1,897,441
Projects Fund	1,897,441	0
Lands Management Fund	0	755,999
Capital Projects Fund	755,999	0
Total	$ 2,653,440	$ 2,653,440

Note 7 - Leases

The District is committed under noncancellable operating leases for office space. Expenditures related to these lease agreements amounted to $153,551 during the year ended September 30, 2014. Future minimum lease payments for these leases for the next five years are as follows:

Year	Amount
2015	$ 153,551
2016	153,551
2017	153,551
2018	94,557
2019	0
Total	$ 555,210

Note 8 - Long-term Debt

Changes in Long-term Liabilities—Long-term liability activity for the year ended September 30, 2014, was as follows:

	Balance 10/1/13	Additions	Deletions	Balance 9/30/14	Due Within One Year
Governmental Activities					
Compensated Absences	$ 728,050	$ 553,930	$ (569,860)	$ 712,120	$ 712,120
Other Postemployment Benefits	58,609	143,360	(122,751)	79,218	0
Total Long-term Debt Payable	$ 786,659	$ 697,290	$ (692,611)	$ 791,338	$ 712,120

Note 9 - Other Disclosures

Risk Management

The District is exposed to various risks of loss related to torts; theft of damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance.

Contingent Liabilities

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the Federal government and the State of Florida. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures, if any, which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any, to be immaterial.

The District is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, it is the opinion of the District's counsel that resolution of these matters will not have a material adverse effect on the financial condition of the District.

Contractual Commitments

As of September 30, 2014, the District had the following commitments related to unfinished projects:

Projects	Expended as of September 30, 2014	Remaining Commitment
Local Infrastructure Improvement Projects	$ 1,076,440	$ 16,930,350
Agricultural Cost Sharing Agreement	28,290	463,098

Note 10 - Employee Retirement Systems and Plans

State-wide Local Government Retirement System (SLGRS)

Plan Description—The District participates in the State of Florida Retirement System Pension Plan, a cost sharing, multiple-employer public employee retirement system administrated by the State of Florida Department of Management Services, Division of Retirement to provide retirement and survivor benefits to participating public employees. Chapter 121, Florida Statutes, establishes the authority for participant eligibility, contribution requirements, vesting eligibility, and benefit provisions.

The Pension Plan issues a publicly available financial report that includes financial statements, 10-year historical trend information, and other required supplementary information. That report may be obtained by writing to the:

State of Florida, Department of Management Services
Division of Retirement
4050 Esplanade Way
Tallahassee, Florida 32399-0950

The Pension Plan provides vesting of benefits after six years of creditable service for those enrolled prior to July 1, 2011. For those enrolled on or after July 1, 2011, eight years of creditable service are required for vesting. Regular members are eligible for normal retirement after six years of service and attaining age 62, or 30 years of service regardless of age for those enrolled prior to July 1, 2011, and age 65 or 33 years of service for those enrolled on or after July 1, 2011. Early retirement may be taken at any time after completing the required years of service for vesting; however, there is a 5% benefit reduction for each year prior to normal retirement.

The Deferred Retirement Option Program (DROP), implemented on July 1, 1998, is a program that allows the employee to retire without terminating employment for up to five years while retirement benefits accumulate and earn interest compounded monthly at an effective annual rate of 6.5%. This was reduced to 1.3% per year for any member whose DROP participation date is effective on or after July 1, 2011. This program is available to eligible members of the Florida Retirement System who are in the FRS Pension Plan. Employee participation in DROP does not change the employee's condition of employment. When the DROP period ends, the employee must terminate employment. At that time, the employee will receive the accumulated DROP benefits and begin receiving monthly retirement benefits. Eligible members may participate in DROP when they are vested and have reached the normal retirement age or years of service. If an employee completes 30 years of service before the age of 57, the employee may elect to defer the DROP election until age 57.

As of June 1, 2003, the FRS offered members the option of participating in the Florida Retirement Investment Plan (Investment Plan), a defined contribution plan qualified under Section 401(a) of the Internal Revenue Code. The Investment Plan is administered by the State of Florida Department of Management Services, Division of Retirement to provide retirement and survivor benefits to participating public employees. Chapter 121, Florida Statutes, establishes the authority for participant eligibility, contribution requirements, vesting eligibility, and benefit provisions. The Investment Plan provides vesting of benefits after one year of creditable service. Employees were eligible to make an election to participate in the

Note 10 - Employee Retirement Systems and Plans *(Concluded)*

Plan Description *(Concluded)*
Investment Plan instead of the Pension Plan. Existing employees were able to make the election beginning December 1, 2003. New employees could make the election within five months of their month of hire. Participants in the Investment Plan also have a one-time opportunity to switch back to the Pension Plan at any time by "buying back" into the Pension Plan. The rates for the Investment Plan are the same as the Pension Plan.

Funding Policy— Effective July 1, 2013, the District was required to contribute 6.95% for regular annual covered employee's salary, 18.31% for senior management annual covered employee's salary, and 12.84% for employees participating in the Deferred Retirement Option Program (DROP). Effective July 1, 2014, the District was required to contribute 7.37% for regular annual covered employee's salary, 21.14% for senior management annual covered employee's salary, and 12.28% for employees participating in the Deferred Retirement Option Program (DROP). The contribution requirements of the District may be changed by the Florida Retirement System. Effective July 1, 2011, employees are required to make a 3% contribution toward their retirement account. For each of the three years ended September 30, 2014, 2013, and 2012, the District and District employees contributed 100% of the required contribution to the Florida Retirement System. The District's contributions to the Florida Retirement System for the years ended September 30, 2014, 2013, and 2012, were $526,951, $328,639, and $302,028, respectively.

Note 11 - Other Postemployment Benefits (OPEB) Retiree Healthcare Plan

The cost of postemployment healthcare benefits generally should be associated with the periods in which the cost occurs, rather than in the future year when it will be paid. The District recognizes the cost of postemployment healthcare benefits in the year when the employee services are received, reports the accumulated liability from prior years, and provides information useful in assessing potential demands on the District's future cash flows.

Plan Description
The District provides health insurance plan options for full time employees provided through Florida Blue or Capital Health Plan (CHP). The District contributes 87% of the premium for employee and dependent coverage and the employee contributes 13%. The District contributes 98% of the premium for senior management and dependent coverage and the senior manager contributes 2%. Retirees and their dependents have the option to stay on the plan after retirement but must pay 100% of the premium. The healthcare plan is a single-employer plan with the option of coverage with BCBS or CHP. The CHP participation is restricted by CHP depending on the county of residence.

Note 11 - Other Postemployment Benefits (OPEB) Retiree Healthcare Plan *(Continued)*

Benefits Provided

In accordance with Section 112.0801, Florida Statutes, the District allows its employees who have retired under the Florida Retirement System (FRS) to continue group insurance benefits for themselves and their dependents. The benefit levels are the same as those afforded to active employees. The District does not contribute to the premiums for the retirees but they do qualify for a premium contribution of up to $150 per month from the FRS depending on years of service. Upon reaching the age of 65, Medicare becomes the primary insurer for CHP plan participants. BCBS participants are allowed to select either Medicare or the traditional plan.

Membership

At September 30, 2014, membership consisted of:

Active Employees	87
Inactive Employees	15

Funding Policy

Effective October 1, 2011, the District no longer contributes premiums for retired senior management employees or regular class employees. The District's Blue Cross and Blue Shield contract establishes the individual premium to be paid by the retired employees. The State of Florida prohibits the District from separately rating retired employees and active employees. As a result, the District's premium charges to retired employees can be no more than the premium cost applicable to active employees.

Annual OPEB Costs, Net OPEB Obligation

The Employer's annual other postemployment benefits (OPEB) cost (expense) is calculated based on the ARC. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 15 years. The following table shows the calculation of Annual Required Contribution and Net OPEB Obligation for the fiscal year ended September 30, 2014:

Annual Required Contribution (ARC)	$	145,923
Net OPEB Obligation (NOO) at Beginning of Year		58,609
Interest on Net OPEB Obligation		1,758
Adjustment to Annual Required Contribution (ARC)		(4,321)
Annual OPEB Cost (Expense)		143,360
Employer Contributions Made		122,752
Increase (Decrease) in Net OPEB Obligation		20,609
Net OPEB Obligation (NOO) at the End of Year		79,218

The District's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation were as follows:

Note 11 - Other Postemployment Benefits (OPEB) Retiree Healthcare Plan *(Continued)*

Annual OPEB Costs, Net OPEB Obligation *(Concluded)*

Fiscal Year Ended	Annual OPEB Cost	Employer Contributions Toward the OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
09/30/2014	$ 143,360	$ 122,752	86%	$ 79,218
09/30/2013	142,313	114,672	81%	58,609
09/30/2012	74,524	58,400	78%	30,968

Funded Status and Funding Progress

The funded status of the plan is as follows:

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL) Entry Age	Unfunded (Overfunded) AAL (UAAL)	Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
9/30/2013	$ 0	$ 1,673,612	$ 1,673,612	0.00%	$ 4,663,252	36%
9/30/2011	0	862,511	862,511	0.00%	6,248,982	14%
9/30/2010	0	3,192,967	3,192,967	0.00%	6,041,315	56%

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

Methods and Assumptions

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

Note 11 - Other Postemployment Benefits (OPEB) Retiree Healthcare Plan *(Concluded)*

Methods and Assumptions *(Concluded)*

Because the plan has fewer the 100 members, it meets the requirements of GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions*, to use the alternative measurement method. This method allows the District to use a simplified model for estimating the OPEB liability. Actuarial methods and assumptions using the alternative measurement method include the following:

Actuarial Valuation Date:	September 30, 2013
Actuarial Cost Method:	Entry Age Normal Cost
Amortization Method:	Level Percentage of Payroll
Amortization Period:	15 Years
Asset Valuation Method:	Unfunded
Discount Rate:	3.0%
Price Inflation Rate:	2.8%
Payroll Growth Rate:	1.5%
Health Care Trend Rate:	6.9% Initial Trend Rate Dropping to 3% Ultimate Trend Rate After 10 years

Note 12 - Mitigation Bank Financial Responsibility Assurances

The District is authorized by Section 373.4136, Florida Statutes, to permit the establishment of mitigation banks. As part of the permit application, the establishment of a mitigation bank is required to demonstrate the financial ability to conduct the mitigation activities, any necessary management of the site, monitoring of the mitigation, and any necessary correction action indicated by the monitoring. The mitigation banks can provide the demonstrated financial assurance by obtaining a surety bond, performance bond, irrevocable letter of credit, or establishing a trust fund. If a bond or an irrevocable letter of credit is used, a standby trust fund shall be established in which all payments under the bonds or letters of credit shall be directly deposited. If the mitigation bank fails to comply with the terms and conditions of the permit, the District may draw upon the financial assurance provided by the mitigation bank. As of September 30, 2014, the District had $0 of financial assurances provided by the various mitigation banks.

Note 13 - Subsequent Accounting Pronouncements

During fiscal year ending September 30, 2015, the District will be required to implement GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, an amendment of GASB No. 27. This statement will require the District to record the District's proportionate share of the unfunded pension liability of the Florida Retirement System Defined Benefit Pension Plan. The District is still evaluating the impact the adoption of this accounting pronouncement will have on its financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	General Fund			
	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
Revenues				
Taxes	$ 845,841	$ 885,132	$ 640,113	$ (245,019)
Investment Income	68,000	68,000	9,493	(58,507)
Miscellaneous	25,000	25,000	219	(24,781)
Total Revenues	938,841	978,132	649,825	(328,307)
Expenditures				
Salaries	1,558,174	1,540,707	1,536,161	4,546
Employee Benefits	609,959	603,615	513,513	90,102
Professional/Contractual Services	241,210	287,714	265,114	22,600
Services	741,888	640,100	511,698	128,402
Commodities	223,031	122,582	134,226	(11,644)
Capital Outlay	394,125	405,035	309,796	95,239
Grants and Aids	10,000,000	10,000,000	403,100	9,596,900
Administrative Overhead Allocated	245,972	243,779	(2,155,920)	2,399,699
(Total Expenditures)	(14,014,359)	(13,843,532)	(1,517,688)	12,325,844
Excess of Revenues Over Expenditures	(13,075,518)	(12,865,400)	(867,863)	11,997,537
Other Financing Sources (Uses)				
Sale of General Fixed Assets	0	0	1,050	1,050
Transfers (out)	(2,686,335)	(3,104,955)	(1,897,441)	1,207,514
Total Other Financing Sources (Uses)	(2,686,335)	(3,104,955)	(1,896,391)	1,208,564
(Deficiency) of Revenues and Other Financing Sources (Under) Expenditures and Other Financing (Uses)	(15,761,853)	(15,970,355)	(2,764,254)	13,206,101
Fund Balance, Beginning of Year	33,288,688	33,288,688	33,288,688	0
Fund Balance, End of Year	$ 17,526,835	$ 17,318,333	$ 30,524,434	$ 13,206,101

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2014
(Continued)

	Projects Fund			
	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
Revenues				
Property Taxes	$ 727,316	$ 692,025	$ 881,028	$ 189,003
Intergovernmental	9,969,662	10,034,913	1,524,943	(8,509,970)
Federal Grants	3,707,638	3,621,627	1,607,534	(2,014,093)
Investment Income	0	0	(11,444)	(11,444)
Total Revenues	14,404,616	14,348,565	4,002,061	(10,346,504)
Expenditures				
Salaries	1,477,751	1,483,097	1,424,427	58,670
Employee Benefits	508,171	507,665	505,376	2,289
Professional/Contractual Services	4,890,789	5,287,146	1,999,574	3,287,572
Services	179,735	245,367	140,551	104,816
Commodities	230,506	238,654	109,954	128,700
Capital Outlay	186,788	239,130	192,789	46,341
Grants and Aids	8,496,060	8,496,060	807,811	7,688,249
Administrative Overhead Allocated	692,954	641,833	719,020	(77,187)
(Total Expenditures)	(16,662,754)	(17,138,952)	(5,899,502)	11,239,450
(Deficiency) of Revenues (Under) Expenditures	(2,258,138)	(2,790,387)	(1,897,441)	892,946
Other Financing Sources (Uses)				
Transfers in	2,258,138	2,790,387	1,897,441	(892,946)
Total Other Financing Sources (Uses)	2,258,138	2,790,387	1,897,441	(892,946)
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing (Uses)	0	0	0	0
Fund Balance, Beginning of Year	0	0	0	0
Fund Balance, End of Year	$ 0	$ 0	$ 0	$ 0

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2014
(Continued)

	Lands Management Fund			
	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
Revenues				
Timber Sales	$ 2,000,000	$ 2,000,000	$ 1,248,705	$ (751,295)
Intergovernmental	0	0	302	302
Investment Income	21,830	21,830	8,744	(13,086)
Miscellaneous	1,050	1,050	35,458	34,408
Total Revenues	2,022,880	2,022,880	1,293,209	(729,671)
Expenditures				
Salaries	741,036	788,896	763,262	25,634
Employee Benefits	304,787	326,312	337,185	(10,873)
Professional/Contractual Services	863,955	868,792	686,865	181,927
Services	408,086	504,921	331,644	173,277
Commodities	702,800	675,126	239,066	436,060
Capital Outlay	139,000	185,662	63,064	122,598
Grants and Aids	8,000	8,000	8,246	(246)
Administrative Overhead Allocated	399,276	406,225	412,525	(6,300)
(Total Expenditures)	(3,566,940)	(3,763,934)	(2,841,857)	922,077
(Deficiency) of Revenues (Under) Expenditures	(1,544,060)	(1,741,054)	(1,548,648)	192,406
Other Financing Sources (Uses)				
Sale of General Fixed Assets	261,000	261,000	50,520	(210,480)
Transfers in	(1,605,561)	(1,533,642)	(755,999)	777,643
Total Other Financing Sources (Uses)	(1,344,561)	(1,272,642)	(705,479)	567,163
(Deficiency) of Revenues and Other Financing Sources (Under) Expenditures and Other Financing (Uses)	(2,888,621)	(3,013,696)	(2,254,127)	759,569
Fund Balance, Beginning of Year	8,442,941	8,442,941	8,442,941	0
Fund Balance, End of Year	$ 5,554,320	$ 5,429,245	$ 6,188,814	$ 759,569

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2014
(Continued)

	Regulation Fund			
	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
Revenues				
Property Taxes	$ 1,755,844	$ 1,751,844	$ 1,723,950	$ (27,894)
Licenses and Permits	350,250	350,250	323,815	(26,435)
Intergovernmental	2,490,545	2,490,545	2,170,790	(319,755)
Investment Income (Loss)	5,000	5,000	2,251	(2,749)
Miscellaneous	36,000	36,000	4,800	(31,200)
Total Revenues	4,637,639	4,633,639	4,225,606	(408,033)
Expenditures				
Salaries	2,067,812	2,067,812	1,738,955	328,857
Employee Benefits	774,362	774,362	703,340	71,022
Professional/Contractual Services	262,172	308,815	161,088	147,727
Services	413,200	538,028	397,167	140,861
Commodities	440,786	192,651	175,627	17,024
Capital Outlay	49,500	88,404	68,341	20,063
Administrative Overhead Allocated	1,091,193	981,117	898,811	82,306
(Total Expenditures)	(5,099,025)	(4,951,189)	(4,143,329)	807,860
(Deficiency) of Revenues (Under) Expenditures	(461,386)	(317,550)	82,277	399,827
Fund Balance, Beginning of Year	1,078,184	1,078,184	1,078,184	0
Fund Balance, End of Year	$ 616,798	$ 760,634	$ 1,160,461	$ 399,827

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2014
(Concluded)

	Mitigation Fund			
	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
Revenues				
Intergovernmental	$ 2,556,371	$ 2,383,515	$ 584,820	$ (1,798,695)
Federal Grants	0	0	228,672	228,672
Investment Income (Loss)	30,000	30,000	17,684	(12,316)
Miscellaneous	0	0	20,300	20,300
Total Revenues	2,586,371	2,413,515	851,476	(1,562,039)
Expenditures				
Salaries	308,392	266,968	243,017	23,951
Employee Benefits	115,029	95,130	85,242	9,888
Professional/Contractual Services	1,687,719	1,674,009	310,183	1,363,826
Services	55,782	58,420	27,658	30,762
Commodities	241,550	213,954	36,626	177,328
Capital Outlay	12,225	18,319	9,544	8,775
Administrative Overhead Allocated	165,674	97,844	121,522	(23,678)
(Total Expenditures)	(2,586,371)	(2,424,644)	(833,792)	1,590,852
(Deficiency) of Revenues (Under) Expenditures	0	(11,129)	17,684	28,813
Fund Balance, Beginning of Year	1,379,871	1,379,871	1,379,871	0
Fund Balance, End of Year	$ 1,379,871	$ 1,368,742	$ 1,397,555	$ 28,813

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2014

Note 1 - Stewardship, Compliance, and Accountability

Budgetary Information

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. All annual appropriations lapse at fiscal year-end.

The Board generally follows these procedures in establishing the budgetary data reflected in the financial statements:

- In accordance with Florida Statutes, as amended July 1, 2012, prior to January 15 of each year, Water Management Districts must submit a Preliminary budget for the next fiscal year for legislative review. The preliminary budget will be used as the basis for developing the tentative budget. The tentative budget must be submitted to the District's Governing Board prior to July 15 and to the Executive Office of the Governor (EOG) and Legislature no later than August 1. The tentative budget proposes the operating budget for the fiscal year commencing the following October 1. The budget includes the proposed expenditures and the means of financing them for the upcoming year, along with the estimates for the current year and actual data for the prior year.

  The budget is prepared at the Program and Activity level per the requirements of S. 373.536, Florida Statutes and presented to the Board by fund and budget category as required by Chapters 373 and 189, Florida Statutes.

- Public hearings are conducted to allow for taxpayer comment.

- Prior to September 30, the budget is legally enacted through adoption of a resolution by the District's Governing Board in a public hearing.

- The Director of Administration is required by the District to present a monthly financial report and schedule of disbursements to the Board.

- Revisions that alter the total expenditures of any fund or increase an activity by a cumulative amount in excess of $1,000,000 must be approved by the Executive Office of the Governor and noticed to the Legislative Budget Commission prior to noticing the budget amendment for a District's Governing Board meeting. Budget amendments must be approved under the requirement of Chapter 373 and 189, Florida Statutes.

- Formal budgetary integration is employed as a management control device during the year.

- Budgets for the governmental fund types are presented on a basis consistent with accounting principles generally accepted in the United States of America.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
OTHER POSTEMPLOYMENT BENEFIT PLAN (OPEB)
RETIREE HEALTHCARE PLAN
SEPTEMBER 30, 2014

Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)	Unfunded AAL	Funded Ratio	Annual Covered Payroll	UAAL as Percentage of Covered Payroll
09/30/2013	$ 0	$ 1,673,612	$ 1,673,612	0.0%	$ 4,663,252	36%
09/30/2011	0	862,511	862,511	0.0%	6,248,982	14%
09/30/2010	0	3,192,967	3,192,967	0.0%	6,041,315	56%

Schedule of Employer Contributions

Fiscal Year Ended	Annual OPEB Cost	Employer Contributions Toward the OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
09/30/2014	$ 143,360	$ 122,752	86%	$ 79,218
09/30/2013	142,313	114,672	81%	58,609
09/30/2012	74,524	58,400	78%	30,968
09/30/2011	73,407	58,563	80%	14,844
09/30/2010	306,907	191,916	63%	114,991

ADDITIONAL INFORMATION

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
OFFICIALS
SEPTEMBER 30, 2014

GOVERNING BOARD MEMBERS

George Roberts, Chairman

Jerry Pate, Vice Chairman

John Alter

Gus Andrews

Gary Clark

Jon Costello

Nicholas Patronis

Bo Spring

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Federal Grantor/Pass-Through Grantor/ Grant Program	CFDA Number	Grant ID Number	Expenditures
Federal Awards			
U.S. Department of Homeland Security			
Cooperating Technical Partners	97.045	EMA-2008-CA-5886	$ 32,438
Cooperating Technical Partners	97.045	EMA-2009-CA-5937	645,509
Cooperating Technical Partners	97.045	EMA-2010-CA-5085	231,613
Cooperating Technical Partners	97.045	EMA-2011-CA-5142	217,734
Cooperating Technical Partners	97.045	EMA-2012-CA-5261	67,709
Cooperating Technical Partners	97.045	EMA-2013-CA-5352	91,305
			1,286,308
U.S. Department of Commerce, National Oceanic and Atmospheric Administration			
Passed through the University of Southern Mississippi			
Habitat Conservation	11.463	NA10NMF4630080	45,360
U.S. Environmental Protection Agency			
Passed through State of Florida Department of Protection:			
Water Quality Management Planning	66.454	G0373	86,891
Water Pollution Control State, Interstate, and Tribal Program Support	66.605	G0154 & G00368	112,085
Total U.S. Environmental Protection Agency			198,976
U.S. Department of Transportation			
Passed through State of Florida Department of Transportation:			
Highway Planning and Construction	20.205		228,671
Highway Planning and Construction	20.205	BDN58	12,510
			241,181
Total Federal Expenditures			$ 1,771,825

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND
STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2014
(Concluded)

State Grantor/Program Title	CSFA Number	Grantor Number	Expenditures
State Financial Assistance			
State of Florida Department of Transportation			
Mitigation Water Management Districts	55.031		$ 584,820
State of Florida Department of Environmental Protection			
Water Management Districts - Land Acquisition Water Management Lands Trust Fund	37.002		2,617,207
Water Management Districts - Land Acquisition Florida Forever Trust Fund	37.022		290,896
			2,908,103
State-wide Surface Water Restoration and Wastewater Projects	37.039		633,892
Springs Protection Agreement	37.052		103,307
Water Protection and Sustainability Program	37.066		5,470,000
MOEX Funding	37.082		64,968
Total Department of Environmental Protection			9,180,270
Total State Financial Assistance			$ 9,765,090
Total Federal Awards and State Financial Assistance			$ 11,536,915

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
SEPTEMBER 30, 2014

Note 1 - Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance includes the Federal and State Award activity of the Northwest Florida Water Management District, and is presented on the accrual basis of accounting. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments and Non-profit Organizations* and Chapter 10.550, *Rules of the Auditor General of the State of Florida*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements.

Note 2 - Sub-recipients

Of the Federal and State expenses presented in this schedule, Northwest Florida Water Management District provided State Financial Assistance to sub-recipients as follows:

Program Title	State CSFA Number	Amount Provided to Sub-recipients
Florida Forever Trust Fund	37.022	$ 231,554
State-wide Surface Water and Wastewater Projects	37.039	556,989
Water Protection and Sustainability Program	37.066	5,470,000

Purvis Gray & Company

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

To the Honorable Governing Board
Northwest Florida Water Management District

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the Northwest Florida Water Management District, (the District) as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated March 26, 2015.

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

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

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be significant material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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

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MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

To the Honorable Governing Board
Northwest Florida Water Management District

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENT PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS* *(Concluded)*

Compliance and Other Matters *(Concluded)*
We noted certain other matters that we reported to management of the District in our separate management letter dated March 26, 2015.

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

Purvis, Gray and Company, LLP

March 26, 2015
Tallahassee, Florida

Purvis Gray & Company

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133 AND CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA*

To the Honorable Governing Board
Northwest Florida Water Management District

Report on Compliance for Each Major Federal Program and State Project
We have audited Northwest Florida Water Management District's (the District) compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133, *Compliance Supplement*, and the requirements described in the State of Florida, Department of Financial Services State Projects, *Compliance Supplement,* that could have a direct and material effect on each of the District's major federal programs and state projects for the year ended September 30, 2014. The District's major federal programs and state projects are identified in the summary of auditors' results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility
Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs and state projects.

Auditors' Responsibility
Our responsibility is to express an opinion on compliance for each of the District's major federal programs and state projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*; and Chapter 10.550, *Rules of the Auditor General of the State of Florida*. Those standards, OMB Circular A-133, and Chapter 10.550, *Rules of the Auditor General of the State of Florida,* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program or state project occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion. However, our audit does not provide a legal determination of the District's compliance with those requirements.

Opinion on Each Major Federal Program and State Project
In our opinion, the District, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2014.

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To the Honorable Governing Board
Northwest Florida Water Management District

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133 AND CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA* *(Concluded)*

Internal Control Over Compliance
Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program or state project to determine our auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program or state project, and to test and report on internal control over compliance in accordance with OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General of the State of Florida,* but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be *material weaknesses*, as defined above.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General of the State of Florida*. Accordingly, this report is not suitable for any other purpose.

Purvis, Gray and Company, LLP

March 26, 2015
Tallahassee, Florida

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
SEPTEMBER 30, 2014

1. Summary of Audit Results

Financial Statements

I. Type of Audit Report Issued on Financial Statements

Unmodified Opinion.

II. Significant Deficiency and/or Material Weaknesses in Internal Control

Audit disclosed no significant deficiencies in internal control over financial reporting.

III. Noncompliance Material to Auditee Financial Statements

Audit disclosed no material instances of noncompliance.

Federal Awards Programs

IV. Significant Deficiencies and/or Material Weaknesses in Internal Control Over Major Federal Awards Programs or State Projects

Audit disclosed no significant deficiencies and/or material weaknesses in internal control over major federal award programs or state projects that are required to be reported in the schedule of findings and questioned costs.

V. Type of Audit Report Issued on Compliance with Requirements Applicable to Major Federal Awards Programs and State Projects

Unmodified Opinion.

VI. Audit Findings Relative to Major Programs and State Projects

The audit disclosed no findings required to be reported in under Section 510(a) of U.S. Office of Management and Budget (OMB) Circular A-133 and Chapter 10.550, *Rules of the Auditor General of the State of Florida.*

VII. Programs Tested as Major Federal Awards Programs and State Projects Included:

■ **Federal Programs**	**CFDA No.**
● Cooperating Technical Partners	97.045
■ **State Projects**	**CFSA No.**
● Water Protection and Sustainability Program	37.066

VIII. Dollar Threshold Used to Distinguish Between Type A and Type B Federal Programs and State Projects

Federal Programs: $300,000
State Projects: $300,000

IX. Low Risk Auditee

The District qualified as a low-risk auditee pursuant to OMB Circular A-133.

2. Findings Related to the Financial Statements Required to be Reported Under Generally Accepted *Government Auditing Standards* (GAGAS)

The audit disclosed no findings, which are required to be reported under GAGAS.

3. Findings and Questioned Costs for Major Federal Awards Programs and State Projects

The audit disclosed no findings for federal awards programs, which are required to be reported under OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General of the State of Florida*.

4. Status of Prior Audit Findings

There were no prior year findings required to be reported in accordance with OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General of the State of Florida*.

Purvis Gray & Company

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

To the Honorable Governing Board
Northwest Florida Water Management District

We have examined the Northwest Florida Water Management District's (the District) compliance with Section 218.415, Florida Statutes, as of and for the year ended September 30, 2014, as required by Section 10.556 (10)(a), *Rules of the Auditor General*. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination of the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2014.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies granting agencies and pass-through entities, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Purvis, Gray and Company, LLP

March 26, 2015
Tallahassee, Florida

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Purvis Gray & Company

MANAGEMENT LETTER

To the Honorable Governing Board
Northwest Florida Water Management District

Report on the Financial Statements
We have audited the financial statements of the Northwest Florida Water Management District, (the District), as of and for the year ended September 30, 2014, and have issued our report thereon dated March 26, 2015.

Auditors' Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Other Reports and Schedule
We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards,* Section 601, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated March 26, 2015, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1, *Rules of the Auditor General,* requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial report. The findings in the preceding annual financial report have been addressed.

Official Title and Legal Authority
Section 10.554(1)(i)4, *Rules of the Auditor General,* requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in the notes to the financial statements.

Financial Condition
Section 10.554(1)(i)6(a), *Rules of the Auditor General*, requires a statement be included as to whether or not the local governmental entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Certified Public Accountants
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MANAGEMENT LETTER
(Continued)

Annual Financial Report
Section 10.554(1)(i)5.(d), *Rules of the Auditor General,* requires that we report the results of our determination as to whether the annual financial report for the District for the fiscal year ended September 30, 2014, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2014. In connection with our audit, we determined that these two reports were in agreement.

Monthly Financial Statements
Section 10.554(1)(i)6.a, *Rules of the Auditor General*, requires that we report the results of our determination as to whether or not the District provided monthly financial statements to its governing board and made such monthly statements available for public access on its website. In connection with our audit, we determined that the District provided monthly financial statements to its governing board and made such monthly statements available for public access on its web site.

Transparency
Section 10.554(1)(i)6.b, *Rules of the Auditor General*, requires that we report the results of our determination as to whether the District provided a link on its web site to the Florida Department of Financial Service's Web site to view the District's annual financial report submitted to the Department. In connection with our audit, we determined that the District provided a link on its web site to the Florida Department of Financial Service's web site.

Other Matters
Section 10.554(1)(i)2, *Rules of the Auditor General,* requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we offer the following recommendation.

2014-1 – Physical Inventory
We noted the District did not perform a complete physical inventory of its capital assets during the year as described in the District's Operations and Procedures Manual. The District is in the process of converting to a new capital asset tracking software which requires the replacement of previous asset tags with new tags. Because of this transition, only a partial inventory of items was performed during the tag replacement process. We recommend the District perform a complete physical inventory annually in accordance with District's policies. We further recommend that this physical inventory be reconciled to the detailed capital asset ledgers and that these ledgers be updated accordingly.

Section 10.554(1)(i)4, *Rules of the Auditor General,* requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter
Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies granting agencies and pass-through entities, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

To the Honorable Governing Board
Northwest Florida Water Management District

MANAGEMENT LETTER
(Concluded)

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.

Purvis, Gray and Company, LLP

March 26, 2015
Tallahassee, Florida

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

Brett J. Cyphers
Executive Director

March 27, 2015

Mr. David W. Martin, CPA, Auditor General
State of Florida
111 West Madison Street
Tallahassee, Florida 32399-1450

September 30, 2014 Financial Statement Audit

Finding 2014-1 Physical Inventory

We noted the District did not perform a complete physical inventory of its fixed assets during the year as described in the District's Operations and Procedures Manual. The District is in the process of converting to a new fixed asset tracking software which requires the replacement of previous asset tags with new tags. Because of this transition, only a partial inventory of items was performed during the tag replacement process. We recommend the District perform a complete physical inventory annually in accordance with District's policies. We further recommend that this physical inventory be reconciled to the detailed fixed asset ledgers and that these ledgers be updated accordingly.

District Response:

District management concurs with the financial auditor's finding. The conversion to a new fixed asset tracking software has been implemented. Since the conclusion of the audit fieldwork, the physical inventory has been completed for assets received as of 9/30/2014. We plan to begin the FY 2014-2015 physical inventory this July.

Signature: _____

Title: Executive Director

GEORGE ROBERTS, Chair, Panama City
JERRY PATE, Vice Chair, Pensacola
JOHN W. ALTER, Secretary-Treasurer, Malone
GUS ANDREWS, DeFuniak Springs
GARY CLARK, Chipley
JON COSTELLO, Tallahassee
MARC DUNBAR, Tallahassee
NICK PATRONIS, Panama City Beach
BO SPRING, Port St. Joe

PENSACOLA ASSOCIATION
A NON-PROFIT ORGANIZATION

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PENSACOLA, FLORIDA 32591
PHONE: 850/434-2800
FAX: 850/432-4237
www.pensacolasports.com

April 1, 2015

Ms. Pam Childers
Clerk of the Circuit Court
Escambia County
221 Palafox Place
Pensacola, FL 32502

Re: 2014 Audited Financial Statement for Pensacola Sports Association

Dear Ms. Childers:

We respectfully submit the 2014 audited financial statements for the Pensacola Sports Association as required by our contract with Escambia County (dated October 1, 2014).

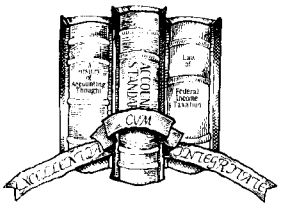
Thank you for the help and support your office provides; should you have any questions, please call me any time at 434-2800.

PENSACOLA SPORTS ASSOCIATION

Ray Palmer
Executive Director
Pensacola Sports Association

Enclosure

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2015 APR -6 A 11:
FINANCIAL REPORTING/GRANTS



Carlson & Company, Chartered

Certified Public Accountants

Pensacola Sports Association, Inc.

Pensacola, Florida

Audited Financial Statements

with

Supplementary Information

September 30, 2014

7100 Plantation Road * Building 21 * Pensacola, FL 32504 * Phone (850) 476-6900 * Fax (850) 476-1222

Pensacola Sports Association, Inc.

Pensacola, Florida

Audited Financial Statements

with

Supplementary Information

September 30, 2014

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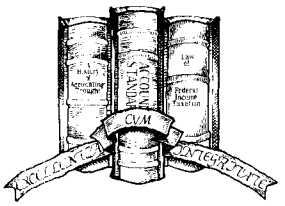


Carlson & Company, Chartered

Certified Public Accountants

Independent Auditors' Report

To the Board of Directors
Pensacola Sports Association, Inc.
Pensacola, Florida

We have audited the accompanying financial statements of Pensacola Sports Association, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2014, and the related statement of activities, statement of changes in net assets, and statement of cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

7100 Plantation Road * Building 21 * Pensacola, FL 32504 * Phone (850) 476-6900 * Fax (850) 476-1222

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pensacola Sports Association, Inc., as of September 30, 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

March 30, 2015

Carlson & Company

Pensacola Sports Association, Inc.
Statement of Financial Position
September 30, 2014

ASSETS	Administration & Other Projects	PSA Building Activities	Sports Marketing Activities	Total
Current assets:				
Cash and cash equivalents	$ 29,844	$ -	$ 9,718	$ 39,562
Cash - escrow	11,991	-	13,198	25,189
Accounts receivable	4,883	-	47,157	52,040
Prepaid expense	14,809	-	355	15,164
Intercompany due from/(to)	56,134	-	(56,134)	-
Total current assets	117,661	-	14,294	131,955
Other assets:				
Investments	697,643	-	-	697,643
Property and equipment:				
PSA building	-	423,757	-	423,757
Office equipment	43,705	-	13,502	57,207
Vehicles	16,348	-	-	16,348
Total property and equipment, at cost	60,053	423,757	13,502	497,312
Less accumulated depreciation	(39,570)	(384,908)	(12,924)	(437,402)
Property and equipment, net	20,483	38,849	578	59,910
Total assets	$ 835,787	$ 38,849	$ 14,872	$ 889,508
LIABILITIES AND NET ASSETS				
Current liabilities:				
Accounts payable	$ 2,241	$ -	$ -	$ 2,241
Deferred revenue - event prepayments	119,848	-	-	119,848
Escrow liability	11,050	-	13,198	24,248
Total liabilities	133,139	-	13,198	146,337
Net assets:				
Unrestricted net assets	702,648	38,849	1,674	743,171
Total liabilities and net assets	$ 835,787	$ 38,849	$ 14,872	$ 889,508

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

Pensacola Sports Association, Inc.
Statement of Activities
For the Year Ended September 30, 2014

	Administration & Other Projects	PSA Building Activities	Sports Marketing Activities	Total
Change in unrestricted net assets:				
Revenues and support:				
Corporate sponsorships	$ 209,544	$ -	$ -	$ 209,544
Program revenues	572,151	-	-	572,151
Escambia Co. tourist development contract	-	-	469,764	469,764
In-kind donation	16,370	-	-	16,370
In-kind land lease	33,600	-	-	33,600
Membership dues	26,450	-	-	26,450
Miscellaneous	5,039	-	-	5,039
Interest and dividends	24,433	-	-	24,433
Rental revenue	4,800	-	-	4,800
Recognized gain on investments	9,599	-	-	9,599
Realized loss on investments	(1,702)	-	-	(1,702)
Total revenues	900,284	-	469,764	1,370,048
Expenses:				
Management and general expenses	250,809	-	-	250,809
Program related expenses	476,493	-	469,730	946,223
In-kind donations	16,370	-	-	16,370
In-kind land lease	33,600	-	-	33,600
Depreciation	5,218	21,188	676	27,082
Total expenses	782,490	21,188	470,406	1,274,084
Change in unrestricted net assets	$ 117,794	$ (21,188)	$ (642)	$ 95,964

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

Pensacola Sports Association, Inc.
Statement of Changes in Net Assets
For the Year Ended September 30, 2014

	Administration & Other Projects	PSA Building Activities	Sports Marketing Activities	Total
Net assets, beginning of year	$ 584,854	$ 60,037	$ 2,316	$ 647,207
Change in net assets	117,794	(21,188)	(642)	95,964
Net assets, end of year	$ 702,648	$ 38,849	$ 1,674	$ 743,171

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

Pensacola Sports Association, Inc.
Statement of Cash Flows
For the Year Ended September 30, 2014

	Administration & Other Projects	PSA Building Activities	Sports Marketing Activities	Total
Cash flow from operating activities:				
Change in net assets	$ 117,794	$ (21,188)	$ (642)	$ 95,964
Reconciliation of change in net assets to net cash provided by operating activities:				
Depreciation expense	5,218	21,188	676	27,082
Change in accounts receivable	2,850	-	(28,619)	(25,769)
Change in prepaid expenses	485	-	-	485
Change in accounts payable	895	-	-	895
Change in deferred revenue	(7,931)	-	-	(7,931)
Change in scholarship escrow liability	(2,000)	-	-	(2,000)
Interest & dividends from investments	(24,428)	-	-	(24,428)
Recognized gain on investments	(9,599)	-	-	(9,599)
Realized loss on investments	1,702	-	-	1,702
Cash provided (used) by operating activities	84,986	-	(28,585)	56,401
Cash flows from investing activities:				
Purchase of fixed assets	(3,904)	-	-	(3,904)
Addition to investment funds	(84,000)	-	-	(84,000)
Cash (used in) investing activities	(87,904)	-	-	(87,904)
Cash flows from financing activities:				
Change in intercompany loans	(11,857)	-	11,857	-
Cash (used) provided by financing activities	(11,857)	-	11,857	-
Net (decrease) increase in cash	(14,775)	-	(16,728)	(31,503)
Cash at beginning of year	56,610	-	26,446	83,056
Cash at end of year	$ 41,835	$ -	$ 9,718	$ 51,553
Cash interest paid	$ -	$ -	$ -	$ -
Cash income taxes paid	$ -	$ -	$ -	$ -

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

NOTE 1 - SCOPE AND PURPOSE

The Pensacola Sports Association, Inc. (the Association), is a not-for-profit corporation organized under the laws of the State of Florida. The Association's purpose is to promote regional economic development through the organization of amateur and professional sports events in Northwest Florida.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation

The Association presents its financial statements in a fund accounting format. The Association's building activities are shown separate from the sports marketing and regular operating activities.

The Association considers any donor imposed restrictions on revenues received and reports its financial position and activities in three classes of net assets: (1) unrestricted net assets, (2) temporarily restricted net assets, and (3) permanently restricted net assets. If there is no restriction, it is unrestricted. If the donor restriction will be satisfied with the passage of time, or a specified event, the contribution is temporarily restricted until the restriction is met, then it is moved to unrestricted. If the donor restriction will never expire, it is permanently restricted. The Association had only unrestricted net assets at year end.

Cash Equivalents

For purposes of the statement of cash flows, cash consists of cash on hand, cash in operating, sports marketing, and scholarship escrow bank accounts.

Accounts Receivable

Accounts receivable represents amounts due for grant reimbursements, sponsorships, and amounts due from parking sublease. Accounts receivable are stated at the amount expected to be collected from outstanding balances. Based on past experience, no provision for uncollectible accounts is considered necessary.

Property and Equipment

Property and equipment are recorded at the cost of acquisition for purchased items. Donated assets are recorded at the estimated fair market value. Depreciation is calculated using the straight-line method based on the estimated useful lives of the individual assets. Principal ranges of estimated useful lives are:

Building and improvements	20 years
Furniture, fixtures and equipment	5 - 10 years

Expenditures for additions and major renewals are capitalized. Expenditures for maintenance and repair are expensed.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition

All revenues are recognized on the accrual basis of accounting. The main sources of revenue are program revenues for sponsored events, tourist development funds from Escambia County, corporate sponsorships, and membership dues. The Association also receives substantial in-kind donations for advertising, land usage, and refreshments at sponsored events.

Expense Allocation

Expenses which are directly related to the various programs or supporting services are charged directly against the related program or service and are shown as program related expenses. Operating expenses include those expenses not directly identifiable to a specific program or event.

Use of Estimates

The preparation of financial statements under generally accepted accounting principles requires the use of estimates. This will affect the reported amounts of assets, liabilities, disclosures, and contingent items at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may vary from these estimates and the variances may be material.

Donated Materials and Services

Donated materials and services are reflected in the financial statements at the fair value of the services rendered. The contributions of services are recognized if the services received create or enhance assets, require specialized skills that are provided by individuals possessing those skills, are objectively measurable, and would typically need to be purchased if not provided by donation.

The Association also benefits from non-skilled services donated by volunteers. However, the value of these donated non-skilled services is not included in these financial statements since no objective basis is available to measure the value of these services.

Income Taxes

The Association qualifies as an organization exempt from income tax under Section 501(c) (4) of the Internal Revenue Code according to Internal Revenue Service determination letters dated July 27, 1959; December 1, 1969; July 26, 1974; and December 17, 1979. Under present regulations the Association does not have any unrelated business income and is not subject to income tax. The Association is required to file an annual information return, Form 990, with the Internal Revenue Service. All filings are up to date.

Subsequent Events

The Association has evaluated subsequent events for potential recognition and/or disclosure in the September 30, 2014 financial statements through March 30, 2015, the date the financial statements were available to be issued.

NOTE 3 – FAIR VALUES OF FINANCIAL INSTRUMENTS

Generally accepted accounting principles require not-for-profit corporations to report investments at fair market value. Fair value is defined as the exchange price that would be received for an asset, or paid to transfer a liability (an exit price), in the principal or most advantageous market for the item in an orderly transaction between market participants on the measurement date. A fair value hierarchy has been established which requires an organization to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

A fair value hierarchy prioritizes the inputs uses to measure fair market value. The three levels of the fair value hierarchy are as follows:

Level 1 – Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.
Level 2 – Include other inputs that are directly or indirectly observable in the marketplace.
Level 3 – Unobservable inputs which are supported by little or no market activity.

The fair value of the Association's investments have been determined based on quoted market price of identical assets (Level 1). The cost and fair market value of the investments held by the Association as of September 30, 2014, were:

	Cost	Fair Value
Accrued interest on bonds/CDs	$ 1,566	$ 1,566
Money funds	143,650	143,650
Exchange traded & closed end funds	14,203	13,030
Preferred stocks	20,645	22,176
Fixed rate capital securities	7,791	8,862
Government securities	9,661	10,924
Mutual funds	296,785	319,052
Trak advisory service	52,263	62,521
Corporate bonds	105,200	115,862
Subtotal	651,764	697,643
Unrealized gain on investments	45,879	-
Total Investments	$ 697,643	$ 697,643

NOTE 4 – CONCENTRATION OF SUPPORT

The Association receives a significant portion of its revenue from sports marketing grants from Escambia County, Florida. Non-renewal of these grants would impact the activities of the Association. The Escambia County grant money is generated from the Tourist Development Commission bed tax. Future funding is highly dependent on tourism.

NOTE 5 – ESCAMBIA COUNTY GRANT CONTRACT REQUIREMENT

Escambia County requires the Association to maintain a separate bank account to deposit all county funds received and to keep a separate accounting of county funds. The Association has maintained a separate account in response to this requirement. This account is included in the cash and cash equivalents section of the statement of financial position in the sports marketing activities fund column.

NOTE 6 – RELATED PARTY TRANSACTIONS

During the fiscal year, the Association purchased promotional items from a company owned by a current board member. These transactions were put forth for competitive bids before being authorized. Purchases of $11,390 were made from this vendor during the fiscal year.

The Association purchases insurance coverage from a company owned by a current board member. Competitive bids were considered, and in the opinion of management the coverage obtained was the most favorable to the Association. During the fiscal year, the Association paid the insurance agency $17,618.

A former officer of the executive committee was paid for contract labor to assist in event planning. Payments to the former officer totaled $14,000 for the fiscal year.

NOTE 7 – OPERATING LEASE OBLIGATION

The Association acquired a copy machine through an operating lease arrangement. Monthly payments are $410 per month. The minimum non-cancelable commitments under the lease arrangement are:

Year ended September 30, 2015	4,510

NOTE 8 – OTHER LEASE OBLIGATIONS

The Association has a lease with the City of Pensacola Community Redevelopment Agency for the land on which the building and parking lot are located. The Association has a sub-lease agreement with the Pensacola Association of Realtors for some of the parking spaces. If the Pensacola Association of Realtors defaulted on the sub-lease agreement, the Association would be responsible for the entire amount of $4,257 annually according to their lease agreement with the City of Pensacola.

NOTE 9 – CONCENTRATION OF CREDIT RISK

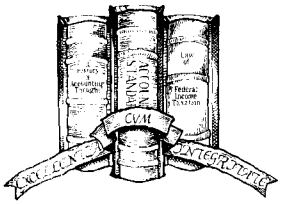
The Association maintains cash balances at banks and a brokerage house. Bank deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. As of September 30, 2014, cash deposits at the bank did not exceed this amount.

NOTE 9 – CONCENTRATION OF CREDIT RISK (Continued)

Brokerage accounts are insured by the Securities Investors Protection Corporation (SIPC) up to $500,000. SIPC coverage only protects the Association against broker error or fraud, not a loss of the underlying investment.

NOTE 10 – FISCAL AGENT FOR TOURISM DEVELOPMENT FUNDS

The Association has agreed to act as fiscal agent for Visit Pensacola, Inc., and the Perdido Area Chamber of Commerce, Inc., in order for these organizations to receive tourist development expense reimbursements from the Escambia County tourist development fund. The expense reimbursements under this agreement are not considered transactions of the Association and are not included in revenues and expenses for the fiscal year. The funds held by the Association at year end under this agreement are shown as a current asset in the Sports Marketing Activities column as cash escrow with an offsetting escrow liability in the current liability section.



Carlson & Company, Chartered

Certified Public Accountants

Independent Auditors' Report
On Unaudited Supplementary Information

To the Board of Directors
Pensacola Sports Association, Inc.
Pensacola, Florida

Our audit of the financial statements of Pensacola Sports Association, Inc. (the Association), as of and for the year ended September 30, 2014, was made for the purpose of formulating an opinion on the basic financial statements taken as a whole. The additional information presented in the unaudited supplemental schedule of expenses on the following page is not a required part of the basic financial statements of Pensacola Sports Association, Inc. It has been taken primarily from accounting and other records of the Association, and is presented solely for purposes of additional analysis. This information has not been subjected to tests and other auditing procedures applied in the audit of the basic financial statements, and, accordingly, we do not express an opinion or any other form of assurance on the additional information.

Carlson & Company

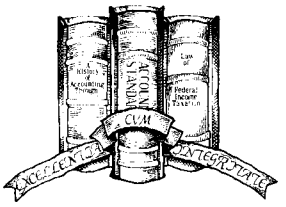
March 30, 2015

7100 Plantation Road * Building 21 * Pensacola, FL 32504 * Phone (850) 476-6900 * Fax (850) 476-1222

Pensacola Sports Association, Inc.
Unaudited Supplemental Schedule of Expenses
For the Year Ended September 30, 2014

	Administration Management and General	Sports Marketing Program Related Activities
Accounting and audit	$ -	$ 9,000
Advertising	-	11,946
Computer upgrades and supplies	1,631	-
Contract labor	14,000	-
Employee benefits	33,108	-
Fundraising and member promotion	17,755	-
Insurance	20,009	-
Miscellaneous	9,333	-
Occupancy expenses	20,833	9,414
Office expenses	10,514	6,146
Payroll and payroll tax expense	143,933	168,600
Tourist development hosting and bids	-	217,812
Travel expenses	4,693	21,812
Overhead allocation	(25,000)	25,000
Total	$ 250,809	$ 469,730

See Independent Auditors' Report on Unaudited Supplementary Information.



Carlson & Company, Chartered

Certified Public Accountants

Pensacola Sports Association, Inc.

Pensacola, Florida

September 30, 2014

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Communication with those Charged with Governance	2

7100 Plantation Road * Building 21 * Pensacola, FL 32504 * Phone (850) 476-6900 * Fax (850) 476-1222

Carlson & Company, Chartered
Certified Public Accountants

March 30, 2015

To the Board of Directors
Pensacola Sports Association, Inc.
Pensacola, Florida

In planning and performing our audit of the financial statements of Pensacola Sports Association, Inc. (the Association) as of and for the year ended September 30, 2014, in accordance with auditing standards generally accepted in the United States of America, we considered the Association's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. Accordingly, we do not express an opinion on the effectiveness of the Association's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph, and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control that allows a reasonable possibility of material misstatement in the financial statements that is not prevented, or detected and corrected in a timely manner. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in the Association's internal control to be significant deficiencies:

Segregation of accounting duties

The accountant has control of the general ledger, checks, and also reconciles the bank statement to the general ledger each month. The accountant is also an authorized signer on the bank accounts for "emergency" situations. Because the accountant has signature authority, extra control measures must be taken. Management recognizes the risk associated with the lack of segregation of duties and has established mitigating controls to address the risks by having the Executive Director review all canceled checks clearing the bank account each month. Management should continue to monitor this mitigating control on a monthly basis to ensure its effectiveness.

This communication is intended solely for the information and use of management, the Board of Directors, and others within the Association, and is not intended to be and should not be used by anyone other than these specified parties.

Carlson & Company

Carlson & Company, Chartered
Certified Public Accountants

March 30, 2015

To the Board of Directors
Pensacola Sports Association, Inc.
Pensacola, Florida

We have audited the financial statements of Pensacola Sports Association, Inc. (the Association) for the year ended September 30, 2014, and have issued our report on them dated March 30, 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated November 7, 2014. Professional standards also require that we communicate to you the following information related to our audit.

Qualitative Aspects of Significant Accounting Practices

Significant Accounting Policies

Management, with the oversight of the Board of Directors, is responsible for the selection and use of appropriate accounting policies. A summary of the significant accounting policies for the Association is included in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements and are based on current judgments of management. Those judgments are normally based on knowledge and experience about past and current events, and assumption about future events. Some estimates are particularly sensitive because of their significance to the financial statements and the possibility that future events may be different from current judgments of management.

The most sensitive estimates affecting the financial statements for the Association are the fair market value of investments and the value of donated goods and services.

The estimate of the fair market value of the Association's investments is based on the stated fair market values on the end of the fiscal year brokerage statements. We agreed the market value amounts in the financial statements with the amounts on the September 30, 2014, brokerage statement and believe they are reasonable in relation to the financial statements taken as a whole.

The estimated value of donated goods and services is based on the fair market value of the donation. We inspected the supporting documentation for these items and discussed with the staff the basis on which the estimates were made. We believe the transactions and ending balances, which include in-kind income and in-kind expense, are fairly stated in relation to the basic financial statements taken as a whole.

Financial Statement Disclosures

The financial statement disclosures are neutral, consistent, and clear.

Corrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. None of the misstatements detected as a result of audit procedures and corrected by management were material. The attached schedule shows the adjusting journal entries that were made and approved by management.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, that could be significant to the Association's financial statements or the auditors' report. No such disagreements arose during the course of the audit.

Representations Received

We have received written representations which are included in the attached letter.

Management Consultation with Other Independent Accountants

In some cases management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Association's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no consultations with other independent accountants.

Independence

In the normal course of our professional association with the Pensacola Sports Association, Inc., we generally discuss a variety of matters, including the application of accounting principles, auditing standards, operating and regulatory conditions affecting the Association, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as auditors for the Association.

Report Distribution

This report is intended solely for the information and use of management and the Board of Directors of the Pensacola Sports Association, Inc. and is not intended to be, and should not be used by anyone other than these specified parties.

Carlson & Company

Prepared by_____

Reviewed by_____

Pensacola Sports Association, Inc.
Adjusting Journal Entries

Reference	Type	Date / Account Number	Description	Debit	Credit	Net Income Effect
AJE01	Adjusting	09/30/14				
		01-1365-000	PREPAID INSURANCE EXP	1,441.26		
		01-5130-000	INSURANCE-PSA		1,441.26	
						1,441.26
			To record Miriam's adjustment to Prepaid Insurance			
AJE02	Adjusting	09/30/14				
		01-1510-000	OFFICE FURNITURE & EQUIPM	633.28		
		01-5070-000	EQUIPMENT ACQUISITION		633.28	
		01-1510-000	OFFICE FURNITURE & EQUIPM	508.34		
		01-5040-000	COMPUTER UPGRADES/SUPPL		508.34	
		01-1510-000	OFFICE FURNITURE & EQUIPM	399.99		
		01-5040-000	COMPUTER UPGRADES/SUPPL		399.99	
		01-1510-000	OFFICE FURNITURE & EQUIPM	747.10		
		01-5040-000	COMPUTER UPGRADES/SUPPL		747.10	
		01-1510-000	OFFICE FURNITURE & EQUIPM	1,083.16		
		01-5040-000	COMPUTER UPGRADES/SUPPL		1,083.16	
						3,371.87
			To record Miriam's list of misc fixed asset reclassifications			
AJE03	Adjusting	09/30/14				
		01-5048-000	DEPRECIATION EXP-OFFICE	315.83		
		01-1590-000	ACCUMULATED DEPRECIATI(		315.83	
						(315.83)
			To adjust depreciation expense for new additions			
AJE04	Adjusting	09/30/14				
		02-5170-000	SPT MKT MARKETING & ADVI	11,946.00		
		02-5370-000	SPT MKT TRAVEL	19,163.00		
		02-5085-000	SPT MKT-DIRECT PROGRAMM		31,109.00	
		02-5000-000	SPT MKT AUDIT	9,000.00		
		02-5085-000	SPT MKT-DIRECT PROGRAMM	4,017.00		
		02-5370-000	SPT MKT TRAVEL	2,649.00		
		02-5230-000	SPT MKT OFFICE SUPPLIES	6,146.00		
		02-5380-000	SPT MKT UTILITIES	9,414.00		
		02-5235-000	SPT MKT OVERHEAD/OPERAT		31,226.00	
						0.00
			To reclass sports marketing expenses for 990 presentation.			
		TOTAL		67,463.96	67,463.96	4,497.30

PENSACOLA SPORTS ASSOCIATION
A NON-PROFIT ORGANIZATION

101 WEST MAIN STREET
POST OFFICE BOX 12463
PENSACOLA, FLORIDA 32591
PHONE: 850/434-2800
FAX: 850/432-4237
www.pensacolasports.com

CLIENT REPRESENTATION LETTER

March 30, 2015

Carlson & Company, Chartered
7100 Plantation Road, Building 21
Pensacola, Florida 32504

This representation letter is provided in connection with your audit of the financial statements of Pensacola Sports Association, Inc. (the Organization), which comprise the statements of financial position as of September 30, 2014 and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

We confirm, to the best of our knowledge and belief, as of March 30, 2015, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated November 7, 2014, including our responsibility for the preparation and fair presentation of the financial statements.
2. The financial statements referred to above are fairly presented in conformity with U.S GAAP.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
6. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
7. All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
8. We understand and have approved the adjusting journal entries that were made during your audit and they will be entered into the Organization's general ledger.

9. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP.

10. Material concentrations have been properly disclosed in accordance with U.S. GAAP.

11. Guarantees, whether written or oral, under which the Association is contingently liable, have been properly recorded or disclosed in accordance with U.S. GAAP.

Information Provided

12. We have provided you with -

    a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
    b. Completeness and availability of all minutes of the meetings of the board of directors, and committees of directors, or summaries of actions of recent meetings for which minutes were not yet prepared.
    c. Unrestricted access to persons within the Organization from whom you determined it necessary to obtain audit evidence.

13. All material transactions have been recorded in the accounting records and are reflected in the financial statements.

14. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

15. We have no knowledge of any fraud or suspected fraud affecting the Organization involving.

    a. Management,
    b. Employees who have significant roles in internal control, or
    c. Others where the fraud could have a material effect on the financial statements.

16. We have no knowledge of any allegations of fraud or suspected fraud affecting the Organization communicated by employees, former employees, regulators, or others.

17. We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.

18. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.

19. We have disclosed to you the identity of the Organization's related parties and all the related party relationships and transactions of which we are aware.

20. The Organization has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.

21. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us. We have complied with the grant agreements with Escambia County related to the tourist development funds received and disbursed as fiscal agent to Visit Pensacola, Inc., and the Perdido Area Chamber of Commerce, Inc. We are not aware of any violations of contract provisions that would affect our financial statements.

22. Pensacola Sports Association, Inc. is an exempt organization under Section 501 of the Internal Revenue Code. Any activities of which we are aware that would jeopardize the Organization's tax-exempt status, and all activities subject to tax on unrelated business income or excise or other tax, have been disclosed to you. All required filings with tax authorities are up-to-date.

23. In regards to the Form 990 (Return of Organization Exempt from Income Tax) services performed by you, we have made all management decisions and performed all management functions. We have designated an individual with suitable skill, knowledge, or experience to oversee the services and evaluated the adequacy and results of the services performed. We acknowledge we are responsible for the presentation and accuracy of the information disclosed.

24. We acknowledge our responsibility for presenting the supplemental schedule of expenses in accordance with U.S. GAAP, and we believe the information, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

25. As part of your audit, you prepared the draft financial statements and related notes. We have designated an individual with suitable skill, knowledge, or experience to oversee your services and have made all management decisions and performed all management functions. We have reviewed, approved, and accepted responsibility for those financial statements and related notes.

Organization Management — Date: 3/30/2015

Organization Officer — Date: 3-30-15

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

14. Taking the following action concerning an Agreement from the State of Florida Department of Environmental Protection (FDEP) for the development of the Southwest Greenway, Jones Swamp Trail Extension 3, under the Recreational Trails Project Number T11015 (Funding: Fund 110, Other Grants and Projects, new Cost Center, in the amount of $200,000; Grant match, in the amount of $200,000, from Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, and from in-kind services):

    A. Approving the *State of Florida Department of Environmental Protection Recreational Trails Program Fiscal Year 2011 - 2012 Project Agreement (*#T1115) between FDEP and Escambia County, for the development of the Southwest Greenway, Jones Swamp Trail Extension 3, based upon an FDEP $200,000 Grant, effective upon execution of the Agreement; and

    B. Authorizing the Chairman to sign the Agreement and any subsequent Grant-related documents.

15. Authorizing the County to piggyback off of the Florida Sheriff's Association Contract #11-19-0907, Specification #50, in accordance with the Escambia County Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 46-44, Application; exemptions, *(Subsection)* (6), and awarding a Purchase Order to Ward International for one 2012 International Workstar Cab & Chassis vehicle, with options as shown in the Contract, in the amount of $157,398 *(which includes the $87,043 base price and options totaling $70,355)*, for the Department of Solid Waste Management (Funding: Fund 401, Solid Waste, Cost Center 230306, Object Code 56401).

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-8061 **Clerk & Comptroller's Report** **13. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 04/23/2015
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held April 9, 2015;

B. Approve the Minutes of the Regular Board Meeting held April 9, 2015;

C. Approve the Minutes of the Special Board Meeting held April 16, 2015, at 9:00 a.m.; and

D. Approve the Minutes of the Special Board Meeting held April 16, 2015, at 5:00 p.m.

Attachments

20150409 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD APRIL 9, 2015
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:06 a.m. – 10:23 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
Susan Woolf, General Counsel to the Clerk
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda for the April 9, 2015, 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 reviewed the Written Communication Item and the 5:32 p.m. TEFRA Public Hearing;

   B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;

   C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;

   D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report (CAR), with comments from Joy Blackmon, Director, and Colby Brown, Branch Director, Public Works Department, regarding CAR II-20, a recommendation concerning the Neighborhood Enhancement Projects for 2014-2015 (Traffic Calming); and Wes Moreno, Branch Director, Public Works Department, regarding CAR II-24, a recommendation concerning a Change Order for Cougar Oil, Inc.; and

   E. Commissioner Robinson reviewed the Item on the County Attorney's Report.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7999 **Growth Management Report** **13. 1.**
BCC Regular Meeting **Action**
Meeting Date: 04/23/2015
Issue: Woodlyn Meadows Final Plat
From: Horace Jones, Department Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Woodlyn Meadows Permit #07021083
That the Board take the following actions concerning recording of the Final Plat of Woodlyn Meadows, (a 143 lot single family private residential subdivision with private streets and private storm water retention ponds), located in the Beulah Community lying south of Mobile Highway. Owned and developed by Woodlyn Developers, LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording; and

B. Approve the street names "Arbor Point, Brindle Drive, Fieldcrest Court, Harvest Moon Court, Hillsmere Court, Wheeler Way, and Winter Greene Drive"; and

C. Authorize the Chairman or Vice-Chairman to execute a Conservation Easement.

BACKGROUND:

The preliminary plat Woodlyn Meadows was approved on October 8, 2008. Construction plans were approved on October 8, 2008. The Escambia County Public Safety Department approved the street names “Arbor Point, Brindle Drive, Fieldcrest Court, Harvest Moon Court, Hillsmere Court, Wheeler Way, and Winter Greene Drive”; on February 4, 2015. Development Services Department inspected the improvements on April 21, 2015 and found improvements substantially complete and in accordance with applicable County requirements. An executed Conservation Easement will be recorded with the final plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney’s Office. A Conservation Easement was reviewed and approved by Stephen West on February 19, 2015.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the current Escambia County Land Development Code and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, County Surveyor and Development Services Department Director, the plat shall be transmitted to the Clerk of Court's Office for recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer's engineer/surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Street Letter Approval
Conservation Easement
Location/Vicinity Map
Final Plat
Approved Final Plat

Board of County Commissioners • Escambia County, Florida

Michael T. Moring, Emergency Communications Chief
Public Safety Department

February 4, 2015

Street Letter Approval

The following names have been submitted for approval:

Arbor Point
Brindle Drive
Fieldcrest Court
Harvest Moon Court
Hillsmere Court
Wheeler Way
Winter Greene Drive

The streets are located in:

Woodlyn Meadows

The name was requested by:

Merrill Parker Shaw, Inc.

4928 N. Davis Hwy. Pensacola, Fl.

Escambia County Public Safety concurs the street names above are not duplicates of any other street names in Escambia County Florida.

Michael T. Moring

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455 www.myescambia.com

Prepared by:
Stephen R. Moorhead, Esq.
McDonald Fleming Moorhead
25 West Government Street
Pensacola, FL 32502

CONSERVATION EASEMENT

THIS GRANT OF A CONSERVATION EASEMENT made this 10th day of February, 2015, by and between Woodland Developers, LLC, a Florida limited liability company, whose mailing address is 106 Stone Blvd., Cantonment, FL 32533 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 223 Palafox Place, Room 300, Pensacola, Florida 32501 (Grantee).

WITNESSETH

WHEREAS, Grantor is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the property, conveyance from the Grantor of a Conservation Easement pursuant to Section 704.06, Florida Statutes; and

WHEREAS, Grantor has agreed to grant a Conservation Easement to Grantee in and over Grantor's property under the terms and conditions set forth in this document; and

WHEREAS, the intent of the Conservation Easement is to insure that the property will be retained and maintained in perpetuity predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement;

NOW, THEREFORE, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and Grantee's successors and assigns, a perpetual Conservation Easement in and over the following described property (Property):

See Legal Description attached as Exhibit "A"

This easement is granted with the following express conditions:

1. All wetlands on the Property shall be maintained in perpetuity in their present enhanced or created condition and consistent with Section 704.06 of the Florida Statutes.

2. Grantee, or its authorized representative, is entitled to enter the Property in a reasonable manner and at reasonable times to insure compliance with the conditions of the Conservation Easement.

3. The following activities are prohibited on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.

b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.

c) Removal or destruction of trees, shrubs, or other vegetation, with the expectation of nuisance and exotic plant species as may be required by Grantee.

d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.

e) Surface use except for purposes that permit wetlands or water areas to remain predominantly in their natural condition.

f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

g) Acts of uses detrimental to such retention of land or water areas.

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

4. The Grantor agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement.

5. The Conservation Easement runs with the land and is binding on the Grantor and its successors and assigns, and all subsequent owners of the Property.

6. The Conservation Easement may be enforced by injunction or proceeding in equity or at law. Grantor agrees that venue for any enforcement action lies exclusively in the circuit court of the First Judicial Circuit of Escambia County, Florida. In any enforcement action in which the Grantee prevails, Grantee is entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions existing at the time of execution of this Conservation Easement. These remedies are in addition to any other remedy, fine or penalty that may be available at law or equity.

7. Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights in the event of any subsequent failure of the Grantor to comply.

Signed, sealed and delivered
our presence as witnesses:

Andrea Bennett
Print Name: Andrea Bennett

Becky Morgan
Print Name: Becky Morgan

WOODLAND DEVELOPERS, LLC, a
Florida limited liability company

By: Paul Dorlag, its Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and acknowledged before me this 10th day of February, 2015, by Paul Dorlag, as Manager of Woodland Developers, LLC, a Florida limited liability company.

Andrea Bennett
NOTARY PUBLIC

✓ Personally Known
OR
_____ Produced Identification
Type of Identification Produced_____

ANDREA BENNETT
MY COMMISSION # EE 880725
EXPIRES: March 5, 2017
Bonded Thru Notary Public Underwriters

ACCEPTANCE

This Conservation Easement accepted by Escambia County, Florida on the _____ day of _____, 2015, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

_____

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk (SEAL)

BCC Approved:_____

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Feb. 19, 2015

PROJECT # 6050

2/9/15

DESCRIPTION: *(AS PREPARED BY MERRILL PARKER SHAW, INC.)*

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP-1-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY;
THENCE GO NORTH 87 DEGREES 05 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 18, FOR A DISTANCE OF 25.00 FEET; THENCE GO NORTH 03 DEGREES 13 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 33.00 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF BEULAH ROAD (RIGHT-OF-WAY VARIES) AND THE NORTH RIGHT-OF-WAY LINE OF HELMS ROAD (66 FOOT RIGHT-OF-WAY); THENCE CONTINUE NORTH 03 DEGREES 13 MINUTES 32 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID BEULAH ROAD, FOR A DISTANCE OF 1289.84 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE AFORESAID SECTION 18; THENCE GO NORTH 87 DEGREES 10 MINUTES 51 SECONDS WEST ALONG SAID NORTH LINE OF SOUTH HALF, FOR A DISTANCE OF 30.17 FEET FOR THE POINT OF BEGINNING; THENCE GO SOUTH 02 DEGREES 49 MINUTES 09 SECONDS WEST, FOR A DISTANCE OF 13.68 FEET; THENCE GO SOUTH 18 DEGREES 33 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 17.78 FEET; THENCE GO SOUTH 02 DEGREES 29 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 40.59 FEET; THENCE GO SOUTH 22 DEGREES 34 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 40.40 FEET; THENCE GO SOUTH 35 DEGREES 56 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 51.47 FEET; THENCE GO SOUTH 78 DEGREES 38 MINUTES 37 SECONDS WEST, FOR A DISTANCE OF 52.71 FEET; THENCE GO NORTH 85 DEGREES 13 MINUTES 30 SECONDS WEST, FOR A DISTANCE OF 36.24 FEET; THENCE GO NORTH 55 DEGREES 20 MINUTES 14 SECONDS WEST, FOR A DISTANCE OF 40.74 FEET; THENCE GO NORTH 60 DEGREES 22 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 45.54 FEET; THENCE GO NORTH 48 DEGREES 05 MINUTES 28 SECONDS WEST, FOR A DISTANCE OF 52.95 FEET; THENCE GO NORTH 39 DEGREES 45 MINUTES 14 SECONDS WEST, FOR A DISTANCE OF 36.00 FEET; THENCE GO NORTH 02 DEGREES 49 MINUTES 09 SECONDS EAST, FOR A DISTANCE OF 61.68 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE AFORESAID SECTION 18; THENCE GO SOUTH 87 DEGREES 10 MINUTES 51 SECONDS EAST ALONG SAID NORTH LINE OF SOUTH HALF, FOR A DISTANCE OF 263.10 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 18, TOWNSHIP-1-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.82 ACRES OR 35,719 SQUARE FEET.

EXHIBIT A

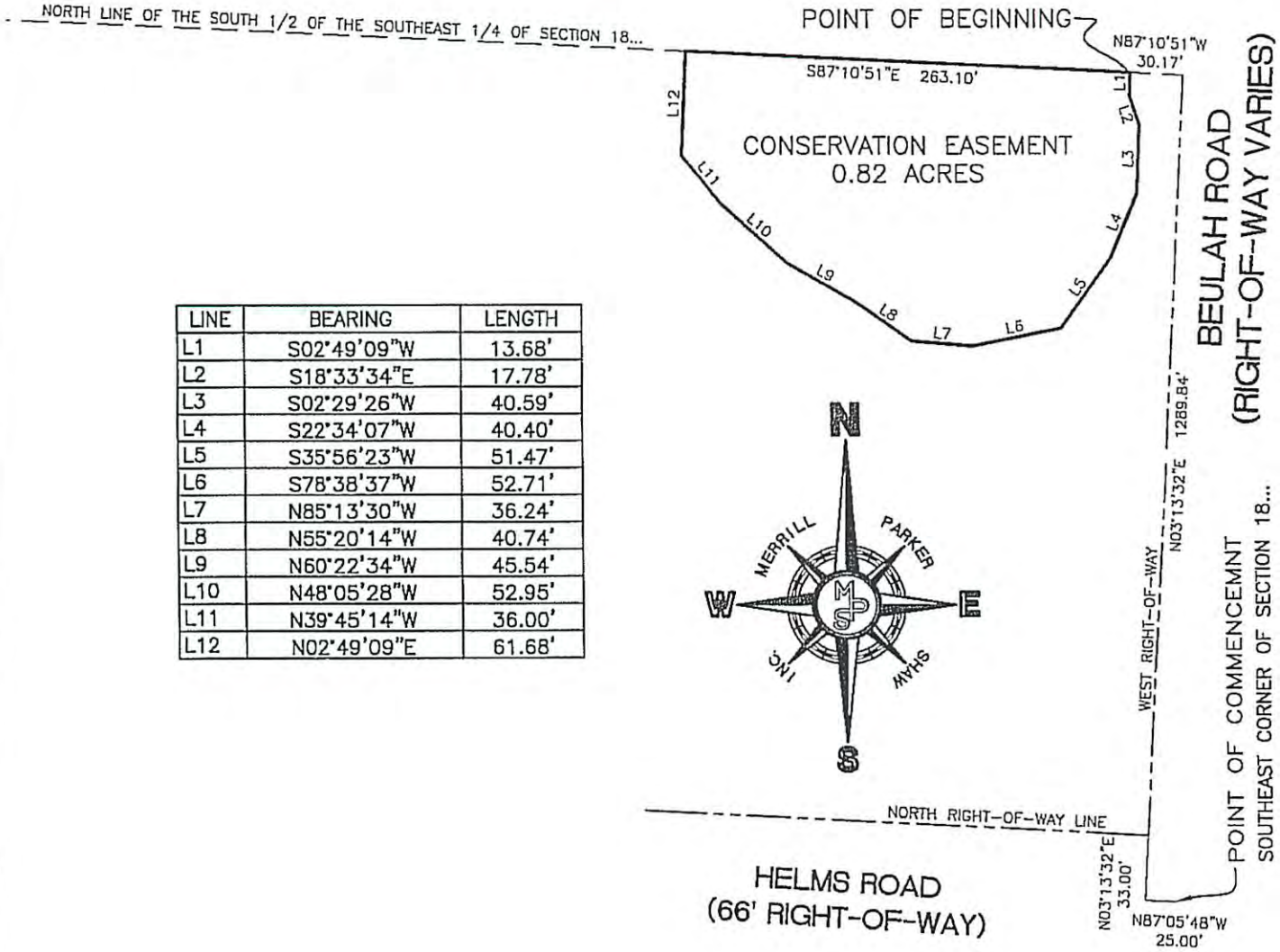
E. Wayne Parker 2/9/15

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174
STATE OF FLORIDA

NOT VALID WITHOUT ORIGINAL RAISED SEAL OF FLORIDA REGISTERED LAND SURVEYOR

MERRILL PARKER SHAW, INC.
PROFESSIONAL LAND SURVEYING
4928 N. Davis Highway
Pensacola, Florida 32503
Phone: (850) 478-4923
Fax: (850) 478-4924

DESCRIPTION/DESCRIPTION DRAWING
WOODLYN MEADOWS
CONSERVATION EASEMENT



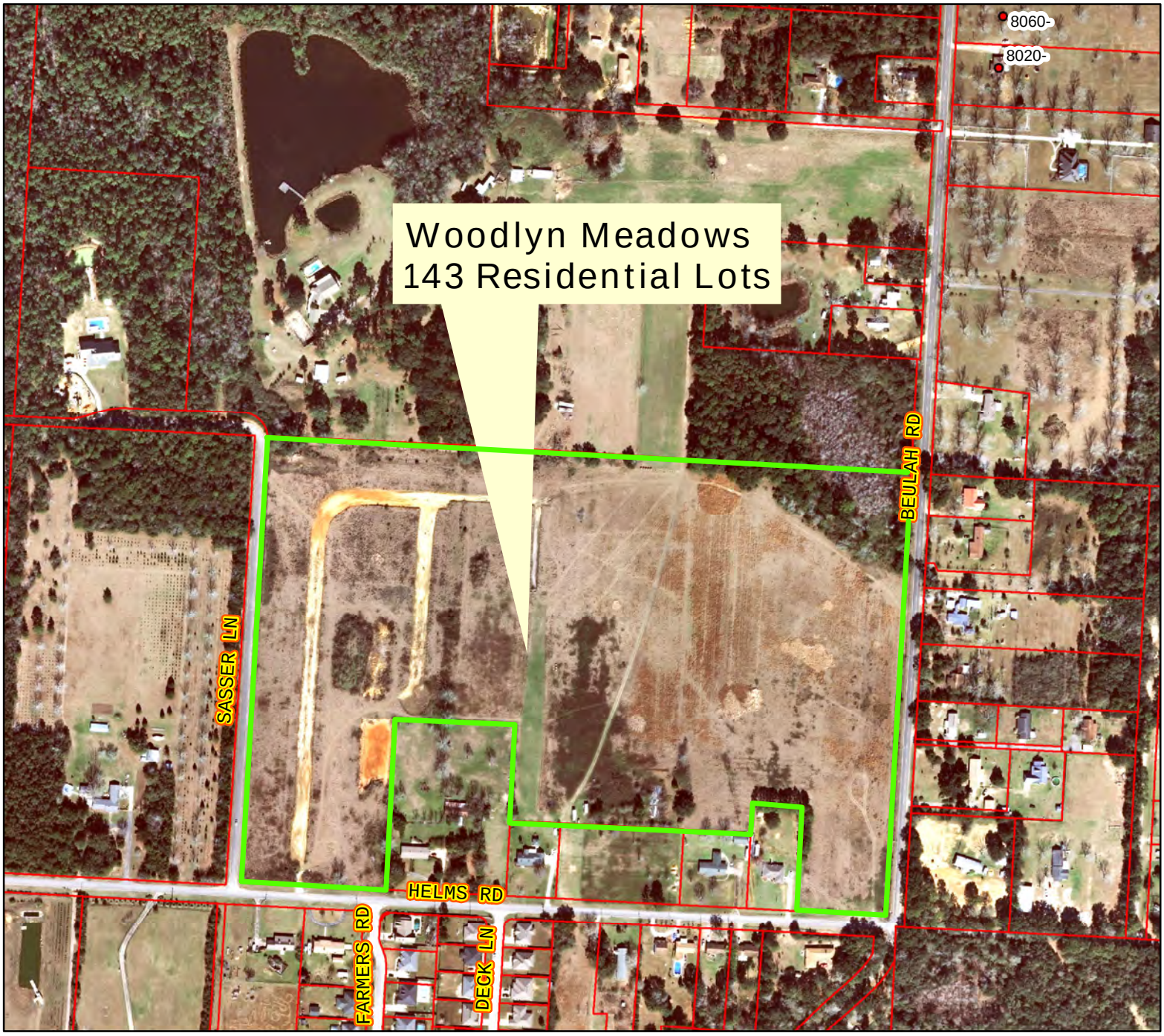
LINE	BEARING	LENGTH
L1	S02°49'09"W	13.68'
L2	S18°33'34"E	17.78'
L3	S02°29'26"W	40.59'
L4	S22°34'07"W	40.40'
L5	S35°56'23"W	51.47'
L6	S78°38'37"W	52.71'
L7	N85°13'30"W	36.24'
L8	N55°20'14"W	40.74'
L9	N60°22'34"W	45.54'
L10	N48°05'28"W	52.95'
L11	N39°45'14"W	36.00'
L12	N02°49'09"E	61.68'

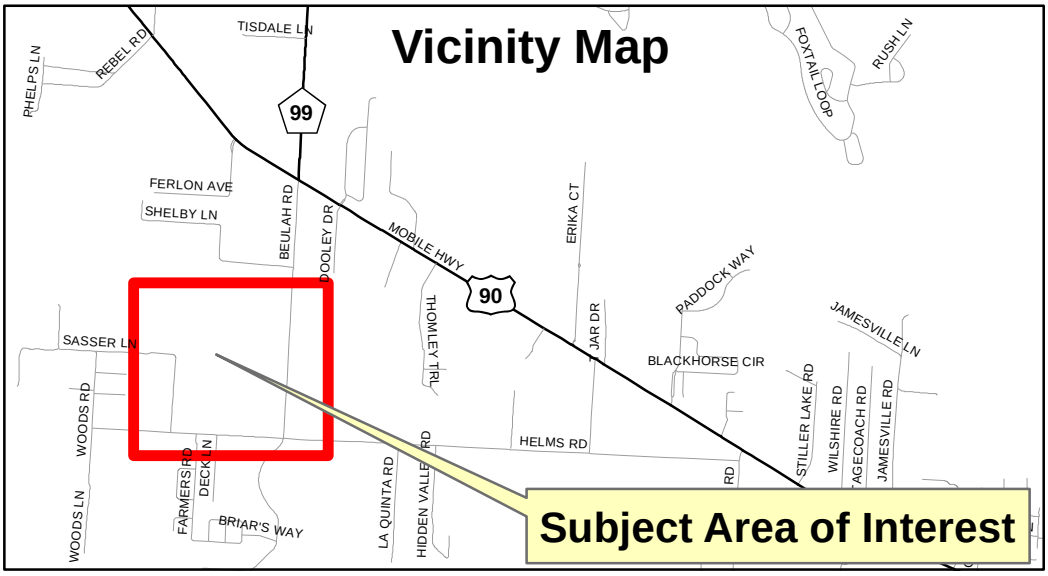
SCALE 1":100'

MERRILL PARKER SHAW, INC.
PROFESSIONAL LAND SURVEYING
4928 N. Davis Highway
Pensacola, Florida 32503
Phone: (850) 478-4923
Fax: (850) 478-4924

DESCRIPTION/DESCRIPTION DRAWING
WOODLYN MEADOWS
CONSERVATION EASEMENT

Final Plat to"Woodlyn Meadows"





N

ESCAMBIA COUNTY FLORIDA

Development Services RGG 3/9/2015

OWNER/DEVELOPER:

WOODLAND DEVELOPERS, LLC., A FLORIDA LIMITED LIABILITY COMPANY
106 STONE BLVD.
PENSACOLA, FL 32533
(850) 968-0991

ENGINEER:

THOMAS HAMMOND, P.E. # 54574
HAMMOND ENGINEERING, INC.
3802 NORTH S STREET
PENSACOLA, FL 32505
(850) 434-2603

SURVEYOR:

E. WAYNE PARKER, P.L.S.
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

RECORD PLAT OF

WOODLYN MEADOWS

BEING A 143 LOT SUBDIVISION OF
A PORTION OF SECTION 18,
TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA
FEBRUARY 2015

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HWY — PROFESSIONAL LAND SURVEYING SERVICES — PH (850) 478-4923
PENSACOLA, FL 32503 — FAX- (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

DESCRIPTION: *(AS PREPARED BY MERRILL PARKER SHAW, INC.)*

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP-1-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY; THENCE GO NORTH 87 DEGREES 05 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 18, FOR A DISTANCE OF 25.00 FEET; THENCE GO NORTH 03 DEGREES 13 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 33.00 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF BEULAH ROAD (RIGHT-OF-WAY VARIES) AND THE NORTH RIGHT-OF-WAY LINE OF HELMS ROAD (66 FOOT RIGHT-OF-WAY) FOR THE POINT OF BEGINNING; THENCE GO NORTH 87 DEGREES 05 MINUTES 48 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID HELMS ROAD, FOR A DISTANCE OF 266.05 FEET; THENCE DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID HELMS ROAD, GO NORTH 04 DEGREES 40 MINUTES 12 SECONDS EAST, FOR A DISTANCE OF 296.33 FEET; THENCE GO NORTH 87 DEGREES 05 MINUTES 48 SECONDS WEST, FOR A DISTANCE OF 147.00 FEET; THENCE GO SOUTH 04 DEGREES 40 MINUTES 12 SECONDS WEST, FOR A DISTANCE OF 80.33 FEET; THENCE GO NORTH 87 DEGREES 05 MINUTES 48 SECONDS WEST, FOR A DISTANCE OF 712.14 FEET; THENCE GO NORTH 02 DEGREES 54 MINUTES 12 SECONDS EAST, FOR A DISTANCE OF 280.10 FEET; THENCE GO NORTH 87 DEGREES 18 MINUTES 30 SECONDS WEST, FOR A DISTANCE OF 351.95 FEET; THENCE GO SOUTH 02 DEGREES 54 MINUTES 12 SECONDS WEST, FOR A DISTANCE OF 494.70 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID HELMS ROAD; THENCE GO NORTH 87 DEGREES 05 MINUTES 48 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID HELMS ROAD, FOR A DISTANCE OF 397.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE GO ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 45 MINUTES 43 SECONDS FOR AN ARC DISTANCE OF 39.60 FEET (CHORD BEARING: N41°42'56"W, CHORD DISTANCE: 35.59') TO THE POINT OF TANGENCY ON THE EAST RIGHT-OF-WAY LINE OF SASSER LANE (58 FOOT RIGHT-OF-WAY); THENCE GO NORTH 03 DEGREES 39 MINUTES 55 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SASSER LANE, FOR A DISTANCE OF 1261.83 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE AFORESAID SECTION 18; THENCE GO SOUTH 87 DEGREES 10 MINUTES 51 SECONDS EAST ALONG SAID NORTH LINE OF SOUTH HALF, FOR A DISTANCE OF 1883.82 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE AFORESAID BEULAH ROAD; THENCE GO SOUTH 03 DEGREES 13 MINUTES 32 SECONDS WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID BEULAH ROAD, FOR A DISTANCE F 1289.84 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 18, TOWNSHIP-1-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 47.35 ACRES MORE OR LESS.

GENERAL NOTES:

1.) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE BEARING OF SOUTH 87 DEGREES 10 MINUTES 51 SECONDS EAST ALONG THE NORTH LINE OF THE SUBJECT PROPERTY.

2.) SOURCES OF INFORMATION: DEEDS OF RECORD, CLIENTS INSTRUCTIONS, AND EXISTING FIELD MONUMENTATION.

3.) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHTS-OF-WAY, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY.

4.) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.

5.) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP.

6.) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.

7.) THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) BASE FLOOD ELEVATION NOT APPLICABLE, AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, FIRM INDEX DATA: SEPTEMBER 29, 2006, COMMUNITY PANEL NUMBER: 120080 0270 G, MAP NUMBER 12033C0270G, MAP REVISED DATE: SEPTEMBER 29, 2006.

8.) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.

9.) ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF SECTION 177.091 (28) FLORIDA STATUTES.

10.) ALL LANDSCAPING, FENCE, RETAINING WALLS OR OTHER STRUCTURES MAINTAINED OR CONSTRUCTED WITHIN THE PRIVATE DRAINAGE EASEMENTS MUST NOT OBSTRUCT THE FLOW OF WATER ACROSS OR THROUGH SAID DRAINAGE EASEMENTS.

11.) THERE EXIST A 10 FOOT PRIVATE DRAINAGE EASEMENT ALONG ALL COMMON LOT LINES, BEING 5 FOOT ON EACH SIDE SAID COMMON LOT LINES.

12.) THERE IS NO ENTRANCE SIGN PROPOSED FOR THIS DEVELOPMENT.

13.) AN EASEMENT TO BEULAH UTILITIES, INC., AS RECORDED IN OFFICIAL RECORDS BOOK 581 AT PAGE 168 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA EFFECTS ALL PUBLIC PROPERTIES AND/OR RIGHTS-OF-WAYS WHICH ARE WITHIN OR ADJECENT TO THE SUBJECT PROPERTY. SAID EASEMENT IS NOT SHOWN HEREON.

STATE PLANE COORDINATES

HORIZONTAL DATUM: NORTH AMERICAN DATUM 83 (1990) FLORIDA NORTH ZONE

STATION	NORTHING (FT)	EASTING (FT)	LATITUDE	LONGITUDE	SCALE FACTOR	CONVERGENCE (SF)	SOURCE
GPS-1	560750.1675	1059290.9578	30°30'36.8488"	87°23'14.9463"	0.99996628	-01°27'03.7298"	GPS OBS
GPS-2	560657.9085	1061164.5080	30°30'36.4050"	87°22'53.5086"	0.99996627	-01°26'52.9568"	GPS OBS
GPS-3	559490.9208	1059210.2902	30°30'24.3684"	87°23'15.5036"	0.99996592	-01°27'04.0099"	GPS OBS

LOCATION ESTABLISHED FROM TRIMBLE VRS NETWORK GPS OBSERVATION.

FORMULA TO CONVERT GRID DISTANCE TO GROUND (GEODETIC) DISTANCE:

MEAN SCALE FACTOR (MSF) = $\frac{SF + SF}{2}$

GROUND (GEODETIC) DISTANCE = $\frac{\text{GRID DISTANCE}}{MSF}$

VICINITY AND LOCATION MAP
(NOT TO SCALE)

CERTIFICATE OF ATTORNEY:

I, STEPHEN R. MOORHEAD, ESQ., AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED.

ATTORNEY: STEPHEN R. MOORHEAD, ESQ.

ENGINEER'S CERTIFICATE:

I, THOMAS HAMMOND, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR WEAVER'S RUN SUBDIVISION AND THAT ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.

THOMAS HAMMOND, P.E.
FLORIDA REGISTRATION NO. 54574
ENGINEERING BUSINESS #00009130

SEAL

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

APPROVALS:

JOY BLACKMON, P.E.
COUNTY ENGINEER
PUBLIC WORKS DIRECTOR

HORACE JONES
DEVELOPMENT SERVICES INTERIM DIRECTOR

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS____DAY OF_____, 2015.

R.S. COLOCADO, P.S.M., COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6049

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT WOODLAND DEVELOPERS, LLC., A FLORIDA LIMITED LIABILITY COMPANY (OWNER), AND BEACH COMMUNITY BANK (MORTGAGEE) OF THE LAND HEREIN DESCRIBED AND PLATTED HEREON, KNOWN AS WOODLYN MEADOWS, HEREBY DEDICATE TO THE PUBLIC: PUBLIC RIGHT-OF-WAY PARCEL "F" AND PUBLIC UTILITY EASEMENTS AND FURTHER DEDICATE TO THE WOODLYN MEADOWS HOME OWNER'S ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION: PRIVATE DRY RETENTION POND PARCEL "A", PRIVATE DRY RETENTION POND PARCEL "B", PRIVATE DRY RETENTION POND PARCEL "C", PRIVATE CONSERVATION PARCEL "E", ALL PRIVATE RIGHT-OF-WAYS, PRIVATE DRAINAGE AND ACCESS EASEMENTS, ONE FOOT NON-ACCESS EASEMENTS, TWO FOOT FENCE AND GATE EASEMENTS AND FURTHER DEDICATE TO EMERALD COAST UTILITIES AUTHORITY THE LIFT STATION PARCEL "D" AS DESIGNATED ON THIS PLAT, AND HEREBY REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

WOODLAND DEVELOPERS, LLC., A FLORIDA
LIMITED LIABILITY COMPANY
CODY L. RAWSON, MANAGER
(CORPORATE SEAL)

WITNESS: _____ PRINT NAME: _____
WITNESS: _____ PRINT NAME: _____

SEAL

BOB MASSEY
VICE PRESIDENT
BEACH COMMUNNITY BANK
(BANK SEAL)

WITNESS: _____ PRINT NAME: _____
WITNESS: _____ PRINT NAME: _____

SEAL

NOTARY PUBLIC:

BEFORE THE SUBSCRIBER PERSONALLY APPEARED CODY L. RAWSON, MANAGER OF WOODLAND DEVELOPERS, LLC., A FLORIDA LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY _____KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____DAY OF_____, 2015.

SIGNATURE
PRINT NAME:
COMMISSION NO. _____
MY COMMISSION EXPIRES_____
NOTARY PUBLIC, STATE OF FLORIDA

SEAL

NOTARY PUBLIC:

BEFORE THE SUBSCRIBER PERSONALLY APPEARED BOB MASSEY, VICE PRESIDENT OF BEACH COMMUNITY BANK, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____DAY OF_____, 2015.

SIGNATURE
PRINT NAME:
COMMISSION NO. _____
MY COMMISSION EXPIRES_____
NOTARY PUBLIC, STATE OF FLORIDA

SEAL

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATURE, AS AMENDED FROM TIME TO TIME) AND THE SAME WAS FILED FOR RECORDS ON THE _____DAY OF _____, 2015, AND FILED IN PLAT BOOK_____ AT PAGES _____ OF SAID COUNTY.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT

SEAL

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____DAY OF_____, 2015, WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREON.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT

SEAL

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 – 177.151, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME; THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME; THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA FLORIDA, AS AMENDED FROM TIME TO TIME; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON.
SIGNED THIS ____ DAY OF_____ , 2015.

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
(FLORIDA REGISTRATION NO. 3683, CORPORATE NO. 7174)
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

SEAL

SHEET 1 OF 2 SHEETS

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____

PLAT BOOK _____, PAGE _____

OWNER/DEVELOPER:
WOODLAND DEVELOPERS, LLC., A FLORIDA LIMITED LIABILITY COMPANY
106 STONE BLVD.
PENSACOLA, FL 32533
(850) 968-0991

ENGINEER:
THOMAS HAMMOND, P.E. # 54574
HAMMOND ENGINEERING, INC.
3802 NORTH S STREET
PENSACOLA, FL 32505
(850) 434-2603

SURVEYOR:
E. WAYNE PARKER, P.L.S.
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

RECORD PLAT OF

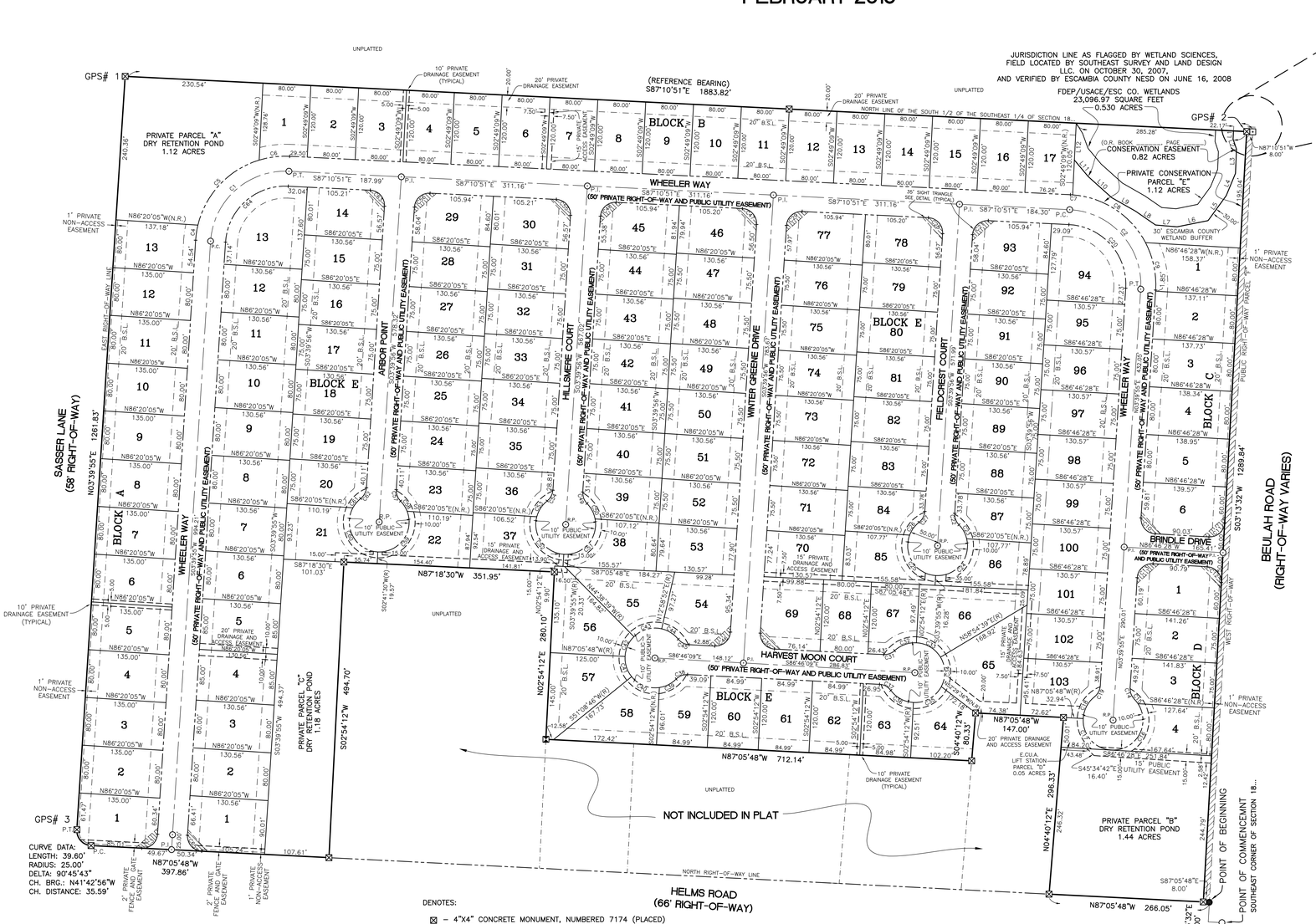
WOODLYN MEADOWS

BEING A 143 LOT SUBDIVISION OF
A PORTION OF SECTION 18,
TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA
FEBRUARY 2015

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HWY. — PROFESSIONAL LAND SURVEYING SERVICES — PH: (850) 478-4923
PENSACOLA, FL 32503 — FLORIDA CORPORATION NUMBER 7174 — FAX: (850) 478-4924

ON-SITE WETLAND INFORMATION TABLE				
ITEM	PRE-PROJECT (ACRE)	PRIMARY IMPACT (ACRE)	SECONDARY IMPACT (ACRE)	POST-PROJECT (ACRE)
PROJECT PARCEL	47.348			47.348
TOTAL CORPS/DEP/ESC. CO. WETLANDS	0.530	0.000	0.017	0.530
TOTAL UPLANDS	46.818			46.818
TOTAL ESC. CO. WETLAND BUFFER	0.311	0.024	0.000	0.287
WETLAND PRESERVATION	0.530			0.530
UPLAND PRESERVATION				0.287

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.



LAND DEVELOPMENT NOTE:
7.01.08. Visual clearance along rights-of-way and at sight triangles intersections. The following areas shall be designed and maintained to allow visibility between three feet and nine feet above grade. (Tree trunks trimmed of foliage to nine feet, and newly planted material with immature crown development allowing visibility are exempt):
A. At the intersection of two public rights-of-way, a sight triangle described by the intersection of the right-of-way lines extended, and a line joining points on those lines 35 feet from said intersection.
B. At the intersection of a private driveway and a public right-of-way, a triangle described by the intersection of the edge of the driveway and the right-of-way line, and a line joining points on those lines 13 feet from said intersection.
C. Additional visibility requirements may be imposed by the department where unusual topography or traffic patterns dictate.

SIGHT TRIANGLE ALSO SERVES AS A BUILDING SETBACK LINE.

THE ABOVE REGULATION IS APPLICABLE TO ALL CORNER LOTS AS SHOWN HEREON.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	194.50	125.00	89°09'14"	S48°14'32"W	175.47
C2	198.20	125.00	90°50'46"	N41°45'28"W	178.08
C3	38.94	25.00	89°14'17"	N48°17'04"E	35.12
C4	25.58	150.00	9°46'21"	S08°33'06"W	25.55
C5	156.31	150.00	59°42'27"	S43°17'29"W	149.34
C6	51.51	150.00	19°40'26"	S82°58'56"W	51.25
C7	3.74	150.00	1°25'41"	N86°28'01"W	3.74
C8	152.08	150.00	58°05'29"	N56°42'26"W	145.65
C9	82.01	150.00	31°19'37"	N11°59'53"W	81.00
C10	39.46	25.00	90°26'23"	S41°33'16"E	35.49
C11	39.27	25.00	90°00'00"	N48°13'32"E	35.36
C12	39.27	25.00	90°00'00"	N41°46'28"W	35.36
C13	39.08	25.00	89°33'37"	S48°26'44"W	35.22
C14	21.03	25.00	48°11'23"	S20°25'46"E	20.41
C15	9.49	50.00	10°52'48"	N39°05'03"W	9.48
C16	111.10	50.00	127°18'35"	N30°00'38"E	89.61
C17	78.16	50.00	89°33'37"	S41°33'16"E	70.44
C18	42.44	50.00	48°37'46"	S27°32'25"W	41.17
C19	21.03	25.00	48°11'23"	N27°45'37"E	20.41
C20	158.56	100.00	90°50'46"	N41°45'28"W	142.46
C21	38.90	25.00	89°09'14"	S48°14'32"W	35.09
C22	21.03	25.00	48°11'31"	S20°25'46"E	20.41
C23	27.15	50.00	31°07'00"	N28°58'05"W	26.82
C24	93.44	50.00	107°04'30"	N40°07'40"E	80.42
C25	93.44	50.00	107°04'30"	S32°47'50"E	80.42
C26	27.15	50.00	31°06'46"	S36°17'48"W	26.82
C27	21.03	25.00	48°11'15"	N27°45'33"E	20.41
C28	39.64	25.00	90°50'46"	N41°45'28"W	35.62
C29	38.90	25.00	89°09'14"	S48°14'32"W	35.09
C30	39.60	25.00	90°45'43"	S41°42'56"E	35.59
C31	19.89	25.00	45°35'17"	N70°06'34"E	19.37
C32	39.78	50.00	45°35'17"	S70°06'34"W	38.74
C33	48.88	50.00	56°00'23"	N59°05'34"W	46.95
C34	51.59	50.00	59°07'14"	N01°31'44"W	49.33
C35	56.61	50.00	64°52'19"	N60°28'03"E	53.64
C36	44.24	50.00	50°41'23"	S61°45'06"E	42.81
C37	22.12	25.00	50°41'23"	N61°45'06"W	21.40
C38	21.03	25.00	48°11'23"	S68°48'31"W	20.41
C39	31.99	50.00	36°39'10"	N63°02'24"E	31.44
C40	52.17	50.00	59°46'47"	S68°44'37"E	49.83
C41	36.44	50.00	41°45'26"	S17°58'31"E	35.64
C42	37.05	50.00	42°27'09"	S24°07'47"W	36.21
C43	50.29	50.00	57°37'31"	S74°10'06"W	48.19
C44	33.26	50.00	38°06'43"	N57°57'47"W	32.65
C45	21.03	25.00	48°11'23"	S63°00'06"E	20.41
C46	38.94	25.00	89°14'17"	N48°17'04"E	35.12
C47	39.64	25.00	90°50'46"	N41°45'28"W	35.62
C48	38.90	25.00	89°09'14"	S48°14'32"W	35.09
C49	21.03	25.00	48°11'23"	S20°25'46"E	20.41
C50	29.55	50.00	33°51'31"	N27°35'42"W	29.12
C51	91.05	50.00	104°19'52"	N41°29'59"E	78.98
C52	88.31	50.00	101°11'50"	S35°44'10"E	77.27
C53	32.28	50.00	36°59'33"	S33°21'32"W	31.72
C54	21.03	25.00	48°11'23"	N27°45'37"E	20.41
C55	39.64	25.00	90°50'46"	N41°45'28"W	35.62
C56	38.90	25.00	89°09'14"	S48°14'32"W	35.09
C57	21.03	25.00	48°11'23"	S20°25'46"E	20.41
C58	20.37	50.00	23°20'45"	N32°51'05"W	20.23
C59	99.37	50.00	113°52'13"	N35°45'24"E	83.81
C60	101.07	50.00	115°49'03"	S29°23'58"E	84.72
C61	20.37	50.00	23°20'45"	S40°10'56"W	20.23
C62	21.03	25.00	48°11'23"	N27°45'37"E	20.41
C63	39.64	25.00	90°50'46"	N41°45'28"W	35.62
C64	155.60	100.00	89°09'14"	S48°14'32"W	140.37
C65	39.60	25.00	90°45'43"	S41°42'56"E	35.59

LINE	BEARING	LENGTH
L1	S02°49'09"W	13.68'
L2	S18°33'34"E	17.78'
L3	S02°29'26"W	40.59'
L4	S22°34'07"W	40.40'
L5	S35°56'23"W	51.47'
L6	S78°38'37"W	52.71'
L7	N85°13'30"W	36.24'
L8	N55°20'14"W	40.74'
L9	N60°22'34"W	45.54'
L10	N48°05'28"W	52.95'
L11	N39°45'14"W	36.00'
L12	N02°49'09"E	61.68'

DENOTES:
- ⊠ – 4"X4" CONCRETE MONUMENT, NUMBERED 7174 (PLACED)
- ⊞ – 4"X4" CONCRETE MONUMENT, NUMBERED 6224 (FOUND)
- □ – 4"X4" CONCRETE MONUMENT, WITH NAIL (FOUND)
- ⊠ – 4"X4" CONCRETE MONUMENT, WITH BULLET (FOUND)
- ● – 1/2" IRON ROD, UNNUMBERED (FOUND)
- ○ – 3/4" IRON PIPE, UNNUMBERED (FOUND)

PC – POINT OF CURVATURE
PT – POINT OF TANGENCY
PRC – POINT OF REVERSE CURVATURE
PI – POINT OF INTERSECTION
RP – RADIUS POINT
G.P.S. – GLOBAL POSITIONING SYSTEM
P.R.M. – PERMANENT REFERENCE MONUMENT
P.C.P. – PERMANENT CONTROL POINT
B.S.L. – BUILDING SETBACK LINE
O.R. – OFFICIAL RECORDS
C1 – CURVE NUMBER
L1 – LINE NUMBER
N.R. – NON-RADIAL
R– RADIAL

BUILDING SETBACK REQUIREMENTS:

20' FRONT SETBACK – ALL LOTS

SIDE YARDS SHALL BE 10% OF THE LOT WIDTH AS MEASURED AT THE FRONT BUILDING SETBACK LINE, MINIMUM 5 FEET ON EACH SIDE, NOT TO EXCEED 15 FEET ON EACH SIDE.

20' REAR SETBACK – ALL LOTS

SHEET 2 OF 2 SHEETS

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____

PLAT BOOK _____, PAGE _____

15-02-13A11 20 RCVD

RECORD PLAT OF
WOODLYN MEADOWS

BEING A 143 LOT SUBDIVISION OF A PORTION OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
FEBRUARY 2015

MERRILL PARKER SHAW, INC.
4928 N DAVIS HWY — PROFESSIONAL LAND SURVEYING SERVICES — PH (850) 478-4923
PENSACOLA FL 32503 — FAX (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

OWNER/DEVELOPER:
WOODLAND DEVELOPERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
106 STONE BLVD
PENSACOLA, FL 32533
(850) 968-0991

ENGINEER:
THOMAS HAMMOND, P E # 54574
HAMMOND ENGINEERING, INC
3802 NORTH S STREET
PENSACOLA, FL 32505
(850) 434-2603

SURVEYOR:
E WAYNE PARKER, P L S
MERRILL PARKER SHAW, INC
4928 N DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

DESCRIPTION: *(AS PREPARED BY MERRILL PARKER SHAW, INC.)*

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP-1-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, THENCE GO NORTH 87 DEGREES 05 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 18, FOR A DISTANCE OF 25 00 FEET, THENCE GO NORTH 03 DEGREES 13 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 33 00 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF BEULAH ROAD (RIGHT-OF-WAY VARIES) AND THE NORTH RIGHT-OF-WAY LINE OF HELMS ROAD (66 FOOT RIGHT-OF-WAY) FOR THE POINT OF BEGINNING, THENCE GO NORTH 87 DEGREES 05 MINUTES 48 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID HELMS ROAD, FOR A DISTANCE OF 266 05 FEET, THENCE DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID HELMS ROAD, GO NORTH 04 DEGREES 40 MINUTES 12 SECONDS EAST, FOR A DISTANCE OF 296 33 FEET, THENCE GO NORTH 87 DEGREES 05 MINUTES 48 SECONDS WEST, FOR A DISTANCE OF 147 00 FEET, THENCE GO SOUTH 04 DEGREES 40 MINUTES 12 SECONDS WEST, FOR A DISTANCE OF 80 33 FEET, THENCE GO NORTH 87 DEGREES 05 MINUTES 48 SECONDS WEST, FOR A DISTANCE OF 712 14 FEET, THENCE GO NORTH 02 DEGREES 54 MINUTES 12 SECONDS EAST, FOR A DISTANCE OF 280 10 FEET, THENCE GO NORTH 87 DEGREES 18 MINUTES 30 SECONDS WEST, FOR A DISTANCE OF 351 95 FEET, THENCE GO SOUTH 02 DEGREES 54 MINUTES 12 SECONDS WEST, FOR A DISTANCE OF 494 70 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID HELMS ROAD, THENCE GO NORTH 87 DEGREES 05 MINUTES 48 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID HELMS ROAD, FOR A DISTANCE OF 397 86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE GO ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25 00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 45 MINUTES 43 SECONDS FOR AN ARC DISTANCE OF 39 60 FEET (CHORD BEARING N41 42'56"W, CHORD DISTANCE 35 59') TO THE POINT OF TANGENCY ON THE EAST RIGHT-OF-WAY LINE OF SASSER LANE (58 FOOT RIGHT-OF-WAY), THENCE GO NORTH 03 DEGREES 39 MINUTES 55 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SASSER LANE, FOR A DISTANCE OF 1261 83 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE AFORESAID SECTION 18, THENCE GO SOUTH 87 DEGREES 10 MINUTES 51 SECONDS EAST ALONG SAID NORTH LINE OF SOUTH HALF, FOR A DISTANCE OF 1883 82 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE AFORESAID BEULAH ROAD, THENCE GO SOUTH 03 DEGREES 13 MINUTES 32 SECONDS WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID BEULAH ROAD, FOR A DISTANCE F 1289 84 FEET TO THE POINT OF BEGINNING
THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 18, TOWNSHIP-1-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 47 35 ACRES MORE OR LESS

GENERAL NOTES

1) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE BEARING OF SOUTH 87 DEGREES 10 MINUTES 51 SECONDS EAST ALONG THE NORTH LINE OF THE SUBJECT PROPERTY

2) SOURCES OF INFORMATION DEEDS OF RECORD, CLIENTS INSTRUCTIONS, AND EXISTING FIELD MONUMENTATION

3) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC FOR THE SUBJECT PROPERTY THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHTS-OF-WAY, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY

4) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED

5) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP

6) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS

7) THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0 2% ANNUAL CHANCE FLOOD PLAIN) BASE FLOOD ELEVATION NOT APPLICABLE, AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, FIRM INDEX DATA SEPTEMBER 29, 2006, COMMUNITY PANEL NUMBER 120080 0270 G, MAP NUMBER 12033C0270G, MAP REVISED DATE SEPTEMBER 29, 2006

8) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST

9) ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF SECTION 177 091 (28) FLORIDA STATUTES

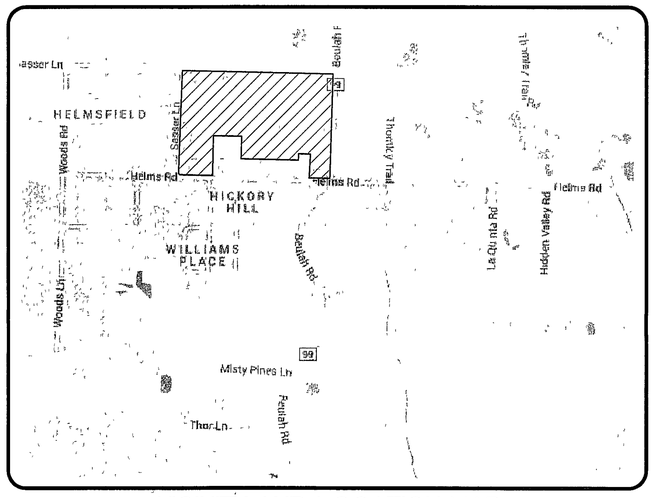
10) ALL LANDSCAPING, FENCE, RETAINING WALLS OR OTHER STRUCTURES MAINTAINED OR CONSTRUCTED WITHIN THE PRIVATE DRAINAGE EASEMENTS MUST NOT OBSTRUCT THE FLOW OF WATER ACROSS OR THROUGH SAID DRAINAGE EASEMENTS

11) THERE EXIST A 10 FOOT PRIVATE DRAINAGE EASEMENT ALONG ALL COMMON LOT LINES, BEING 5 FOOT ON EACH SIDE SAID COMMON LOT LINES

12) THERE IS NO ENTRANCE SIGN PROPOSED FOR THIS DEVELOPMENT

13) AN EASEMENT TO BEULAH UTILITIES, INC, AS RECORDED IN OFFICIAL RECORDS BOOK 581 AT PAGE 168 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA EFFECTS ALL PUBLIC PROPERTIES AND/OR RIGHTS-OF-WAYS WHICH ARE WITHIN OR ADJECENT TO THE SUBJECT PROPERTY SAID EASEMENT IS NOT SHOWN HEREON

Approved
ESCAMBIA COUNTY DEVELOPMENT REVIEW
Date 4-6-15
DRC Chairman Signature
Development Services Director or Designee
This document has been reviewed to determine compliance with the requirements of applicable Escambia County Ordinances, and does not in any way relieve responsibility of details as deemed necessary by the Development Review Committee
Approval of this document does not relieve the applicant from complying with all additional state/federal permitting requirements which may be required by the DRC does not constitute approval by Escambia County prior to approval of a final plat or issuance of a building permit
Approval of this document does not relieve the applicant from complying with all additional state/federal permitting requirements which may be required by the DRC prior to the commencement of construction Approval by Escambia County prior to approval of a final plat or issuance of a building permit shall be provided to the DRC prior to approval of a final plat or the issuance of a building permit



VICINITY AND LOCATION MAP
(NOT TO SCALE)

STATE PLANE COORDINATES
HORIZONTAL DATUM NORTH AMERICAN DATUM 83 (1990) FLORIDA NORTH ZONE

STATION	NORTHING (FT)	EASTING (FT)	LATITUDE	LONGITUDE	SCALE FACTOR	CONVERGENCE (SP)	SOURCE
GPS-1	560750 1675	1059290 9578	30 30'36 8488"	87 23'14 9463"	0 99996628	-01 27'03 7298"	GPS OBS
GPS-2	560657 9085	1061164 5080	30 30'36 4050"	87 22'53 5088"	0 99996627	-01 26'52 9568"	GPS OBS
GPS-3	559490 9208	1059210 2902	30 30'24 3684"	87 23'15 5036"	0 99995592	-01 27'04 0099"	GPS OBS

LOCATION ESTABLISHED FROM TRIMBLE VRS NETWORK GPS OBSERVATION

FORMULA TO CONVERT GRID DISTANCE TO GROUND (GEODETIC) DISTANCE

MEAN SCALE FACTOR (MSF) = $\frac{SF + SF}{2}$

GROUND (GEODETIC) DISTANCE = $\frac{\text{GRID DISTANCE}}{\text{MSF}}$

CERTIFICATE OF ATTORNEY:
I, STEPHEN R MOORHEAD, ESQ, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED

ATTORNEY STEPHEN R MOORHEAD, ESQ

ENGINEER'S CERTIFICATE:
I, THOMAS HAMMOND, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR WEAVER'S RUN SUBDIVISION AND THAT ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS

THOMAS HAMMOND, P E
FLORIDA REGISTRATION NO 54574
ENGINEERING BUSINESS #00009130
SEAL

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY

APPROVALS:

JOY BLACKMON, P E
COUNTY ENGINEER
PUBLIC WORKS DIRECTOR

HORACE JONES
DEVELOPMENT SERVICES INTERIM DIRECTOR

CERTIFICATE OF PLAT REVIEW:
THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS____DAY OF_____, 2015

R S COLOCADO, P S M, COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO 6049

DEDICATION:
KNOW ALL MEN BY THESE PRESENTS THAT WOODLAND DEVELOPERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY (OWNER), AND BEACH COMMUNITY BANK (MORTGAGEE) OF THE LAND HEREIN DESCRIBED AND PLATTED HEREON, KNOWN AS WOODLYN MEADOWS, HEREBY DEDICATE TO THE PUBLIC PUBLIC RIGHT-OF-WAY PARCEL "F" AND PUBLIC UTILITY EASEMENTS AND FURTHER DEDICATE TO THE WOODLYN MEADOWS HOME OWNER'S ASSOCIATION, INC, A FLORIDA NOT FOR PROFIT CORPORATION PRIVATE DRY RETENTION POND PARCEL "A", PRIVATE DRY RETENTION POND PARCEL "B", PRIVATE DRY RETENTION POND PARCEL "C", PRIVATE CONSERVATION PARCEL "E", ALL PRIVATE RIGHT-OF-WAYS, PRIVATE DRAINAGE AND ACCESS EASEMENTS, ONE FOOT NON-ACCESS EASEMENTS, TWO FOOT FENCE AND GATE EASEMENTS AND FURTHER DEDICATE TO EMERALD COAST UTILITIES AUTHORITY THE LIFT STATION PARCEL "D" AS DESIGNATED ON THIS PLAT, AND HEREBY REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

WOODLAND DEVELOPERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
CODY L RAWSON, MANAGER
(CORPORATE SEAL)

WITNESS _____ PRINT NAME
WITNESS _____ PRINT NAME
SEAL

BOB MASSEY
VICE PRESIDENT
BEACH COMMUNNITY BANK
(BANK SEAL)

WITNESS _____ PRINT NAME
WITNESS _____ PRINT NAME
SEAL

NOTARY PUBLIC:
BEFORE THE SUBSCRIBER PERSONALLY APPEARED CODY L RAWSON, MANAGER OF WOODLAND DEVELOPERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS____DAY OF_____, 2015

SIGNATURE
PRINT NAME
COMMISSION NO
MY COMMISSION EXPIRES
NOTARY PUBLIC, STATE OF FLORIDA
SEAL

NOTARY PUBLIC:
BEFORE THE SUBSCRIBER PERSONALLY APPEARED BOB MASSEY, VICE PRESIDENT OF BEACH COMMUNITY BANK, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS____DAY OF_____, 2015

SIGNATURE
PRINT NAME
COMMISSION NO
MY COMMISSION EXPIRES
NOTARY PUBLIC, STATE OF FLORIDA
SEAL

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177 011 THROUGH 177 151 OF THE FLORIDA LEGISLATURE, AS AMENDED FROM TIME TO TIME) AND THE SAME WAS FILED FOR RECORDS ON THE ____DAY OF _____, 2015, AND FILED IN PLAT BOOK____AT PAGES ____ OF SAID COUNTY

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
SEAL

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS:
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE ____DAY OF _____, 2015, WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREON

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
SEAL

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177 011 – 177 151, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME, THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17 050, 5J-17 051 AND 5J-17 052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472 027, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME, THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA FLORIDA, AS AMENDED FROM TIME TO TIME, AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON
SIGNED THIS 13TH DAY OF FEBRUARY, 2015

E WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
(FLORIDA REGISTRATION NO 3683, CORPORATE NO 7174)
MERRILL PARKER SHAW, INC
4928 N DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923
SEAL

SHEET 1 OF 2 SHEETS

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S)____

PLAT BOOK ____, PAGE ____

OWNER/DEVELOPER:
WOODLAND DEVELOPERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
106 STONE BLVD
PENSACOLA, FL 32533
(850) 968-0991

ENGINEER:
THOMAS HAMMOND, P E # 54574
HAMMOND ENGINEERING, INC
3802 NORTH S STREET
PENSACOLA, FL 32505
(850) 434-2603

SURVEYOR:
E WAYNE PARKER, P L S
MERRILL PARKER SHAW, INC
4928 N DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

RECORD PLAT OF

WOODLYN MEADOWS

BEING A 143 LOT SUBDIVISION OF
A PORTION OF SECTION 18,
TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA
FEBRUARY 2015

MERRILL PARKER SHAW, INC.
4928 N DAVIS HWY — PROFESSIONAL LAND SURVEYING SERVICES — PH: (850) 478-4923
PENSACOLA FL 32503 — FAX: (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

ON-SITE WETLAND INFORMATION TABLE				
ITEM	PRE-PROJECT (ACRE)	PRIMARY IMPACT (ACRE)	SECONDARY IMPACT (ACRE)	POST-PROJECT (ACRE)
PROJECT PARCEL	47 348			47 348
TOTAL CORPS/DEP/ESC CO WETLANDS	0 530	0 000	0 017	0 530
TOTAL UPLANDS	46 818			46 818
TOTAL ESC CO WETLAND BUFFER	0 311	0 024	0 000	0 287
WETLAND PRESERVATION	0 530			0 530
UPLAND PRESERVATION				0 287

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft

APPROVED
4-15-15

LAND DEVELOPMENT NOTE
7 01 08 Visual clearance along rights-of-way and at sight triangles intersections The following areas shall be designed and maintained to allow visibility between three feet and nine feet above grade (Tree trunks trimmed of foliage to nine feet and newly planted material with immature crown development allowing visibility are exempt)
A At the intersection of two public rights-of-way, a sight triangle described by the intersection of the right-of-way lines extended, and a line joining points on those lines 35 feet from said intersection
B At the intersection of a private driveway and a public right-of-way, a triangle described by the intersection of the edge of the driveway and the right-of-way line, and a line joining points on those lines 13 feet from said intersection
C Additional visibility requirements may be imposed by the department where unusual topography or traffic patterns dictate

SIGHT TRIANGLE ALSO SERVES AS A BUILDING SETBACK LINE

THE ABOVE REGULATION IS APPLICABLE TO ALL CORNER LOTS AS SHOWN HEREON

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	194 50	125 00	89°09'14"	S48 14'32"W	175 47
C2	198 20	125 00	90 50'46"	N41 45'28"W	178 08
C3	38 94	25 00	89°14'17"	N48 17'04"E	35 12
C4	25 58	150 00	9°46'21"	S08 33'06"W	25 55
C5	156 31	150 00	59 42'27"	S43 17'29"W	149 34
C6	51 51	150 00	19 40'26"	S82 58'56"W	51 25
C7	3 74	150 00	1 25'41"	N88 28'01"W	3 74
C8	152 08	150 00	58 05'29"	N56 42'26"W	145 65
C9	82 01	150 00	31 19'37"	N11 59'53"W	81 00
C10	39 46	25 00	90 26'23"	S41 33'16"E	35 49
C11	39 27	25 00	90 00'00"	N48 13'32"E	35 36
C12	39 27	25 00	90°00'00"	N41 46'28"W	35 36
C13	39 08	25 00	89 33'37"	S48 26'44"W	35 22
C14	21 03	25 00	48 11'23"	S20 25'46"E	20 41
C15	9 49	50 00	10°52'48"	N39 05'03"W	9 48
C16	111 10	50 00	127°18'35"	N30 00'38"E	89 61
C17	78 16	50 00	89 33'37"	S41 33'16"E	70 44
C18	42 44	50 00	48 37'46"	S27 32'25"W	41 17
C19	21 03	25 00	48 11'23"	N27 45'37"E	20 41
C20	158 56	100 00	90 50'46"	N41 45'28"W	142 46
C21	38 90	25 00	89°09'14"	S48 14'32"W	35 09
C22	21 03	25 00	48°11'31"	S20 25'49"E	20 41
C23	27 15	50 00	31 07'00"	N28 58'05"W	26 82
C24	93 44	50 00	107°04'30"	N40 07'40"E	80 42
C25	93 44	50 00	107 04'30"	S32 47'50"E	80 42
C26	27 15	50 00	31 06'46"	S36 17'48"W	26 82
C27	21 03	25 00	48 11'15"	N27°45'33"E	20 41
C28	39 64	25 00	90°50'46"	N41 45'28"W	35 62
C29	38 90	25 00	89 09'14"	S48 14'32"W	35 09
C30	39 60	25 00	90 45'43"	S41 42'56"E	35 59
C31	19 89	25 00	45 35'17"	N70 08'34"E	19 37
C32	39 78	50 00	45°35'17"	S70 08'34"W	38 74
C33	48 88	50 00	56 00'27"	N59 05'34"W	46 95
C34	51 59	50 00	59 07'14"	N01°31'44"W	49 33
C35	56 61	50 00	64 52'19"	N60 28'03"E	53 64
C36	44 24	50 00	50°41'23"	S61°45'06"E	42 81
C37	22 12	25 00	50°41'23"	N61 45'06"W	21 40
C38	21 03	25 00	48 11'23"	S88 48'31"W	20 41
C39	31 99	50 00	36 39'10"	N63 02'24"E	31 44
C40	52 17	50 00	59°46'47"	S88 44'37"E	49 83
C41	36 44	50 00	41°45'26"	S17 58'31"E	35 64
C42	37 05	50 00	42 27'09"	S24 07'47"W	36 21
C43	50 29	50 00	57 37'31"	S74 10'06"W	48 19
C44	33 26	50 00	38 06'43"	N57 57'47"W	32 65
C45	21 03	25 00	48°11'23"	S63°00'06"E	20 41
C46	38 94	25 00	89°14'17"	N48°17'04"E	35 12
C47	39 64	25 00	90 50'46"	N41 45'28"W	35 62
C48	38 90	25 00	89°09'14"	S48 14'32"W	35 09
C49	21 03	25 00	48 11'23"	S20 25'46"E	20 41
C50	29 55	50 00	33 51'31"	N27 35'42"W	29 12
C51	91 05	50 00	104 19'59"	N41 29'59"E	78 98
C52	88 31	50 00	101 11'50"	S35 44'10"E	77 27
C53	32 28	50 00	36 59'33"	S33 21'32"W	31 72
C54	21 03	25 00	48 11'23"	N27 45'37"E	20 41
C55	39 64	25 00	90 50'46"	N41 45'28"W	35 62
C56	38 90	25 00	89 09'14"	S48 14'32"W	35 09
C57	21 03	25 00	48 11'23"	S20°25'46"E	20 41
C58	20 37	50 00	23 20'45"	N32 51'05"W	20 23
C59	99 37	50 00	113 52'13"	N35 45'24"E	83 81
C60	101 07	50 00	115 49'03"	S29 23'58"E	84 72
C61	20 37	50 00	23 20'45"	S40 10'56"W	20 23
C62	21 03	25 00	48°11'23"	N27°45'37"E	20 41
C63	39 64	25 00	90 50'46"	N41 45'28"W	35 62
C64	155 60	100 00	89 09'14"	S48 14'32"W	140 37
C65	39 60	25 00	90 45'43"	S41 42'56"E	35 59

LINE TABLE		
LINE	BEARING	LENGTH
L1	S02 49'09"W	13 68'
L2	S18 33'34"E	17 78'
L3	S02 29'26"W	40 59'
L4	S22 34'07"W	40 40'
L5	S35 56'23"W	51 47'
L6	S78 38'37"W	52 71'
L7	N85 13 30"W	36 24'
L8	N55 20'14"W	40 74'
L9	N60 22'34"W	45 54'
L10	N48 05'28"W	52 95'
L11	N39 45'14"W	36 00'
L12	N02 49'09"E	61 68'

BUILDING SETBACK REQUIREMENTS:

20' FRONT SETBACK – ALL LOTS

SIDE YARDS SHALL BE 10% OF THE LOT WIDTH AS MEASURED AT THE FRONT BUILDING SETBACK LINE, MINIMUM 5 FEET ON EACH SIDE, NOT TO EXCEED 15 FEET ON EACH SIDE

20' REAR SETBACK – ALL LOTS

DENOTES
- ⊠ – 4"X4" CONCRETE MONUMENT, NUMBERED 7174 (PLACED)
- ⊠ – 4"X4" CONCRETE MONUMENT, NUMBERED 6224 (FOUND)
- ⊠ – 4"X4" CONCRETE MONUMENT, WITH NAIL (FOUND)
- ⊠ – 4"X4" CONCRETE MONUMENT, WITH BULLET (FOUND)
- ● – 1/2" IRON ROD, UNNUMBERED (FOUND)
- ○ – 3/4" IRON PIPE, UNNUMBERED (FOUND)

PC – POINT OF CURVATURE
PT – POINT OF TANGENCY
PRC – POINT OF REVERSE CURVATURE
PI – POINT OF INTERSECTION
RP – RADIUS POINT
G P S – GLOBAL POSITIONING SYSTEM
P R M – PERMANENT REFERENCE MONUMENT
P C P – PERMANENT CONTROL POINT
B S L – BUILDING SETBACK LINE
O R – OFFICIAL RECORDS
C1 – CURVE NUMBER
L1 – LINE NUMBER
N R – NON-RADIAL
R– RADIAL

SHEET 2 OF 2 SHEETS

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____

PLAT BOOK ____, PAGE ____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7989 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/23/2015
Issue: Request for Disposition of Property
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

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

That the Board approve the two Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Disposition Forms, with reasons for distribution stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed of.

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 no use to the 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:

Recommend the items be picked up for disposal. Please coordinate with Tamika Williams.

Attachments

Disposition of Property Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330401

Tamika L. Williams DATE: 4/1/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 850-4716425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	037685	RECEIVER RADIO	273CQU0047	C04RTB6108C	1990	POOR

Disposal Comments: Microwave receiver radio that is obsolete and parts are no longer being made to support the necessary repairs

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 4/1/15

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

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

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330403

Tamika L. Williams DATE: 4/1/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 850-4716425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	03745	RECEIVER VOTING RADIO	273CNJ0045	C04RTB6108C	1988	POOR

Disposal Comments: Microwave receiver radio that is obsolete and parts are no longer being made to support the necessary repairs

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 4/1/15

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

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-7994 **County Administrator's Report 13. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/23/2015
Issue: Memorandum of Agreement between the Board and the FEMA Integrated Public Alert and Warning System (IPAWS) Program Office
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Agreement between the Escambia County Board of County Commissioners and the Federal Emergency Management Agency Integrated Public Alert and Warning System Program Management Office - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Memorandum of Agreement (MOA) between the Escambia County Board of County Commissioners (BCC) and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office:

A. Approve the MOA which establishes a management relationship between the two parties, defines the professional conduct with respect to the access, utilization, and security standards between the inter-operable notification systems of Escambia County's portal to Florida Emergency Message Notification System for Emergency Alert Messages and the FEMA IPAWS-OPEN national backbone communication/notification system, that structures the alert and distributes the emergency message from one inter-operable system to another. A select few Public Safety Department staff will be designated by the Division of Emergency Management Manager to be trained and authorized to utilize the notification system and maintain the integrity of the emergency notification system; and

B. Authorize the Chairman or Vice-Chairman to execute the MOA and all related documents as required implementing the MOA.

BACKGROUND:

It is the intent of both parties to this agreement to establish and utilize a standardized web-based application interface (as defined by the IPAWS-OPEN web service Interface Design Guidance) between information technology systems to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

Implementation of this agreement will be accomplished with existing Division of Emergency Management staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require MOAs to be approved by it.

IMPLEMENTATION/COORDINATION:

Implementation of this Agreement will be coordinated between the Escambia County Division of Emergency Management, FEMA, and the State of Florida Division of Emergency Management.

Attachments

IPAWS MOA

Memorandum of Agreement between the Escambia County Board of County Commissioners and the

Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office

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Regarding the use of: Escambia County Board of County Commissioners Interoperable System(s) and IPAWS OPEN Platform for Emergency Networks (IPAWS-OPEN)

Version 1.1

March 11, 2015

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of the FEMA Integrated Public and Warning System and the FEMA Disclosure Offices.

MEMORANDUM OF AGREEMENT

SUPERSEDES: MOA between Escambia County Board of County Commissioners and FEMA, signed August 8, 2012.

INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the Escambia County Board of County Commissioners hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Division regarding the utilization and security of Escambia County Board of County Commissioners Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the IPAWS Initiative.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

AUTHORITY

The authority for this agreement is based on the Communications Act of 1934, as amended (47 U.S.C § 606) and the implementation of regulation 47 C.F.R § 11 which establishes the statutory basis under which the FEMA IPAWS Program operates emergency alerting systems. In addition, Executive Order 13407 of June 26, 2006, Public Alert and Warning System Executive Order states, "It is the policy of the United States to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people...establish or adopt, as appropriate, common alerting and warning protocols, standards, terminology, and operating procedures for the public alert and warning system to enable interoperability and the secure delivery of coordinated messages to the American people". In response, FEMA established the IPAWS Program Management Office (PMO) in April 2007.

BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make

the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or resolution procedures will be documented by the identifying party and after action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).

- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.

- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.

- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.

- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.
- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.

- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.
- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA – IPAWS Division is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This newly signed agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response.

SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

Board of County Commissioners
Escambia County, Florida

_____
Steven Barry, Chairman
ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk
Date BCC Approved:_____
Date BCC Executed:_____
ATTN: John Dosh, Manager
Escambia County Board of County Commissioners
6575 North "W" Street
Pensacola, Florida 32505

FEMA Authorizing Official or Designee

_____
(Signature Date)

Federal Emergency Management Agency
IPAWS OPEN System Owner
Name: Mark A. Lucero
Title: Chief, IPAWS Engineering

_____
(Signature Date)
Attn: IPAWS-OPEN System Owner, Suite 506
Federal Emergency Management Agency
500 C Street SW
Washington, D.C. 20472-0001

FEMA CISO or Deputy CISO

_____
(Signature Date)

Approved as to form and legal sufficiency.
By/Title:
Date: 3/13/15

Appendix A

Listing of Interoperable Systems

IPAWS recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	FEMA Emergency Operations Center
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

- **Florida Emergency Management Network (FL EMnet)**

Function:	Emergency Message Notification System for the State of Florida for EAS mesages, Amber Alerts, and Other Warning messages.
Location:	6575 North "W" Street, Pensacola, Florida 32505
Description of data, including sensitivity or classification level:	COTS FOUO Unclassified alert and emergency response information.

- **WebEOC Professional**

Function:	Emergency Operations Center disaster management software.
Location:	Pensacola, FL
Description of data, including sensitivity or classification level:	COTS FOUO Unclassified alert and emergency response information.

**Add additional tables as needed.*

Appendix B

COG Point of Contact Information

Designated COG Primary Point of Contact:

Name: John Dosh

Title: Emergency Management Manager

Business Email Address: john_dosh@co.escambia.fl.us

Primary Phone Number: 850-471-6409

Alternate Phone Number:

Organization: Escambia County Division of Emergency Management

Mailing Address: 6575 North W Street, Pensacola, Florida, 32505

Designated Alternate Point of Contact:

Name: Elton Gilmore

Title: Operations Officer

Business Email Address: elton_gilmore@co.escambia.fl.us

Primary Phone Number: 850-471-6414

Alternate Phone Number:

Organization: Division of Emergency Management
Public Safety Department

Mailing Address: 6575 North W Street, Pensacola, Florida, 32505

Designated Technical Point of Contact:

Name: David A Musselwhite

Title: Director

Business Email Address: damussel@co.escambia.fl.us

Primary Phone Number: 850-595-4993

Alternate Phone Number:

Organization: Escambia County Information Technologies Department

Mailing Address: 221 Palafox Place, Pensacola, Florida, 32502

FEMA: Integrated Public Alert and Warning System Open Platform for Emergency Networks (IPAWS-OPEN)

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Adrian R. Gardner	202-646-3006	Adrian.Gardner@fema.dhs.gov	Chief Information Officer, FEMA
Donna Bennett	202-646-3785	Donna.Bennett@fema.dhs.gov	Chief Information Security Officer
Mark Lucero	202-646-1386	Mark.Lucero@fema.gov	System Owner
Gary Ham	703-899-6241	Gary.Ham@associates.dhs.gov	FEMA PMO - IPAWS-OPEN
Eric Caldwell	202-646-3109	Eric.Caldwell@associates.dhs.gov	FEMA ISSO - IPAWS-OPEN
Neil Bourgeois	703-732-6331	Neil.Bourgeois@associates.dhs.gov	FEMA-EADIS IPAWS-OPEN Tech Lead

Appendix C

IPAWS-OPEN Rules of Behavior

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Escambia County Board of County Commissioners Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- EMA's will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. EMA's are expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, EMA's will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. Each EMA understands that the use of digital signatures used on behalf of the EMA is binding for the EMA and EMA's will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from IPAWS.
- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and shall:
    - Be at least eight characters in length
    - Contain a combination of alphabetic, numeric and special characters
    - Not the same as any of the user's previous 8 passwords.
- Passwords shall not contain any dictionary word.
- Passwords shall not contain any proper noun or the name of any person, pet, child, or fictional character. Passwords shall not contain any employee serial number, Social Security number, birth date, phone number, or any information that could be readily guessed about the creator of the password.
- Passwords shall not contain any simple pattern of letters or numbers, such as "qwerty" or "xyz123".
- Passwords shall not be any word, noun, or name spelled backwards or with a single digit appended, or with a two-digit "year" string, such as 98xyz123.
- Pass phrases, if used in addition to or instead of passwords, should follow the same guidelines.
- Passwords shall not be the same as the User ID.
- Users shall either log off or lock their workstations when unattended.
- Workstations shall be configured to either log off, or activate a password-protected lock, or password-protected screensaver within fifteen (15) minutes of user inactivity.
- Locked sessions shall remain locked until the user re-authenticates.
- Workstations shall be protected from theft.
- A user's account shall be automatically locked after three consecutive failed logon attempts.
- The automatic lockout period for accounts locked due to failed login attempts shall be set for a minimum of twenty (20) minutes.
- A process shall exist for manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- Sessions shall automatically be terminated after sixty (60) minutes of inactivity.
- Users are required to change their passwords at least once every 90 days.
- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.

- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:

    - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;

    - Protect sensitive data sent to or received from IPAWS-OPEN;

    - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;

    - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Escambia County Board of County Commissioners Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.

- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.

- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.

- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.

- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.

- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.

- To prevent others from obtaining my password via "shoulder surfing", I will shield my keyboard from view as I enter my password.

- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.

- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or IPAWS-OPEN is no longer required.

- I agree that I have completed Computer Security Awareness training prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete

Computer Security Awareness training on an annual basis.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Escambia County Board of County Commissioners Help Desk.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Escambia County Board of County Commissioners Interoperable System(s) *and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.*

Name (Print): John Bash, Manager, Division of Emergency Management

Signature: _____ Date: 3·12·2015

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7888 **County Administrator's Report 13. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/23/2015
Issue: Reappointment to the Tourist Development Council
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Tourist Development Council - Jack R. Brown, County Administrator

That the Board waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures and reappoint Naresh (Nash) Patel, to the Tourist Development Council, for a four-year term, effective May 1, 2015, through April 30, 2019, as a "Hotel/Motel Industry" appointee.

BACKGROUND:

Mr. Patel has expressed the desire to serve another term. His Biography is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Nash Patel's Bio

Biography of Naresh (Nash) Patel

Naresh (Nash) Patel, CHA, has been for the last 20 years President and COO of LHS COMPANIES that owns and operates multiple hotels on the Gulf Coast.

Nash served as Chairman of The Asian American Hotel Owners Association (AAHOA) in 2004 / 2005. (10,000 members own 20,156 hotels in the US), today Nash serves as a permanent member of the past chairmen counsel among various other committees of AAHOA.

Since his tenure as Chairman, Nash focuses on helping franchisees and franchisors collaborate toward a win-win relationship: improving quality of service, helping control costs, and assisting the franchise industry to face its environmental and social responsibilities.

Nash also assists the organization, co-founded by his brother Jay, known as the National Association of Black Hotel Owners, Operators, & Developers (NABHOOD). Nash was instrumental in bringing NABHOOD into collaboration with AAHOA, a mutually beneficial relationship which has brought success to both organizations.

Nash is also the cofounder and CEO of HTP Hospitality Trade Program.

In this very competitive economy change, credit crunch and limited access to cash flow HTP's team developed unique trade program that eliminates cash to upgrade hotels and to increase energy efficiency.

Nash serves on the board of Project Green Leaf 501(c)3 non-profit organization that is the developer of the IshareEV model is comprised of future-forward yet like-minded colleagues who support ecosystem change. Project Green Leaf's mission is to significantly reduce greenhouse gas (GHG) emissions and dependency upon foreign and domestic oil while stimulating the alternative energy industry - which includes but is not limited to electric vehicles, renewables like solar, and supporting technologies such as wireless (inductive) charging. Project Green Leaf promotes green initiatives such as the IshareEV model to interdependent and linked citizen-centric markets that interact daily within communities like universities, municipalities and franchise businesses (such as hotels and restaurants) with the purpose to accelerate social adoption of alternative energy solutions.

Nash also helps the local community and participates in local government by serving his third term as Chairman on the Escambia County Tourist Development Council (TDC). as the Chairman of the board. The TDC's function is to promote and enhance tourism, as well as providing stewardship for the county-wide bed tax collected from the tourism industry.

6919 Pensacola Boulevard Pensacola, FL 32505 - Nash@lhs.cc

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8026 **County Administrator's Report 13. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/23/2015
Issue: Community Redevelopment Agency Meeting Minutes, March 19, 2015
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Community Redevelopment Agency Meeting Minutes, March 19, 2015 - Keith T. Wilkins, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the March 19, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On March 19, 2015, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes is attached.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

CED/CRA staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no Implementation or Coordination tasks associated with this recommendation.

Attachments

CRABoardMinutes-April2015

MINUTES
Escambia County
Community Redevelopment Agency
March 19, 2015–Time 8:45 a.m.
BOARD CHAMBERS, FIRST FLOOR
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA FLORIDA

Present:	Commissioner Doug Underhill
	Commissioner Lumon J. May
	Vice Chair Wilson Robertson
	Chair Steven L. Barry
Absent:	Commissioner Grover Robinson, IV
Staff Present:	Jack R. Brown, County Administrator
	Alison Rogers, County Attorney
	Clara Long, Division Manager
	Keith Wilkins, Department Director
	Melanie Johnson, Administrative Assistant
Attendees:	

1. Call to Order. 8:50 a.m.

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

Motioned Made By Vice Chair Wilson Robertson, Seconded By Commissioner Doug Underhill

Vote: 3 - 0 - Unanimously

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal to waived the reading of the advertisement.

Motioned Made By Vice Chair Wilson Robertson, Seconded By Commissioner Doug Underhill Commissioner Lumon May - Absent
Commissioner Grover Robinson - Absent

Vote: 3 - 0 - Unanimously

I. Public Forum

~ None ~

II. Technical/Public Service

Motioned Made By Vice Chair Wilson Robertson, Seconded By Chair Steven L. Barry Vote: 3 - 0 - Unanimously, Commissioner Lumon J. May (Out of Chambers) , Commissioner Grover Robinson, IV (Absent)

Vote: 3 - 0 - Unanimously

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, March 19, 2015 - Keith T. Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the March 19, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motioned Made By Vice Chair Wilson Robertson, Seconded By Commissioner Doug Underhill Vote: 3 - 0 - Unanimously
Commissioner Lumon J. May (Out of Chambers), Commissioner Grover Robinson, IV (Absent)

Vote: 3 - 0 - Unanimously

III. Budget/Finance

1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Keith Wilkins, Community & Environment Department Director

That the Board accept the following action concerning the three Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following three Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Derryl D. Kidder, the owner of residential property located at 4 Audusson Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $2,250, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for electrical rewiring;

2. The Agreements between Escambia County CRA and Lois Merritt, the owner of residential property located at 205 NW Syrcle Dr, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $3,475 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to install new windows;

3. The Agreements between Escambia County CRA and Velma L Williams, the owner of residential property located at 3409 West Jordan Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of $ 2,590, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, replace roof;

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

Motioned Made By Vice Chair Wilson Robertson, Seconded By Commissioner Doug Underhill Vote: 3 - 0 -Unanimously
Commissioner Lumon J. May (Out of Chambers)
Commissioner Grover Robinson, IV (Absent)

Vote: 3 - 0 - Unanimously

2. Recommendation Concerning the Cancellation of five Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellation of five Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner	Address	Amount
Kristin Davis	1305 Poppy Avenue	$1,107
James and Margaret French	114 Lakewood Road	$1,325
Justin Kaiser	1220 Wisteria Avenue	$1,082
Kent D. Lowman	3306 West La Rua Street	$2,245
Gary L. and Lynn M. Van Natter	1217 Wisteria Avenue	$1,515

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

Motioned Made By Vice Chair Wilson Robertson, Seconded By Chair Steven L. Barry Vote: 3 - 0 - Unanimously
Commissioner Lumon J. May (Out of Chambers), Commissioner Grover Robinson, IV (Absent)

Vote: 3 - 0 - Unanimously

3. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements - Keith Wilkins, Community & Environment Department Director

That the Board ratify the action concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements:

A. Approve the Commercial Facade Grant Program Funding and Lien Agreements between Escambia County CRA and Dang & Nguyen Enterprise, LLC, the owner of commercial property located at 3201 Mobile Highway, Pensacola, Florida, in the Brownsville Redevelopment District, each in the amount of $5,443 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Division (NED) 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, to restoration the architectural features & parking improvements; and

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

Motioned Made By Vice Chair Wilson Robertson, Seconded By Commissioner Doug Underhill Vote: 4 - 0 - Unamimously
Commissioner Grover Robinson, IV (Absent)

Vote: 4 - 0 - Unanimously

IV. Discussion/Information Items

1. Recommendation of CRA Board's support to implement a Title Clearance Program for Low Income Homeowners - Keith Wilkins, Community & Environment Department Director

That the Board review and recommend to implement a Title Clearance Program for Low Income Homeowners who income qualify. The homeowners have not completed probate or otherwise don't have a clear title preventing them access to HUD Housing Rehab Programs and CRA Residential Rehab Grants. This program will not only serve homeowners within the designated CRA areas but other County homeowners that meet the income guidelines.

[Funding CRA TIF and NED CDBG]

Commissioner's Discussed that CRA Solicit interest in house for the CDBG and HUD Grant.

Motioned Made By Commissioner Doug Underhill, Seconded By Commissioner Lumon J. May

Vote: 5 - 0 - Unanimously

2. Recommendation to review and support the branded Logos for the Community Redevelopment Agency (CRA) - Keith Wilkins, Community and Environment Department Director

That the CRA Board review and support the branded logos for the Community Redevelopment Agency (CRA) and the Celebrating Brownsville Festival. These branded logos will be used in conjunction with the approved County official logo on internal printed supplies such as letterheads, envelopes, customer surveys and others as well as marketing and promotional materials. These branded logos will used during special events, workshops, and Grant applications primarily to promote CRA Programs and events.

CRA staff was directed to revise the CRA Logo to add the wording " Escambia County".

Motioned Made By Commissioner Doug Underhill, Seconded By Commissioner Lumon J. May Vote: 5 - 0 - Unanimously

Vote: 5 - 0 - Unanimously

3. **Update status on the designation of the Proposed Atwood CRA.**

CRA staff timeline for designating the Proposed Atwood CRA:
1. CRA will prepare a Board Recommendation for April 23, 2015 Meeting to request to schedule and hold a Public Hearing to adopt a Resolution of the Findings and Necessity
2. CRA will prepare a second Board Recommendation for May 21, 2015 Meeting to hold the Public Hearing to adopt the Resolution to designate Proposed Atwood as a CRA area

[Funding CRA Admin]

Motioned Made By Commissioner Doug Underhill, Seconded By Commissioner Lumon J. May Vote: 5 - 0 - Unanimously

Vote: 5 - 0 - Unanimously

4. Update Status on the Night Light Project

The Board approved in December 2014 to fund 94 LED Lights for the Night Light pilot program. As of today, all 94 lights have been installed within the newly designated Ensley CRA.

Adjournment

Meeting adjourned 9:09 a.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8027 **County Administrator's Report 13. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/23/2015
Issue: Schedule and Advertise a Public Hearing Creating Atwood Redevelopment Area
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling and Advertising of a Public Hearing to Adopt a Resolution Creating the Atwood Redevelopment Area - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the April 23, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing at 5:31 p.m., on Thursday, May 21, 2015, to consider adoption of a Resolution of Escambia County, Florida, relating to Community Redevelopment; finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Atwood Community; finding that rehabilitation conservation, redevelopment, or a combination of these in the Atwood Community is necessary in the interest of the public health, safety, morals, and welfare of the residents of Escambia County; finding that there is a need to designate Atwood as a Redevelopment Area; and providing for an effective date.

BACKGROUND:

The Community Redevelopment Agency (CRA), a division of Community and Environment Department, was directed to conduct the necessary research and analysis to support findings that would determine whether areas located within the Atwood community would meet the statutory criteria to be designated as a redevelopment area. The CRA has completed the "Findings of Necessity", and a copy is attached. A draft copy of the Resolution has been prepared for consideration and adoption. A copy of the map for the proposed area is attached.

On April 23, 2015, at 8:45 a.m., a CRA meeting was convened to recommend to the Board to schedule and advertise a Public Hearing on Thursday, May 21, 2015, at 5:31 p.m.

BUDGETARY IMPACT:

There is no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's office will review and sign-off on the original Resolution as to form and legal sufficiency.

PERSONNEL:

There is no additional personnel needed to carry out this process.

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and Advertising a Public Hearing for the proposed redevelopment area designation is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

The CRA staff will coordinate the process for the implementation of this program.

Attachments

Draft Resolution-FON-April2015

DRAFT

RESOLUTION R2015-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, RELATING TO COMMUNITY REDEVELOPMENT: FINDING THAT THERE IS A BLIGHTED AREA WITHIN ESCAMBIA COUNTY, FLORIDA, AND A SHORTAGE OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS, SPECIFICALLY WITHIN THE ATWOOD COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE ATWOOD COMMUNITY IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF ESCAMBIA COUNTY; FINDING THAT THERE IS A NEED TO DESIGNATE ATWOOD AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Authority. This Resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969."

Section 2. Definitions. The definitions of the terms as provided in §163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in the Resolution. In addition, the term, "Proposed Atwood Redevelopment Area" when used in this Resolution means the area within the boundaries of Escambia County, Florida, as outlined in the map and legal description attached hereto and incorporated herein as Exhibit A.

Section 3. Findings and Determinations. The Board of County Commissioners of Escambia County, Florida finds and determines as follows:

a) The Board of County Commissioners finds that the area referred to as the "Proposed Atwood Redevelopment Area" is a slum or blighted area which substantially impairs the sound growth of the County, and is a threat to the public health, safety, morals, and welfare of the residents of the County, and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of expenditures for crime prevention and other forms of public services, and depressing the tax base.

b) The Board of County Commissioners finds that a combination of rehabilitation, conservation and redevelopment of the area identified as the Proposed Atwood Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents if the County in order to eliminate, remedy and prevent conditions of slum and blight.

DRAFT

c) The Board of County Commissioners finds and determines that there exists a need for the Community Redevelopment Agency created pursuant to Part I, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes in the Proposed Atwood Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Atwood Redevelopment Area is appropriate for redevelopment projects and is hereby designated a Community Redevelopment Area.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this _____day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Approved as to form and legal sufficiency.

By/Title: _____
Date: 2/10/15

BY: _____
Steven Barry, Chairman

Attest:

PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Proposed Atwood Redevelopment Area

Exhibit A

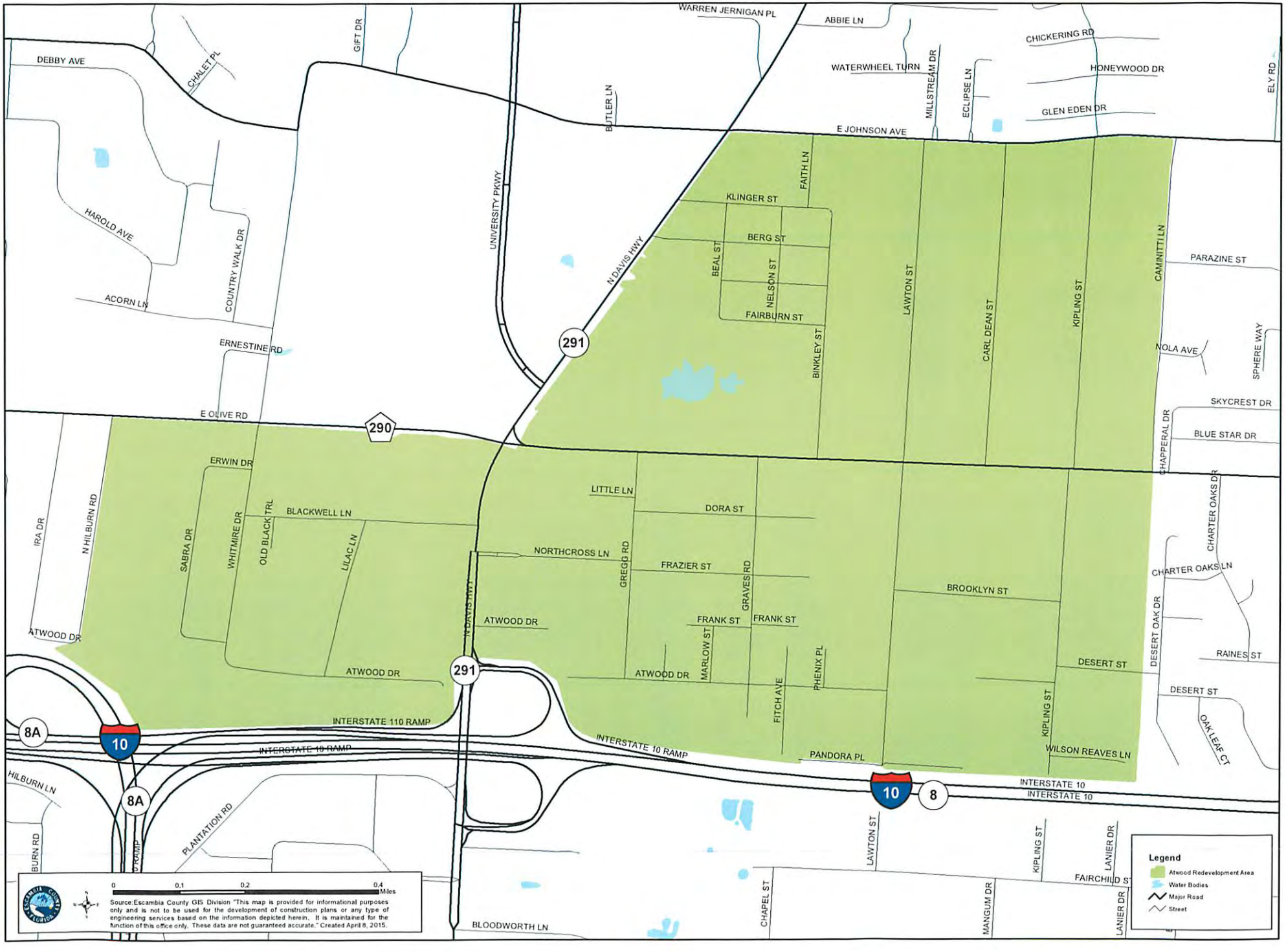


EXHIBIT "A"

Description
Atwood Community Redevelopment Area (CRA)
April 13, 2015

This description is intended solely for the purpose of identifying the Atwood Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the intersection of the East right-of-way line of the North Hilburn Road (R/W varies) and the South right-of-way line of Olive Road (R/W varies); thence run Easterly along said South right-of-way line of Olive Road (R/W varies) to the intersection of the South right-of-way line of Olive Road (R/W varies) and the West right-of-way line of North Davis Highway (R/W varies); thence run Easterly to the intersection of the South right-of-way line of Olive Road (R/W varies) and the East right-of-way line North Davis Highway (R/W varies); thence run Northeasterly along said East right-of-way line of North Davis Highway (R/W varies) to the intersection of said East right-of-way line of North Davis Highway (R/W varies) and the South right-of-way line of East Johnson Avenue (R/W varies); thence Easterly along said South right-of-way line of East Johnson Avenue (R/W varies) to the intersection of the South right-of-way line of East Johnson Avenue (R/W varies) and the West right-of-way line of Caminitti Lane (R/W varies); thence South along said West right-of-way line of Caminitti Lane (R/W varies) to the North right-of-way line of East Olive Road (70' R/W); thence South to the Northwest corner of that parcel of land recorded in Official Record Book 272 at page 593 of the public records of Escambia County, Florida; thence South along the West line of said parcel to the Northwest corner of Charter Oaks Unit No. 5 as recorded in Plat Book 15 at pages 30 and 30A of the public records of Escambia County, Florida; thence continue South along the West line of said Oaks Unit No. 5 to the North right-of-way line of Interstate 10 (300' R/W); thence Westerly, Northerly and Westerly along said North right-of-way line of Interstate 10 and Interstate 10 Ramp to the East right-of-way line of North Davis Highway (R/W varies);thence continue West to the West right-of-way line North Davis Highway (R/W varies); thence South along said West right-of-line of North Davis Highway (R/W varies) to the North right-of-way line of Interstate 10 (R/W varies); thence West and Northwesterly along said North right-of-way line of Interstate 10 (R/W varies) to the Northwest corner of that parcel of land recorded in Official Record Book 3598 at page 855 of the public records of Escambia County, Florida; thence East along the North line of said parcel to the intersection of said North line and the extension of the aforementioned East right-of-way line of North Hilburn Road (R/W varies); thence North along said East right-of-way line to the Point of Beginning.

Findings of Necessity
Proposed Atwood Redevelopment Area

Introduction

As directed by the Board of County Commissioners and Committee of the Whole, Escambia County Community & Environment Department/Community Redevelopment Agency prepared a Findings of Necessity report to support the proposed creation of an Atwood Redevelopment Area. A map depicting the proposed redevelopment area and boundary description for the proposed area are presented as Exhibit A. Data obtained from UWF Haas Center for Business Research using 2010 U.S. Bureau of Census Population and Housing with 2014 forecasts and field surveys were used to formulate these findings. The following data and analysis support the legislative finding that conditions in the proposed redevelopment area meet the criteria of blight as described in Florida Statute 163.340(8) (a) and (b).

Findings

A "blighted area" is an area experiencing economic distress, endangerment to life or property due to the presence of a substantial number of deteriorated structures. The proposed area exhibits conditions of blight as defined in Florida Statute to include the following:

Finding 1: Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities:

The proposed redevelopment area lacks public infrastructure to include adequate street layout, paved roads, stormwater management systems, and sanitary sewer service. While some of the area is served by sanitary sewer, other areas in the proposed are not served by a public sewer system which hinders reinvestment and redevelopment opportunities. The faulty lot layouts, lack of accessibility or usefulness of property, and marginal sewer service in the proposed redevelopment area supports the need for redevelopment.

Finding 2: Deterioration of site or other improvements:

Based upon windshield surveys conducted, there is a predominance of deteriorated or dilapidated housing in the proposed area. One of the more apparent elements of blight is the deterioration of buildings. A significant number of deteriorating or dilapidated buildings in an area are an indication of a lack of private investment in maintaining the

integrity and value of existing development or in redevelopment. Single family residents were scored based upon a point system ranging from 1, Excellent Condition to 5, Dilapidated Condition. The housing conditions windshield survey results found 99% of the single family houses in the area fall in the categories of fair, poor, or dilapidated condition which means they require some form of repair or rehabilitation, show signs of structural damage, or need of demolition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements. Many of the homes were constructed prior to 1976. The age and conditions of the structures in the proposed area, indicates the houses are in need of updates, including energy related improvements.

Economic disuse can be defined in many ways based on perspective. From the private sector, economic disuse is defined through the vacancy of land and buildings and through the highest and best land use determined by market conditions. Based on the windshield survey, approximately 25% of the commercial parcels that have redevelopment potential are vacant land and/or building. Which means the property values and the tax base can be benchmarks for determining economic disuse from the public perspective.

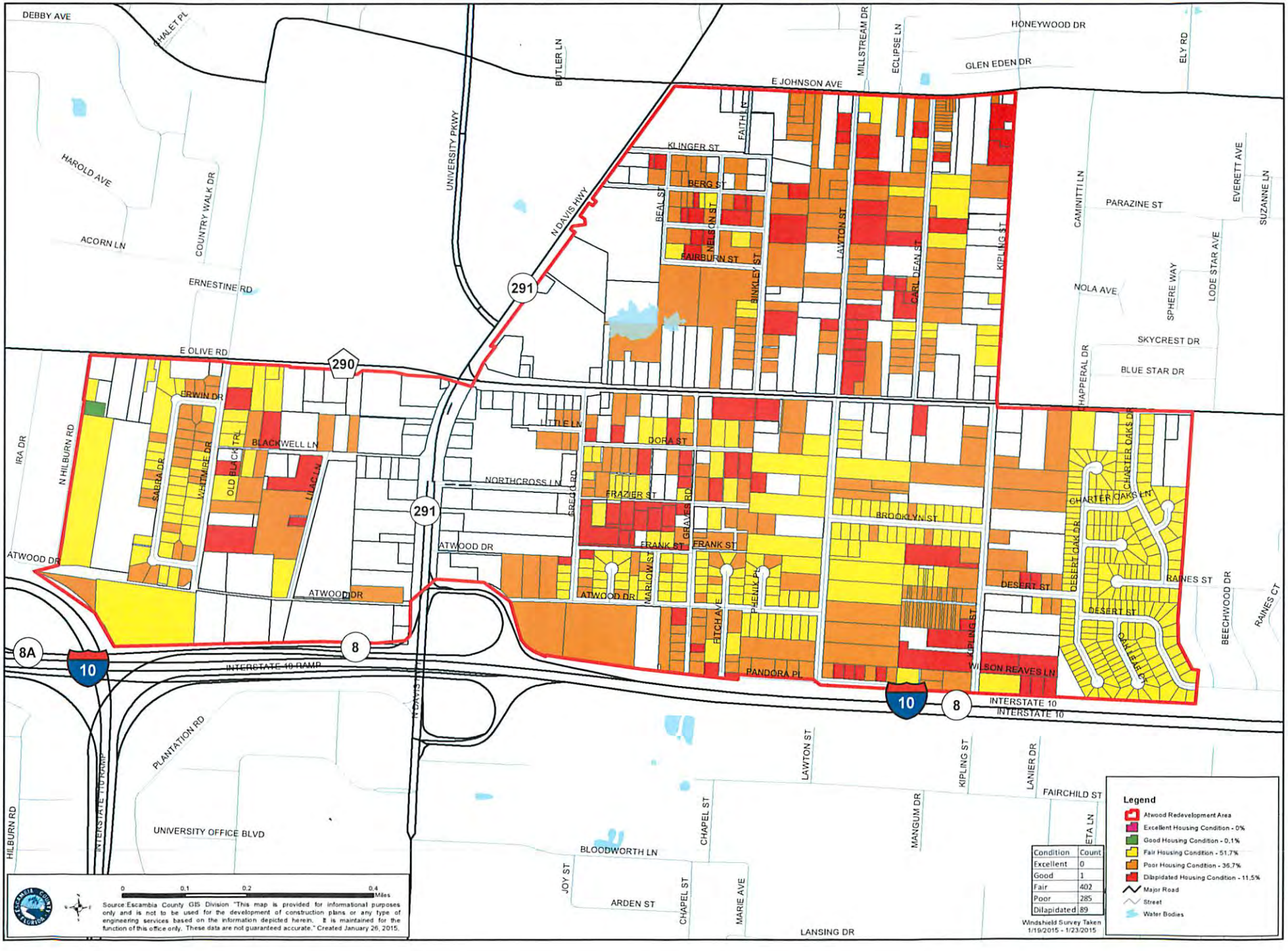
Summary

Based upon the findings presented, the proposed redevelopment area exhibits conditions of blight as defined by Florida Statutes. The condition of numerous structures within its boundaries, lack of public infrastructure, and the socio-economic characteristics of the residents all contribute to this recommendation. The proposed area would benefit from redevelopment programs and projects. There are nearly 25% of the commercial parcels that have redevelopment potential with vacant land or building. A combination of rehabilitation, conservation, and redevelopment of the proposed area will support the elimination, prevention, and remedy of the conditions of

slum and blight. The creation of a redevelopment area will serve to improve the condition of this blighted area and help bring much needed economic development to the area.

Vacant Commercial Buildings

Atwood Redevelopment Area: Housing Conditions



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8028 **County Administrator's Report 13. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/23/2015
Issue: Branded Logos for Community Redevelopment Agency (CRA) and Celebrating Brownsville Festival
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Branded Logos for the Community Redevelopment Agency - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the April 23, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), approving the branded logos for the Community Redevelopment Agency (CRA) and the Celebrating Brownsville Festival. These branded logos will be used in conjunction with the approved County official logo on internal printed supplies such as letterheads, envelopes, customer surveys, and marketing and promotional materials. These branded logos will be used during special events, workshops, and Grant Applications primarily to promote CRA Programs and events.

BACKGROUND:

CRA Division will implement these branded logos as an identifier in which the communities could easily relate to the existing CRA Agency. The branded CRA logo will be used in conjunction with the approved County logo on all printed materials used for CRA purposes. The branded Celebrating Brownsville Logo will be used during the Annual Community Festival and printed on marketing and promotional materials. A rendering of the aforementioned logos are attached.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

There will be no legal consideration needed.

PERSONNEL:

There will be no additional staff needed.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is required to implement this task.

IMPLEMENTATION/COORDINATION:

CRA staff will handle the implementation of this project.

Attachments

CRA Logos-April2015

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cra
escambia county
COMMUNITY REDEVELOPMENT AGENCY

Escambia County
Celebrating
Brownsville
UNITING THE COMMUNITY

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8074 **County Administrator's Report 13. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/23/2015
Issue: Maintenance of Traffic Plan Recommendations
From: Grover Robinson, District 4 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Maintenance of Traffic Plan Recommendations - Commissioner Grover Robinson, District 4

That the Board endorse the Maintenance of Traffic (MOT) Plan Recommendations final report from the MOT Working Group, which recommends that the Florida-Alabama Transportation Planning Organization adopt the content of the report and work with the Florida Department of Transportation to incorporate the recommendations into the Design/Build bid package, to plan a replacement of the Pensacola Bay Bridge within the next three to five years.

BACKGROUND:

The Final Report from the MOT Working Group is the result of a series of four meetings among Escambia County Commissioner Grover Robinson, Santa Rosa County Commissioner Lane Lynchard, Pensacola City Councilman Brian Spencer, and City of Gulf Breeze Mayor Matt Dannheisser. Staff from Escambia County, Santa Rosa County, and the City of Gulf Breeze also attended the meetings.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Final Report - MOT Plan Recommendations

Maintenance of Traffic (MOT) Plan Recommendations

Pensacola Bay Bridge Reconstruction

PREPARED FOR

Maintenance of Traffic (MOT) Plan
Working Group
(City of Pensacola, Escambia County,
City of Gulf Breeze, Santa Rosa County)

PREPARED BY

vhb

225 E. Robinson Street
Suite 300
Orlando, Florida 32801
407.839.4006

April 1, 2015

Introduction

Reconstruction of the Pensacola Bay Bridge, spanning from the City of Pensacola in Escambia County to the City of Gulf Breeze in Santa Rosa County, will have a significant impact on regional mobility. The bridge is approximately three (3) miles in length and was built in 1960. The bridge is currently "Structurally Deficient", which does not pose an immediate threat to the motoring public, but does require the Florida Department of Transportation (FDOT) to plan for a replacement bridge within the next 3 to 5 years. When completed, the new bridge is anticipated to include separated parallel structures. Each structure will have with three travel lanes and a multi-use path for non-vehicular traffic.

It was recognized by the affected jurisdictions that the bridge construction would result in traffic delays and congestion. Therefore, the Florida-Alamba Transportation Planning Organization (TPO) convened a Working Group to identify recommendations for a Maintenance of Traffic (MOT) Plan. The Working Group consisted of representatives from the following affected jurisdictions:

- City of Pensacola
- Escambia County
- City of Gulf Breeze
- Santa Rosa County

The MOT Plan Recommendations, created with local knowledge and developed collaboratively by the affected jurisdictions, are presented in this report. The Working Group recommends that the TPO adopts the contents of this report and works with FDOT to incorporate these recommendations into the Design/Build bid package.

Maintenance of Traffic Plan Recommendations

1. Maintain existing design speed (45 MPH optimal) through transitions at both Pensacola and Gulf Breeze landings.

2. No construction activity permitted adjacent to existing or temporary approach between 5AM and 9 PM all days.

3. Position medium tow vehicles of both sides of new structure between 6 AM and 11 PM for quick clearance of incidents. Supplement with standby FDOT Road Ranger service to assist with minor incidents.

4. Implement an augmented Intelligent Transportation Systems (ITS) plan including real-time travel monitoring system and coordinated motorist

notification system to allow motorists to make informed decisions about route guidance. Attempt to integrate existing agency resources into the ITS. Evaluate the feasibility of maintaining the ITS after construction is completed.

(A) Attempt to optimize traffic signal timing coordination along US 98 through Gulf Breeze and Pensacola. Conduct periodic evaluations of traffic signal timing along US 98 and make adjustments to signal timing as appropriate.

5. Provide a designated contractor employee off-site parking location and employee shuttle to minimize on-site parking at bridge landings. The Contractor shall identify its anticipated employee parking needs and will coordinate with local governments to identify possible unused off-site parking spaces adjacent to the bridge landings at low cost/no cost to the contractor, subject to an agreed upon maximum.

6. Provide a plan to stage materials away from the construction site designed to avoid traffic conflicts to the extent practical, including the use of barges and Port of Pensacola property.

7. Schedule bi-monthly (or as needed) contractor progress meetings with technical staff of each of the affected jurisdictions. The group should meet promptly upon recognition of a problem. The contractor shall act upon the problem as soon as practicable.

Conceptual Recommendations for Construction Staging

This approach is intended as a general staging plan. Given that the structures will be extended beyond existing landfalls and up to eight feet higher than the existing bridge, the actual interface between new and existing pavement, may require a series of sub-stages that have been difficult to define in this preliminary review. This is primarily true on the Pensacola side where the roadway curvature and the need for three lane approach to 17th Street for capacity reasons, may require additional time to construct, or reliance on temporary pavement near 17th Street.

- Stage 1-A – Construct the new westerly structure (final southbound corridor), but without the barrier separating the shared use path from the right shoulder. This would also include the final surface roadway connecting the bridge to the existing roadway tie-in. Substage 1-B includes the placement of a precast concrete barrier in center of the structure to allow two-way travel on the new structure. Substage 1-C builds the transitional temporary pavement to shift existing northbound traffic to the new southbound structure alignment. Two lanes per direction would be provided, matching that provided on the existing bridge.

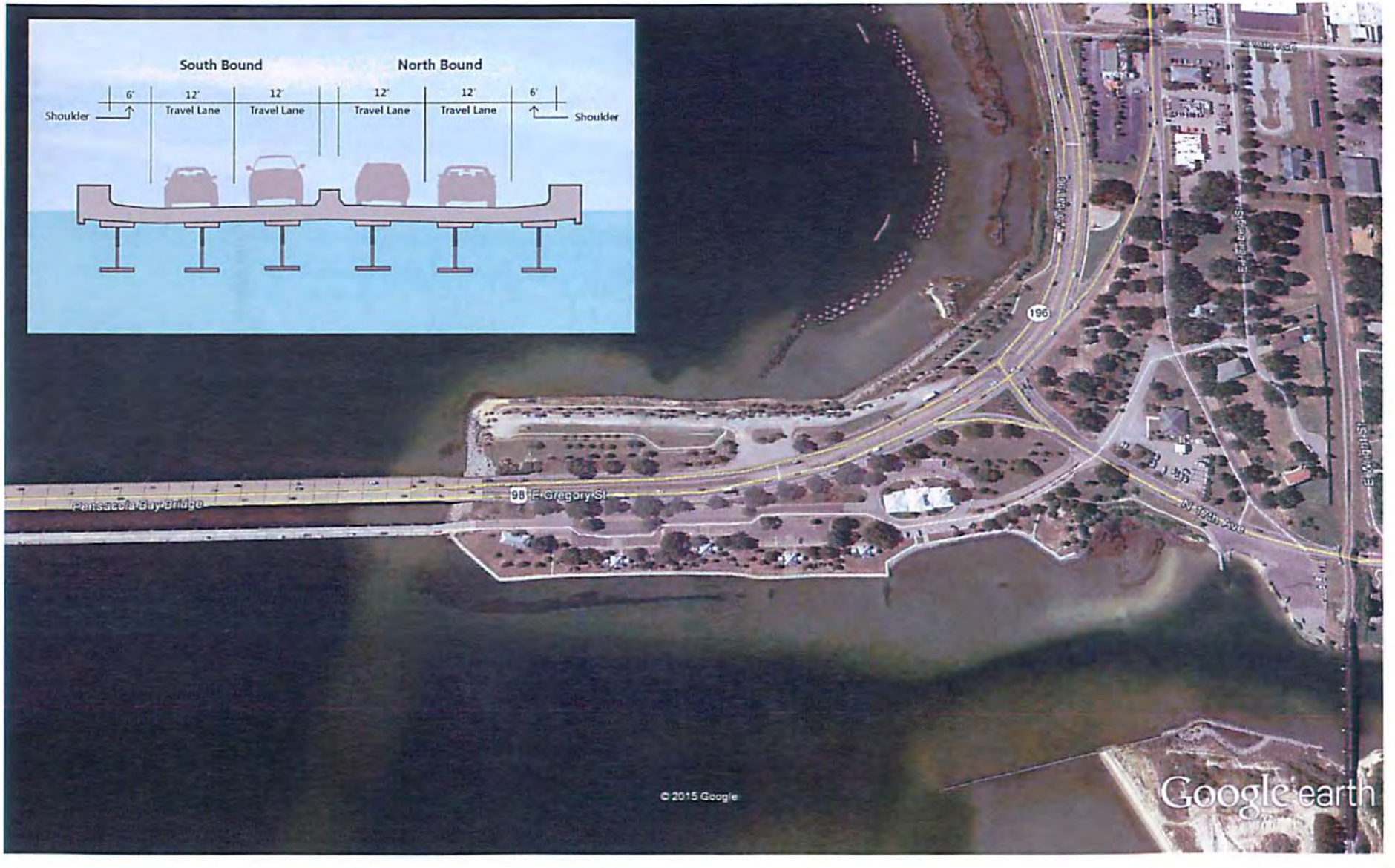
- Stage 2 – Demolish the existing bridge and construct the new northbound structure in its final configuration, including any final surface roadway on the northbound side of to the existing roadway tie-in.
- Stage 3 – After completion of the northbound structure and opening it to three lanes of northbound traffic, shift southbound traffic to the easterly side of the new southbound structure (lanes previously occupied by the temporary northbound lanes), and construct the barrier between the final right shoulder and shared use path.

Graphics depicting the three stages for both the Pensacola and Gulf Breeze landings are included in Attachment 1.

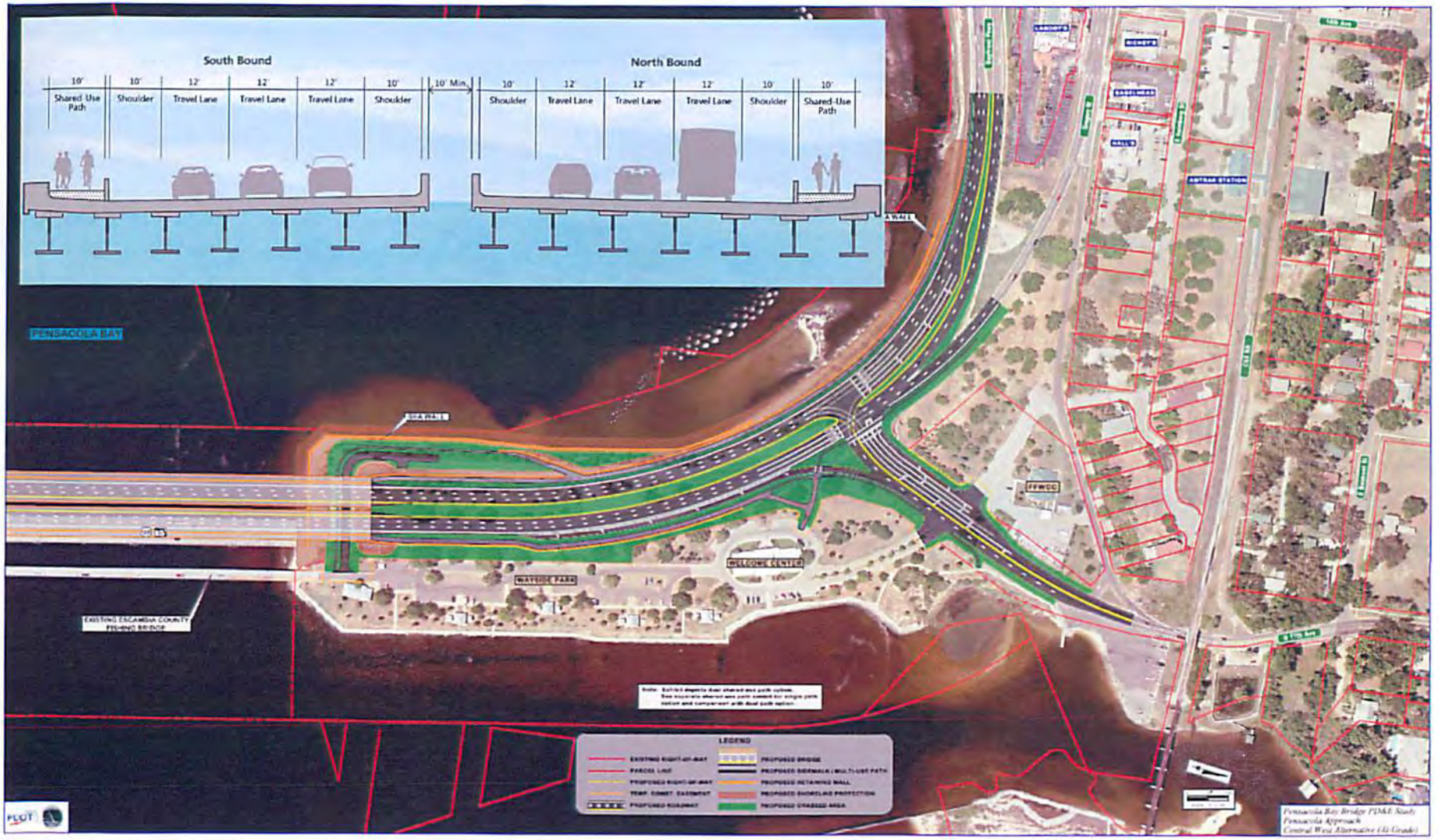
Attachment 1

Conceptual Recommendations for Construction Staging

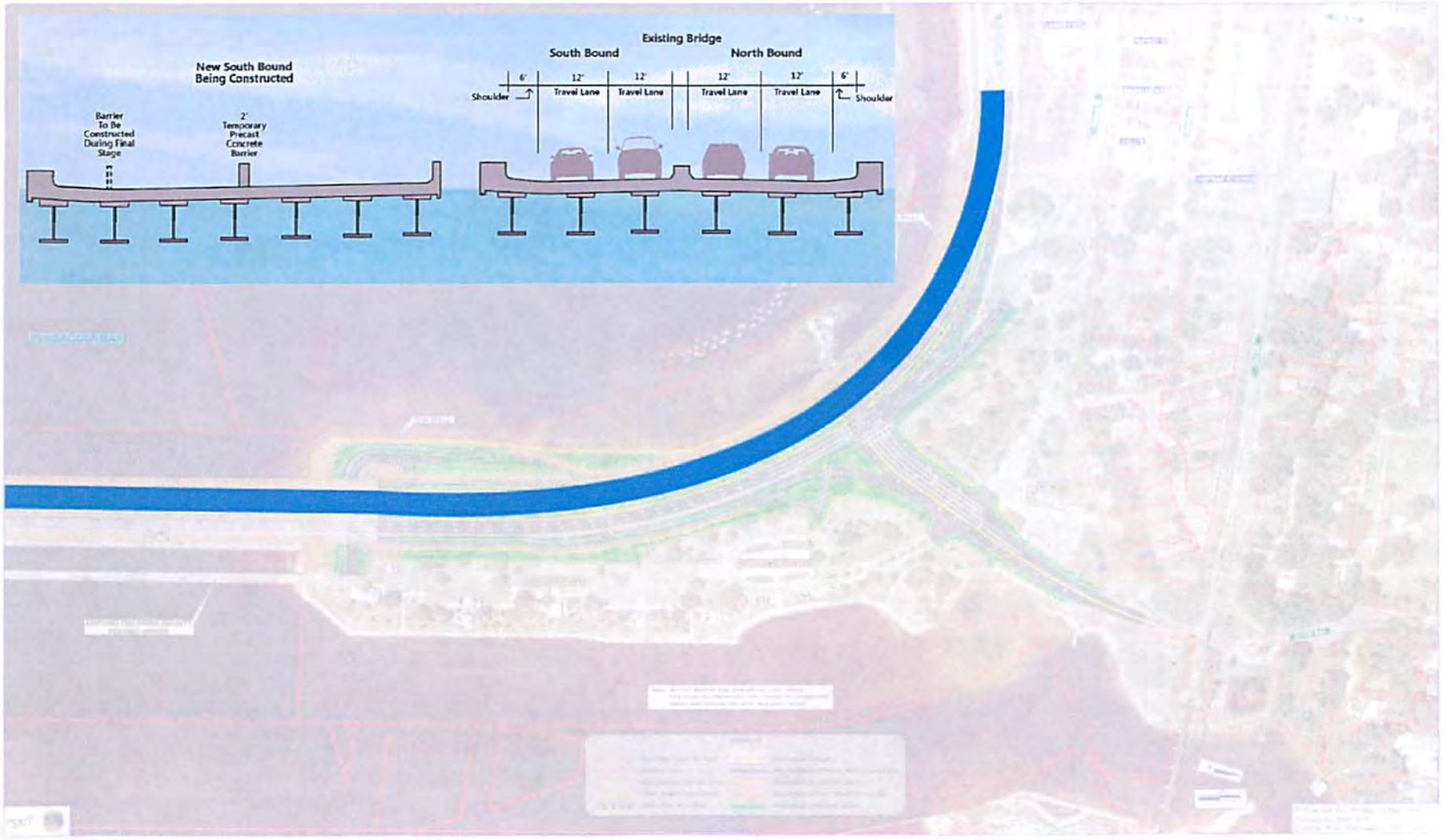
Pensacola Landing: Existing Conditions



Proposed Final Conditions

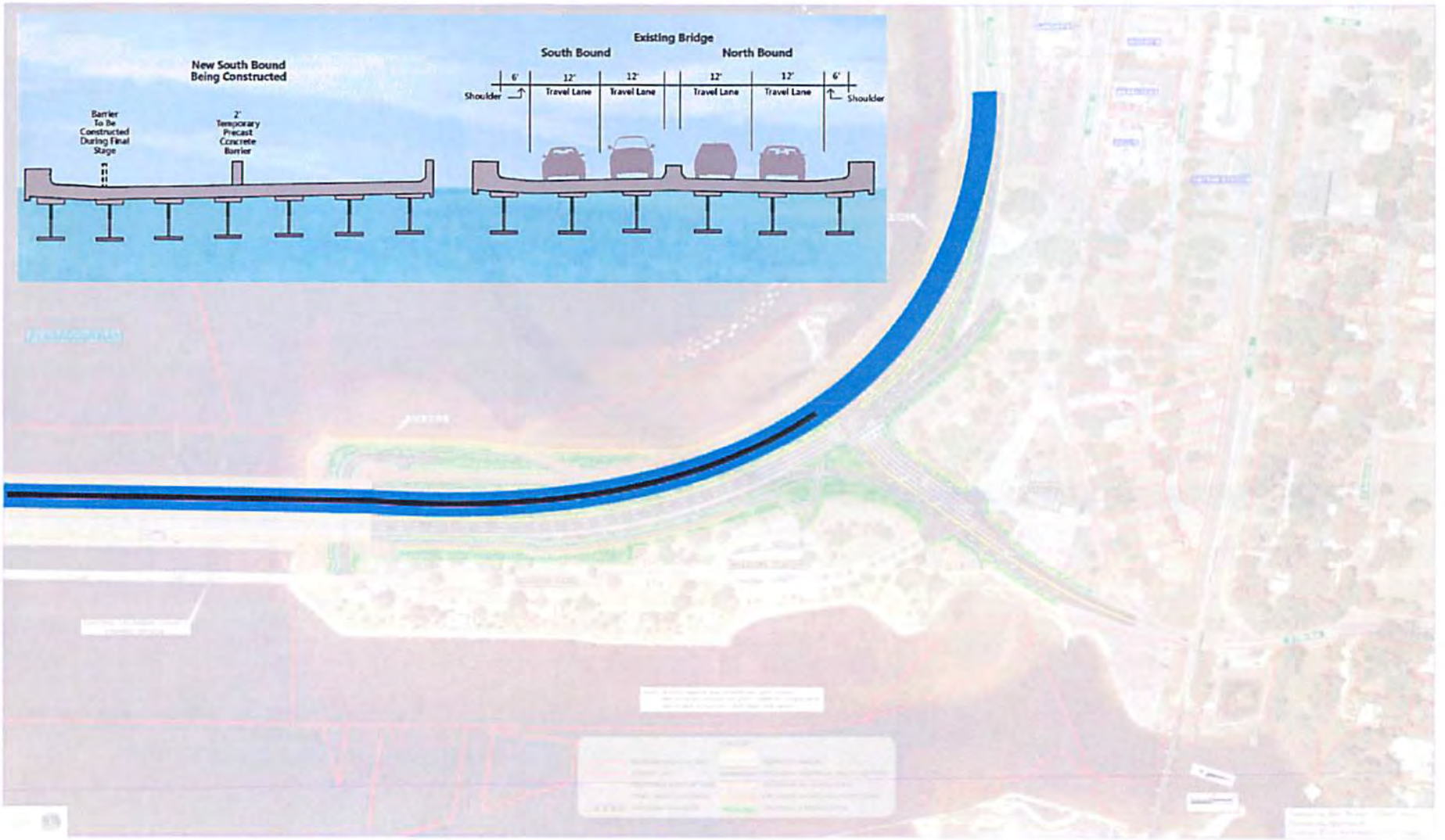


Pensacola Stage 1-A



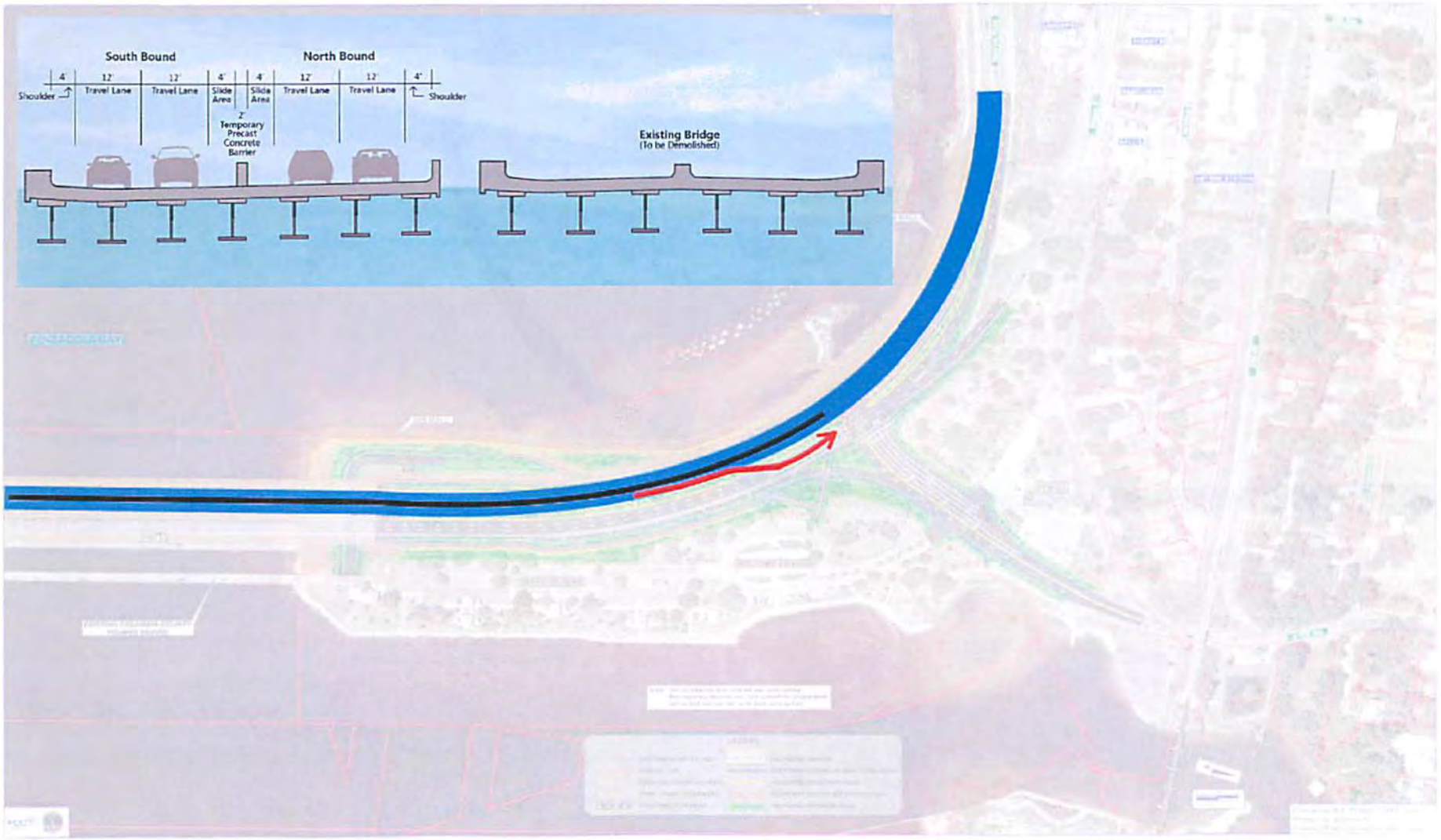
- Construct new southbound structure and roadway surface (no barrier for shared use path)

Pensacola Stage 1-B



- Construct new southbound structure and roadway surface (no barrier for shared use path)
- Install precast concrete barrier in center of new southbound structure for two-way traffic

Pensacola Stage 1-C

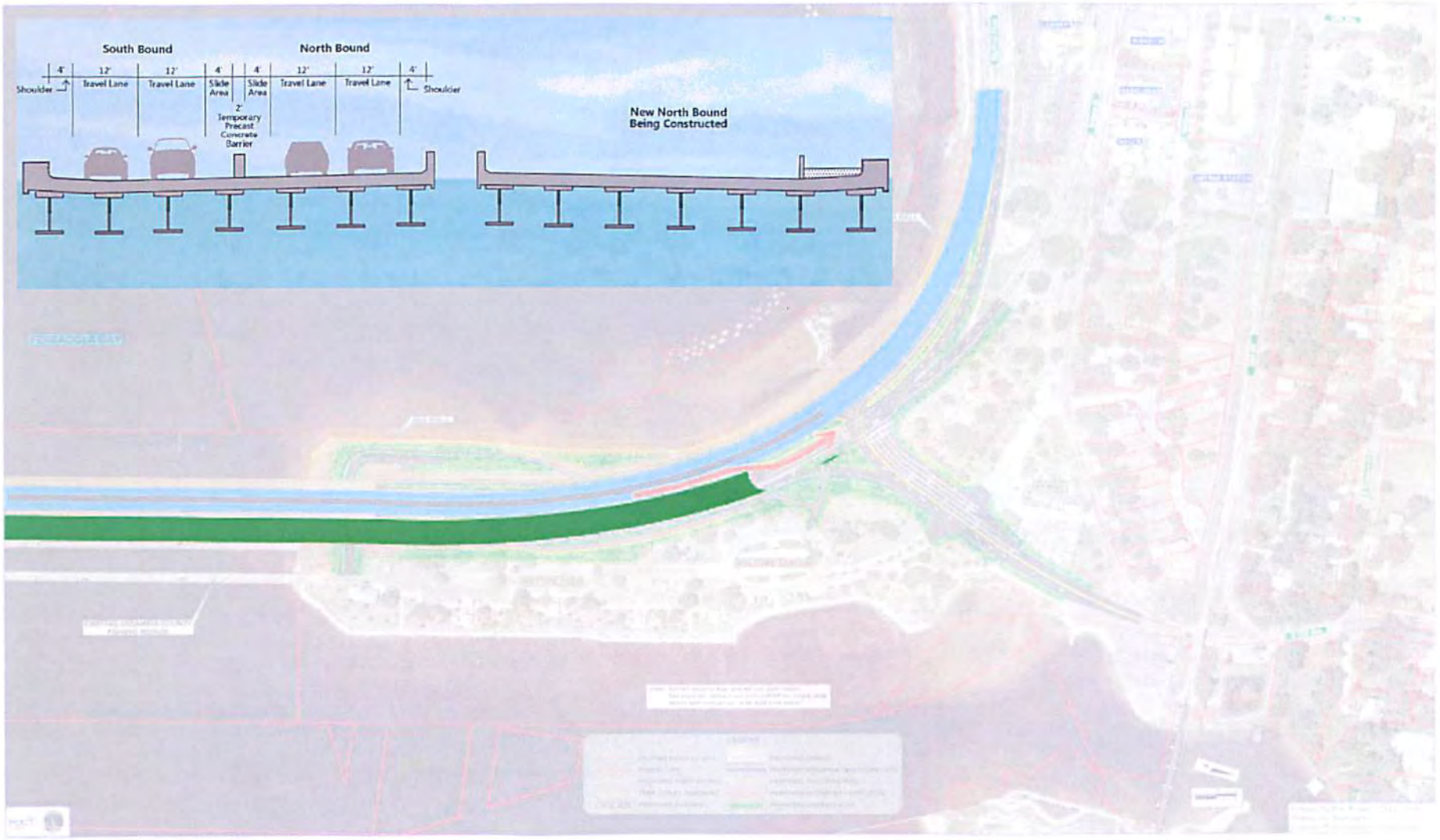


- Construct new southbound structure and roadway surface (no barrier for shared use path)
- Install precast concrete barrier in center of new southbound structure for two-way traffic
- Shift northbound traffic from new southbound structure (maintain 35 mph design speed)

Pensacola Stage 2-A

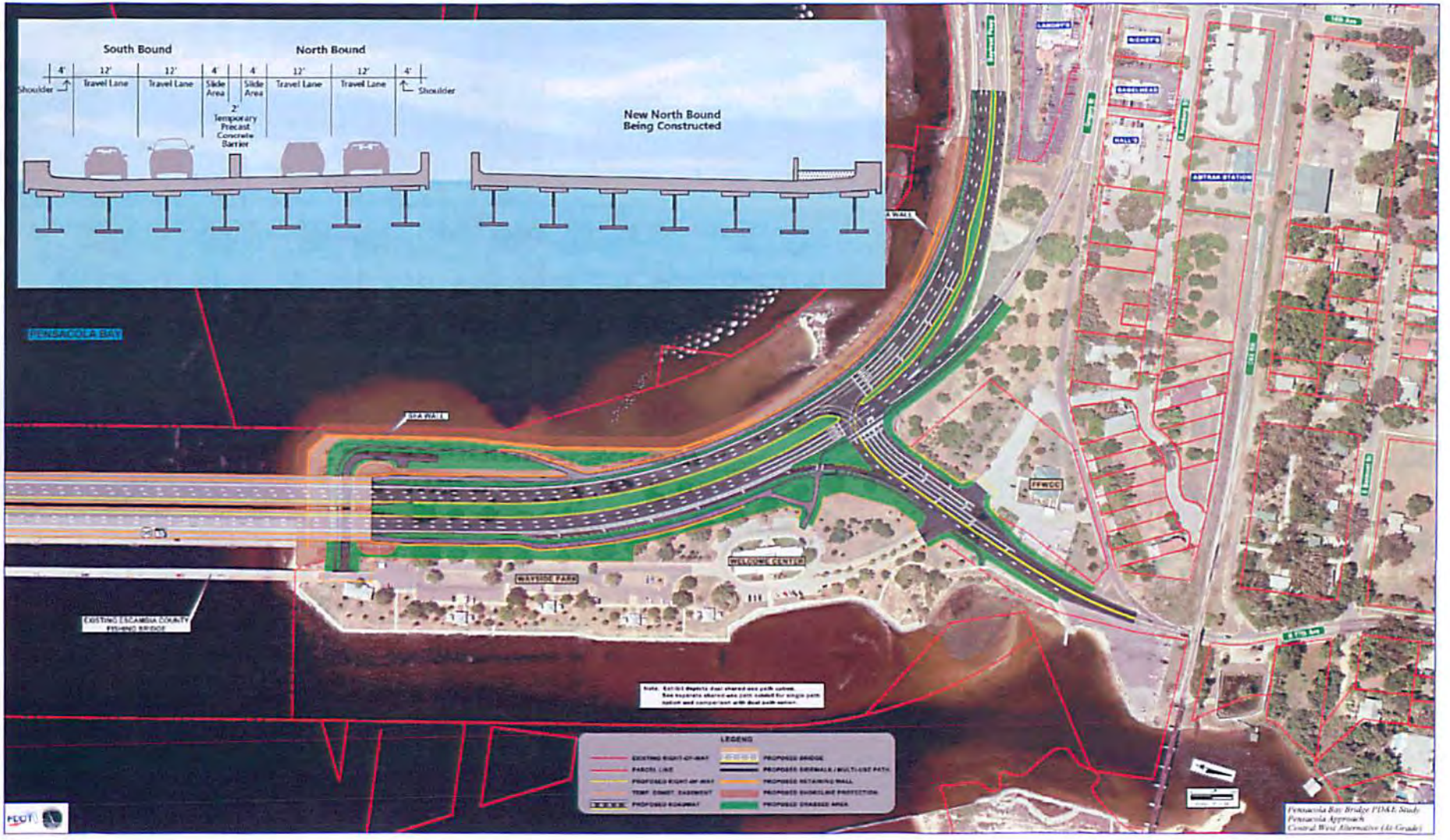
- Demolish existing bridge

Pensacola Stage 2-B



- Demolish existing bridge
- Construct new northbound structure and final northbound roadway surface

Pensacola Stage 3-A

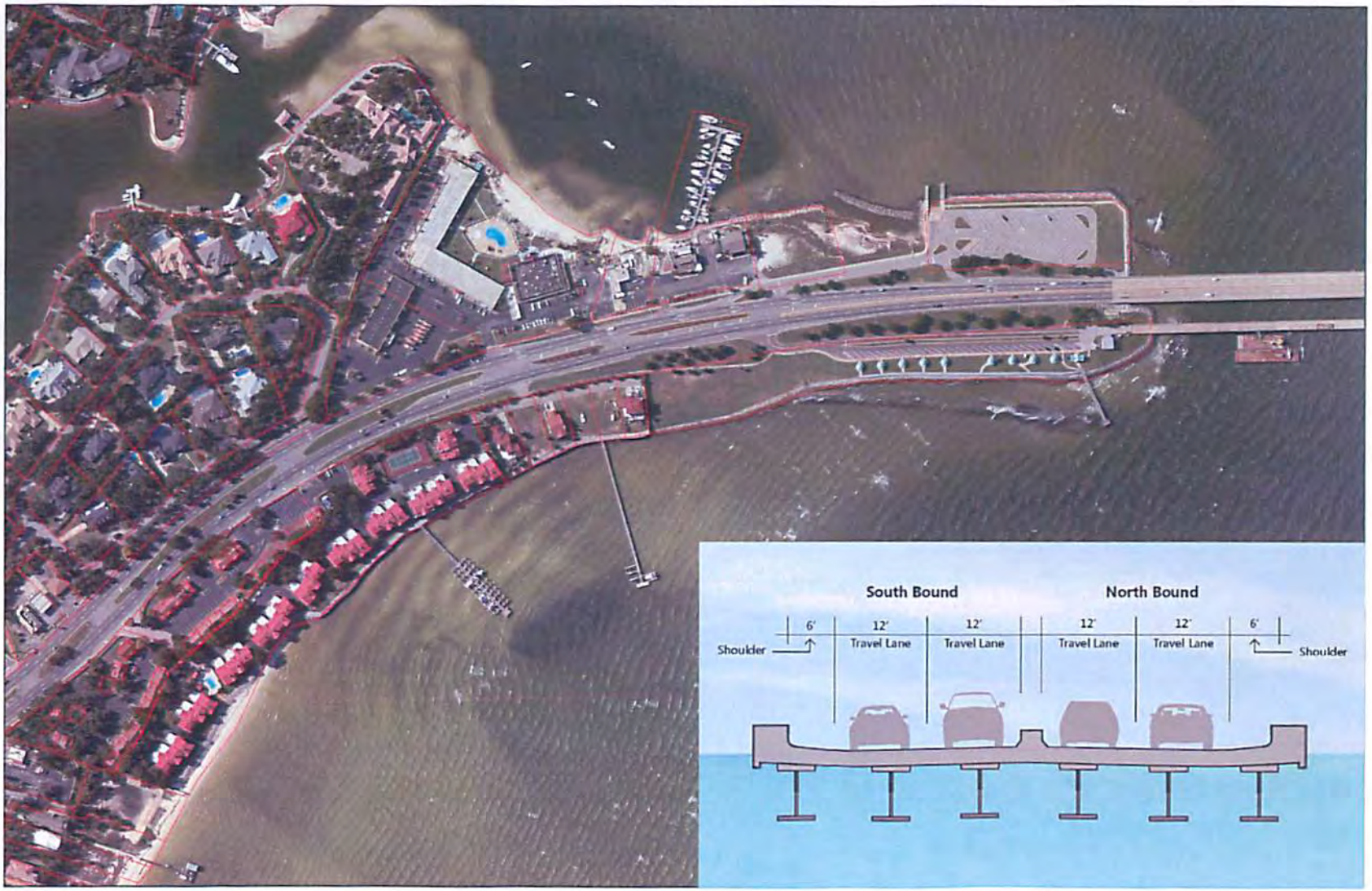


- Northbound structure completed

Pensacola Stage 3-B

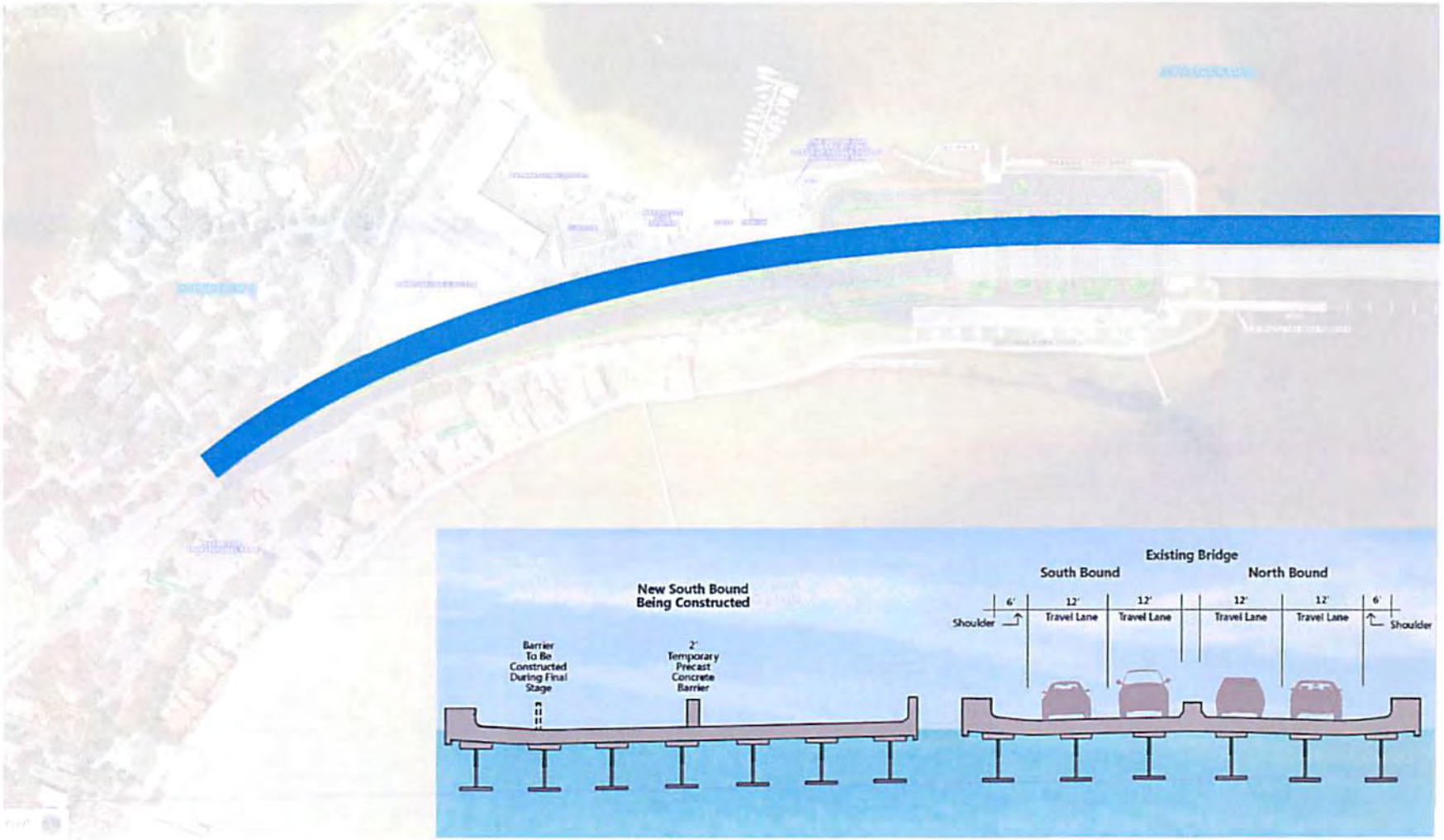
- Northbound structure completed
- Shift southbound traffic to occupy three lanes
- Construct barrier between southbound right shoulder and shared use path

Gulf Breeze Landing: Existing Conditions



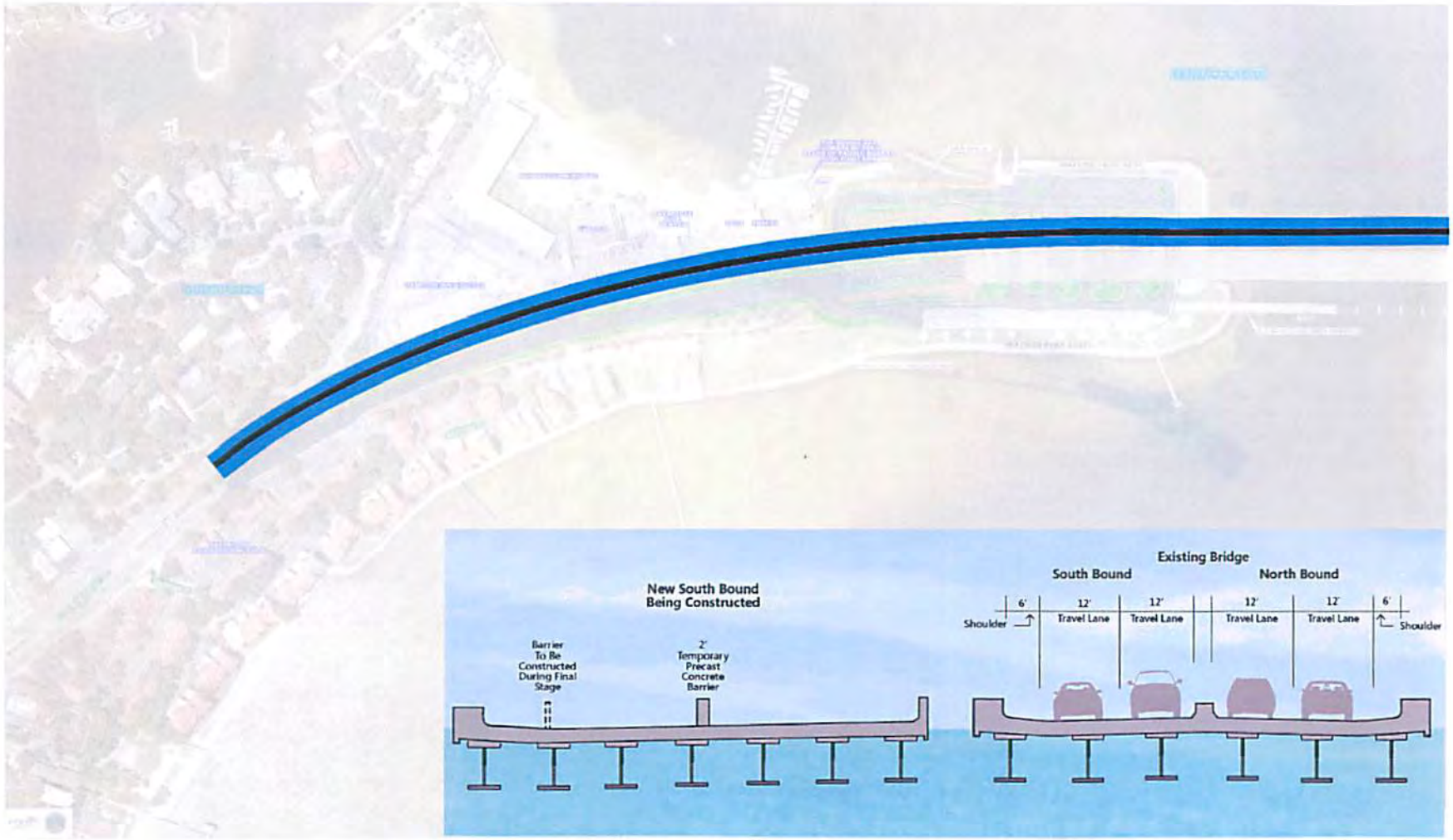
Proposed Final Conditions

Gulf Breeze Stage 1-A



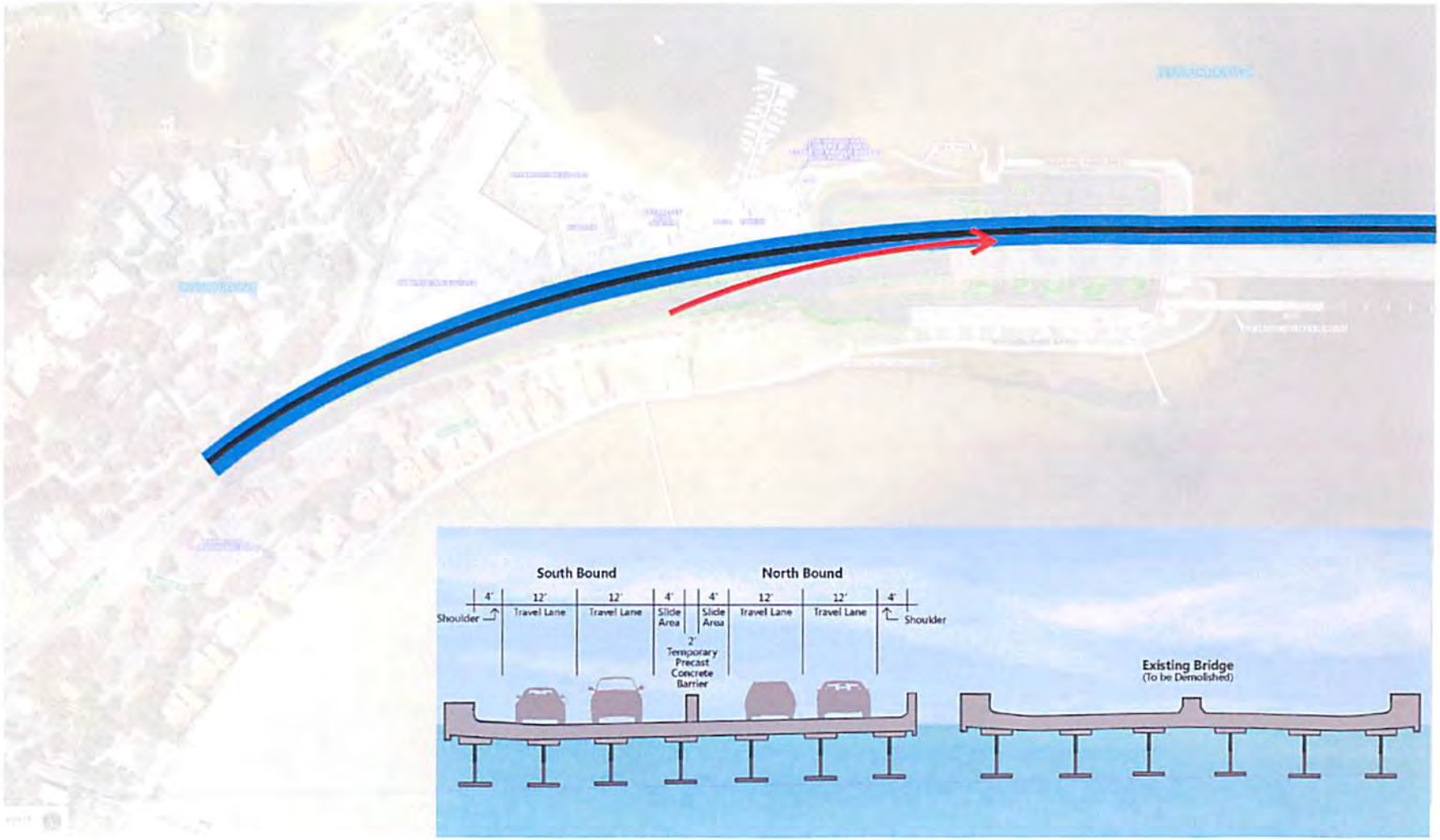
- Construct new southbound structure and roadway surface (no barrier for shared use path)

Gulf Breeze Stage 1-B



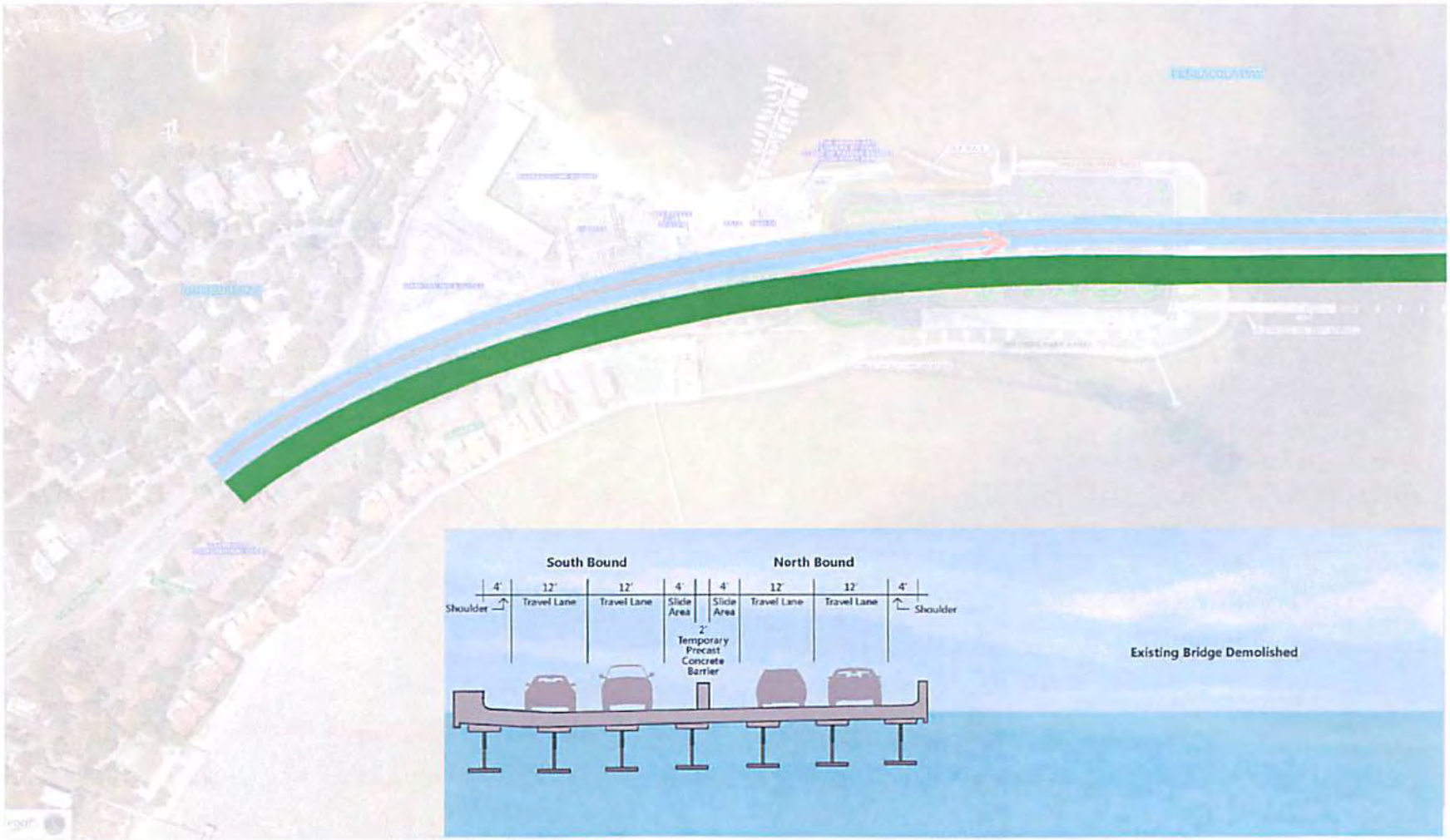
- Construct new southbound structure and roadway surface (no barrier for shared use path)
- Install precast concrete barrier in center of new southbound structure for two-way traffic

Gulf Breeze Stage 1-C



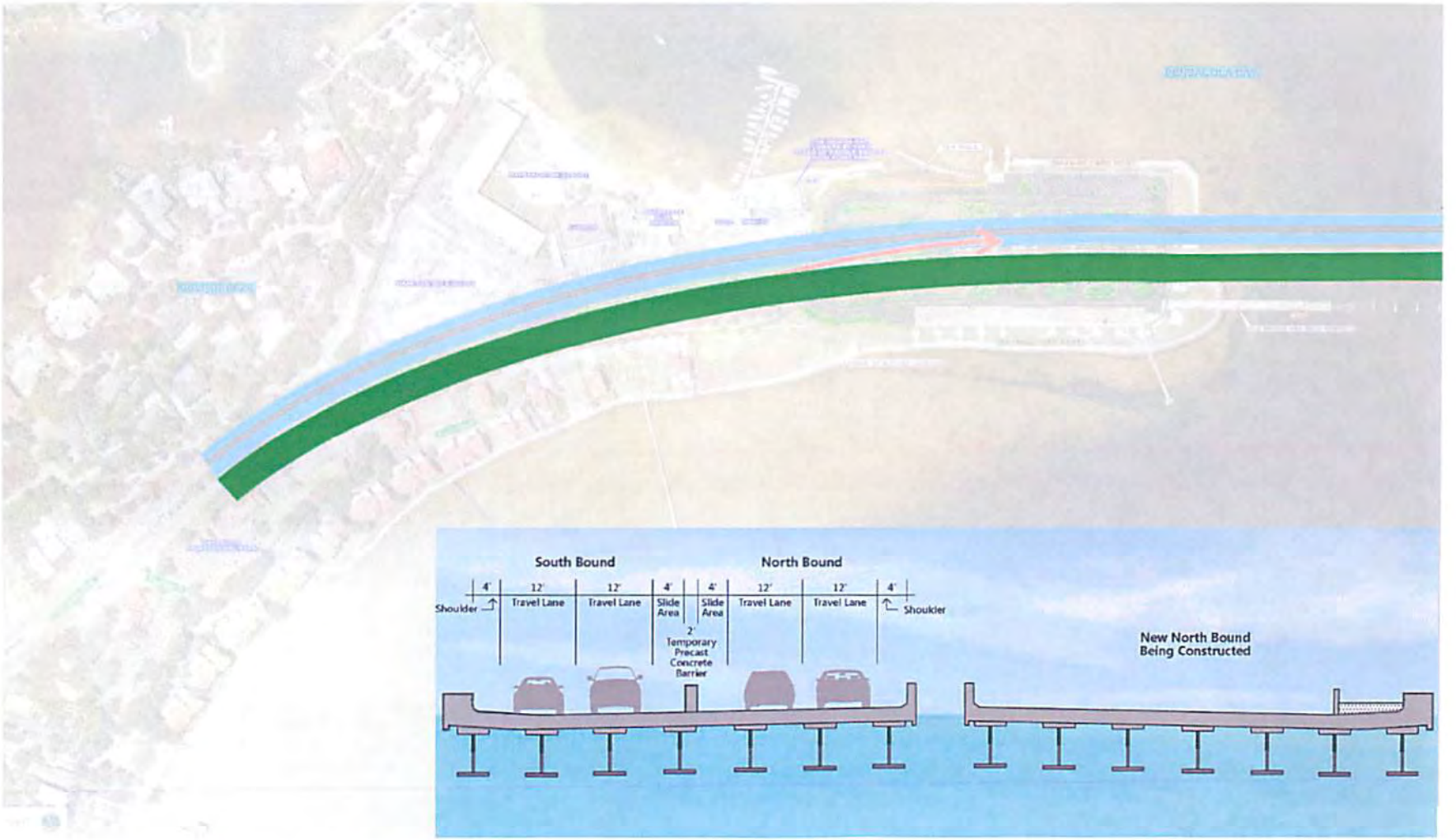
- Construct new southbound structure and roadway surface (no barrier for shared use path)
- Install precast concrete barrier in center of new southbound structure for two-way traffic
- Shift northbound traffic onto new southbound structure (45 mph design speed)

Gulf Breeze Stage 2-A



- Demolish existing bridge

Gulf Breeze Stage 2-B

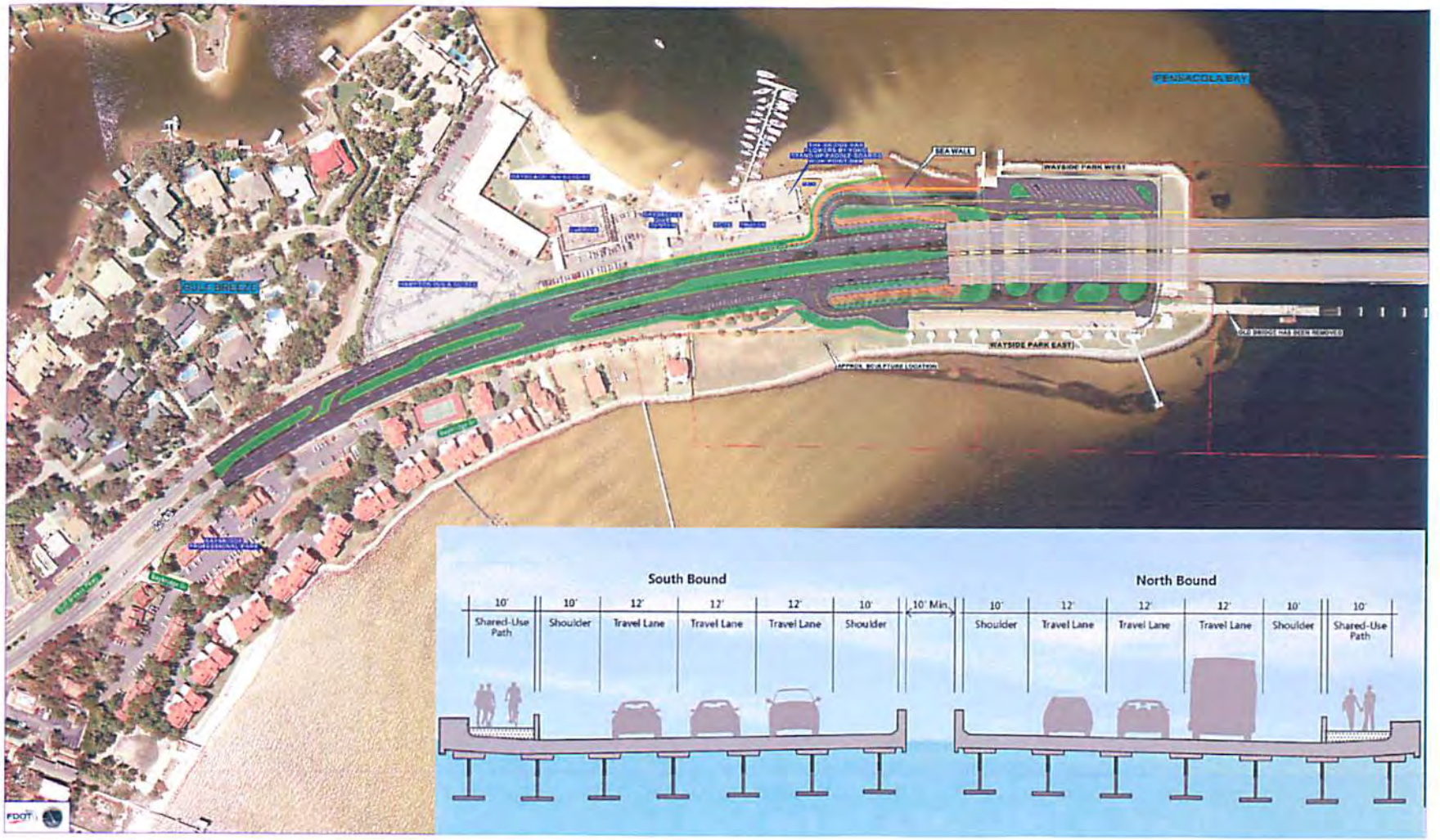


- Demolish existing bridge
- Construct new northbound structure and final northbound roadway surface

Gulf Breeze Stage 3-A

- Northbound structure completed

Gulf Breeze Stage 3-B



- Northbound structure completed
- Shift southbound traffic to occupy three lanes
- Construct barrier between southbound right shoulder and shared use path

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7926 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Contract Extension for PD 11-12.028, Uniform Rental Service Contract
From: David Wheeler, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Extension on the Uniform Rental Service Contract - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action on the Uniform Rental Service Contract, PD 11-12.028:

A. Approve the first 12-month Contract extension, effective July 13, 2015, to Unifirst Corporation;

B. Authorize the Chairman to sign all related documents.

[Funding: Fund 001, General Fund, Maintenance Cost Center 210602, Object Code 54401; Fund 401, Solid Waste, Cost Centers 230301, 230304, 230306, 230307, & 230314, Object Code 54401; Fund 001, General Fund, Animal Shelter, Cost Center 320501, Object Code 54401; and Fund 001, General Fund, Mosquito and Arthropod Control, Cost Center 220701, Object Code 54401]

BACKGROUND:

On July 12, 2012 the Board awarded the Uniform Rental Service Contract, PD 11-12.028 to Unifirst Corporation for a period of 36 months, effective July 12, 2012, with an option to extend for two additional 12-month periods for a total of 60 months. The contract expires on July 12, 2015, and the contract manager is requesting to exercise the first 12-month extension. Unifirst Corporation has agreed to offer the same terms and conditions with no price increase.

The Board has requested that contract extensions be taken back to the Board for approval.

BUDGETARY IMPACT:

[Funding: Fund 001, General Fund, Maintenance Cost Center 210602, Object Code 54401; Fund 401, Solid Waste, Cost Centers 230301, 230304, 230306, 230307, & 230314, Object Code 54401; Fund 001, General Fund, Animal Shelter, Cost Center 320501, Object Code 54401; and Fund 001, General Fund, Mosquito and Arthropod Control, Cost Center 220701, Object Code 54401]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the code of Ordinances of Escambia, FL 1999, Chapter 46, Fiannce, Article II, Purchase and Contracts. The Board has request that contract extensions be taken back to the Board for approval.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Unifirst Renewal

BCC - Contract Approval July 2012

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE § 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
TELEFAX (850) 595-4805
http://www.co.escambia.fl.us/purchasing

CLAUDIA SIMMONS
Chief, Purchasing

March 4, 2015

RE: CONTRACT RENEWAL Specification PD 11-028, "Uniform Rental Service, for Escambia County".

Elizabeth Schneider, Bid Coordinator
Unifirst Corporation
5237 Halls Mill Road, Bldg – Q
Mobile, Alabama 36619

Dear Ms. Schneider:
The Contract Agreement, Uniform Rental Services, Solicitation Bid, PD 11-12.028, has been successfully executed by both Parties, for the past Thirty-six (36) months.

Escambia County, is presently requesting to Extend the present Contract Agreement for an additional Twelve (12) month period for a total of forth-eight (48) months, upon the mutual agreement of Both Parties with the original Terms of the Agreement. The current awarded period on above referenced contract is due to expire on July 12, 2015.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested, or not on extending the contract for **(twelve (12) months)**. I will need the signed letter (original) by returned by mail, and email, not later than 4:00 p.m., CDT, June 15, 2015.

If you have any questions, please feel free to call Lester L. Boyd **at 595-4944 (fax: 595-4805).**

Sincerely,

Lester L. Boyd
Purchasing Specialist
LLB/llb

Cc: All BOCC Departments Concerned:

I want to extend the current contract **PD 11-12.028, "Uniform Rental Services Contract ", for Escambia County** for an additional **(twelve (12) months period** at the same terms and conditions.

✓ Yes ___ No _____ 3/4/15
Signature Date

E.H. SCHNEIDER — SALES MANAGER
Printed Name of Signer — Title of Signer

Comments: _____

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-20. Approval of Various Consent Agenda Items

Motion made by Commissioner Valentino, seconded by Commissioner Young, and carried 4-0, with Commissioner White absent, approving Consent Agenda Items 1 through 20, as follows, as amended to correct the Cost Center in Item 6 from 210406 to 210602:

1. Approving Budget Amendment Request #187, Court Administration, Article V Fund (115), in the amount of $8,103, to cover an increase in personnel funding for a new Administrative Assistant position using the Court's Local Options funds, to support the cost of the position and the elimination of a funded Student position in the current Fiscal Year 2011-2012.

2. Approving Budget Amendment Request #190, Mosquito and Arthropod Control Fund (106), in the amount of $18,192, to appropriate additional personnel funds due to extra spraying around Escambia County and Pensacola Beach, as a result of the June 2012 flood event.

3. Adopting the Resolution *(R2012-96)* approving Supplemental Budget Amendment #191, Other Grants and Projects Fund (110) and the General Fund (001), in the amount of $49,493, to recognize proceeds from an Agreement between Workforce Escarosa, Inc., and Escambia County Board of County Commissioners, and to appropriate these funds for the Supplemental Nutrition Assistance Program.

4. Adopting the Resolution *(R2012-97)* approving Supplemental Budget Amendment #193, Other Grants and Projects Fund (110), in the amount of $32,145, to recognize the State Aid to Libraries Grant funds from the State of Florida, and to appropriate these funds for the local Library System.

5. Awarding Contract PD 11-12.019, for Real Estate Brokerage Services, to Sell Florida Homes, Inc., with the commission for all properties at 3% of the purchase price or a $500 minimum flat fee, whichever is greater, payable at closing, per the terms and conditions of the Brokerage Services Agreement, and authorizing the Chairman to sign all related documents (Funding: Fund 151, Community Redevelopment Agency, Cost Centers 220102 and 220515, LOST Project #08NE0058, Object Code 53101).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

6. Authorizing the County to piggyback off the State of Florida Term Contract #071-000-12-1, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and awarding a Purchase Order for three 2012 Ford F-250 pickup trucks and one 2012 Ford F-350 pickup truck, for the Facilities Management Branch, in accordance with the specifications of PD 11-12.040, to Hub City Ford Mercury, Inc., d/b/a Hub City Ford, Inc., in the amount of $125,398.20 (Funding: Fund 001, General Fund, Cost Center 210602, Object Code 56401).

7. Awarding the Uniform Rental Service Contract, PD 11-12.028, to UniFirst Corporation, for a period of 36 months, with the effective date of July 12, 2012, and extending through to August 1, 2015, with an option to extend for two 12-month periods, as required by the Facilities Management Branch and other Divisions/Departments, for an annual amount of $64,000, and authorizing the Chairman to sign all related documents (Funding: Fund 001, General Fund, Maintenance Cost Center 210602, Object Code 54401; Fund 401, Solid Waste, Cost Centers 230301, 230304, 230306, 230307, and 230314, Object Code 54401; Fund 001, General Fund, Animal Shelter, Cost Center 320501, Object Code 54401; and Fund 001, General Fund, Mosquito and Arthropod Control, Cost Center 220701, Object Code 54401).

8. Awarding an Indefinite Quantity, Indefinite Delivery Contract, PD 11-12.033, "Jernigan Road Safety Upgrades," to Roads, Inc., of NWF, for a total amount of $1,026,026 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project No. 08EN0045).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8030 **County Administrator's Report 13. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Cancellation of Residential Rehab Grant Program Liens
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Three Residential Rehab Grant Program Liens - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the following April 23, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellation of three Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner	Address	Amount
Kenneth and Maureen Horton	111 Lakewood Road	$1,209
Prenecker and Marie L. Jackson	109 Lakewood Road	$1,287
Eva Roberts	3205 West Lee Street	$3,730

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Community and Environment Department/Community Redevelopment Agency (CED/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellations.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owner.

Attachments

K&MHorton-April2015
P&MJackson-April2015
Roberts-April 2015

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,209**, executed by **Kenneth and Maureen Horton** and recorded in Official Record Book **7150** at pages **994-995**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/22/15

ESCAMBIA COUNTY
CLERK'S ORIGINAL
1/10/2014 CAR II-5

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014020635 03/26/2014 at 03:55 PM
OFF REC BK: 7150 PG: 994 - 995 Doc Type: L
RECORDING: $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Kenneth and Maureen Horton	**111 Lakewood Road Pensacola, FL 32507**	**59-2S-30-1000-030-001**

Total Amount of Lien **$1,209**

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

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

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

Verified By: Ottawa
Date: 1/21/2014

For Recipient(s):

Kenneth Horton, Property Owner

Maureen Horton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2014 by Kenneth Horton, Property Owner. He (__) is personally known to me or (✓) has produced H635 388.0 as identification.

The foregoing instrument was acknowledged before me this 11th day of December, 2014 by Maureen Horton, Property Owner. She (__) is personally known to me or (✓) has produced H635 713-0 as identification.

Signature of Notary Public

(Notary Seal) ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Lumon J. May, Chairman

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

SEAL

Deputy Clerk

Date Executed: 1-16-2014

BCC Approved: 01-16-2014

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/5/13

Barrancas District

111 Lakewood Road

Sanitary Sewer Connection

Total $2,318

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,287**, executed by **Prenecker and Marie L. Jackson** and recorded in Official Record Book **7241** at pages **971-972**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/27/15

Escambia County
Clerk's Original
09/25/2014 / CARII-27

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Prenecker and Marie L. Jackson	**109 Lakewood Road Pensacola, FL 32507**	**59-2S-30-1000-040-001**

Date: 09/29/2014 Verified By: NA Cuff

Total Amount of Lien **$1,287**

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

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

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014075536 10/13/2014 at 12:33 PM
OFF REC BK: 7241 PG: 971 - 972 Doc Type L
RECORDING: $18.50

For Recipient(s):

Prenecker Jackson

Prenecker Jackson, Property Owner

Marie L Jackson

Marie L. Jackson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of August, 2014 by Prenecker Jackson, Property Owner. He (__) is personally known to me or (X) has produced FLDL J250-- 361-0 as identification.

The foregoing instrument was acknowledged before me this 5th day of August, 2014 by Marie L. Jackson, Property Owner. She (__) is personally known to me or (X) has produced FLDL J250 ... 799-0 as identification.

Signature of Notary Public

Zakkiyyah Osuigwe

Printed Name of Notary Public

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

For: **Board of County Commissioners of Escambia County**

By: Lumon J May

Lumon J. May, Chairman

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

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

By: Norma Autere Clerk
Deputy Clerk

Date Executed: 09/26/2014

BCC Approved: 09-25-2014

Approved as to form and legal sufficiency.

By/Title: Kathleen Hett

Date: 8/4/14

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before

Barrancas District

109 Lakewood Road.

Sanitary Sewer Connection

Total $2,575

After

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,730**, executed by **Eva Roberts** and recorded in Official Record Book **7149** at pages **246-247**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/23/15

ESCAMBIA COUNTY
CLERK'S ORIGINAL
1/16/2014 CAR II-10

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 201401969 1 03:24:2014 at 04 03 PM
OFF REC BK. 7149 PG 246 - 247 Doc Type. L
RECORDING: $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Eva Roberts	**3205 W. Lee Street Pensacola, FL 32507**	**33-2S-30-3301-002-269**

Total Amount of Lien **$3,730**

Verified By: Date: 1/21/2014

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

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

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

For Recipient:

Eva Roberts, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of December, 2013 by Eva Roberts, Property Owner. She (__) is personally known to me or (N) has produced FLDL R163-451-1 as identification.

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

(Notary Seal)

Signature of Notary Public

Zakkiyyah Q Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: **Lumon J. May, Chairman**

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

SEAL

By: Doris Harris
Deputy Clerk

Date Executed: 1-16-2014

BCC Approved: 01-16-2014

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Legal Asst
Date: 12/17/13

Brownsville District

3205 W Lee St.

Electrical Rewiring

Total $2,260

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8029 **County Administrator's Report 13. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the following April 23, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the four Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Linda Y. Kennedy, the owner of residential property located at 410 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $3,700, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for roof replacement;

2. The Agreements between Escambia County CRA and Phillip McAdams and Viola Loveless, the owners of residential property located at 1301 Dexter Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $3,847 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install new windows;

3. The Agreements between Escambia County CRA and Tracey Verge, the owner of residential property located at 203 Baublits Drive, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $4,680 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to install new windows and electrical rewiring; and

4. The Agreements between Escambia County CRA and Willie Mae West, the owner of

residential property located at 114 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $1,850 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a new roof; and

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

BACKGROUND:

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to promote private investment which will upgrade the appearance, property values, and economic activity on selected commercial corridors and residential properties. A rendering of each project is attached.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows

1. Linda Y. Kennedy, Warrington TIF, Cost Center 220516, in the amount of $3,700
2. Phillip McAdams and Viola Loveless, Barrancas TIF, Cost Center 220519, in the amount of $3,847
3. Tracey Verge, Warrington TIF, Cost Center 220516, in the amount of $4,680
4. Willie Mae West, Barrancas TIF, Cost Center 220519, in the amount of $1,850

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreements-L.Kennedy-April2015

Agreements-McAadams&Loveless-April2015
Agreements-T.Verge-April
Agreements-W.West-April2015

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **23rd** day of **April 2015,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Linda Y Kennedy,** (the "Recipient"), owner of residential property located at **410 S 1st Street,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$3,700**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,700**, which shall be comprised of a cash contribution of **$3,700**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **23rd day** of **April 2015**, and the Project shall be complete on or before the **23rd** day of **July 2015**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Linda Y Kennedy
410 S 1st Street
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/31/15

For: Board of County Commissioners of Escambia County

By: _____

Steven Barry, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Linda Y Kennedy

Linda Y Kennedy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of April, 2015 by Linda Y Kennedy, Property Owner. She (✓) is personally known to me or (___) has produced _____ as identification.

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

(Notarial Seal)

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Linda Y Kennedy**
Property Address: **410 S 1st Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replace Roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Linda Y Kennedy	**410 S 1st Street Pensacola, FL 32507**	**51-2S-30-7062-024-034**

Total Amount of Lien **$3,700**

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

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

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

For Recipient:

Linda Y Kennedy

Linda Y Kennedy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of April, 2015 by Linda Y Kennedy, Property Owner. She (✓) is personally known to me or (___) has produced _____ as identification.

_____
Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/31/15

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Replace Roof

410 S 1st Street – Linda Y. Kennedy

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **23rd** day of **April 2015,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Phillip McAdams and Viola Loveless,** (the "Recipient(s)"), owner of residential property located at **1301 Dexter Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$3,847**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,847**, which shall be comprised of a cash contribution of **$3,847.**

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **23rd** day of **April 2015**, and the Project shall be complete on or before the **23rd** day of **July 2015**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Zakkiyyah Osuigwe, Dev. Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Phillip McAdams and Viola Loveless
1301Dexter Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: Kalleyl ACA

Date: 3/4/15

For: Board of County Commissioners of Escambia County

By: _____

Steven Barry, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

_____
Phillip McAdams, Property Owner

_____
Viola Loveless, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of March, 2015 by Phillip McAdams, Property Owner. He (__) is personally known to me or (X) has produced FLDLM235 108-0 as identification.

The foregoing instrument was acknowledged before me this 5th day of March, 2015 by Viola Loveless, Property Owner. She (__) is personally known to me or (X) has produced FLDLL142-517-0 as identification.

(Notary Seal)

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

_____
Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Phillip McAdams and Viola Loveless**
Property Address: **1301 Dexter Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Install New Windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Phillip McAdams and Viola Loveless	**1301 Dexter Avenue Pensacola, FL 32507**	**50-2S-30-5000-001-007**

Total Amount of Lien **$3,847**

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

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

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

For Recipient(s):

Phillip McAdams, Property Owner

Viola Loveless, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of March, 2015 by Phillip McAdams, Property Owner. He (__) is personally known to me or (X) has produced FLDL M236-108-0 as identification.

The foregoing instrument was acknowledged before me this 5th day of March, 2015 by Viola Loveless, Property Owner. She (__) is personally known to me or (X) has produced FLDL L142-517-0 as identification.

(Notary Seal)

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/24/15

Install New Windows

1301 Dexter Avenue – Phillip McAdams and Viola Loveless

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **23rd** day of **April 2015,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Tracey Verge,** (the "Recipient"), owner of residential property located at **203 Baublits Drive,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$4,680**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$4,680**, which shall be comprised of a cash contribution of **$4,680**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **23rd day** of **April 2015**, and the Project shall be complete on or before the **23rd** day of **July 2015**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Tracey Verge
203 Baublits Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: Assistant County Attorney
Date: 3/30/15

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Tracey Verge, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of March, 2015 by Tracey Verge, Property Owner. She (__) is personally known to me or (X) has produced Drivers Lic as identification.

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017
Notary Seal

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Tracey Verge**
Property Address: **203 Baublits Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Install new windows and electrical rewiring.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Tracey Verge	**203 Baublits Drive Pensacola, FL 32507**	**50-2S-30-6090-360-018**

Total Amount of Lien **$4,680**

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

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

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

For Recipient:

Tracy Verge

Tracey Verge, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of March, 2015 by Tracey Verge, Property Owner. She (__) is personally known to me or (✓) has produced Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

Notary Seal

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____

Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/30/15

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Install New Windows and Electrical rewiring

203 Baublits Drive – Tracey Verge

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **23rd** day of **April 2015,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Willie Mae West,** (the "Recipient"), owner of residential property located at **114 Milton Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$1,850**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$1,850**, which shall be comprised of a cash contribution of **$1,850**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **23rd** day of **April 2015**, and the Project shall be complete on or before the **23rd** day of **July 2015**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Willie Mae West
114 Milton Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/17/15

For: Board of County Commissioners of Escambia County

By: _____

Steven Barry, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Willie Mae West

Willie Mae West, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of March, 2015 by Willie Mae West, Property Owner. She (__) is personally known to me or (X) has produced FLDLW230-839-0 as identification.

NOTARY PUBLIC STATE OF FLORIDA
ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

(Notary Seal)

_____
Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Willie Mae West**
Property Address: **114 Milton Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Install a new roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Willie Mae West	**114 Milton Road** **Pensacola, FL 32507**	**50-2S-30-5012-018-027**

Total Amount of Lien **$1,850**

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

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

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

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Willie Mae West

Willie Mae West, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of March, 2015 by Willie Mae West, Property Owner. She (__) is personally known to me or (X) has produced FL DL W230...839-0 as identification.

NOTARY PUBLIC STATE OF FLORIDA
ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

(Notary Seal)

Signature of Notary Public

Zakkiyyah Osuigwe

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/17/15

Replace Roof

114 Milton Road – Willie Mae West

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8031 **County Administrator's Report 13. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Commercial Sign Grant Program Funding Agreement for 1611 North Pace Boulevard, Suite C
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 1611 North Pace Boulevard, Suite "C" - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the following April 23, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 1611 North Pace Boulevard, Suite "C," Pensacola, Florida:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Thong Tran, owner of commercial property located at 1611 North Pace Boulevard, Suite "C," Pensacola, Florida, in the Brownsville Redevelopment District, in the amount of $971, representing an in-kind match through the CRA Brownsville TIF, Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Division (NED) 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, to install new signs; and

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

BACKGROUND:

On April 23, 2015, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Thong Tran. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the CRA Brownsville, Fund 151, Cost Center 220515, Object Code 58301, and/or NED 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community and Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

ThongTran-April 2015

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL SIGN GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **23rd** day of **April 2015,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Thong Tran,** (the "Recipient"), owner of commercial property located at **1611 North Pace Boulevard, Suite C,** Pensacola, Florida, **32505**.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Sign Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. Commercial Sign Grant Program: The CRA awards to the Recipient a Program Grant in the maximum amount of **$971**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I,** which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$971,** which shall be comprised of a cash contribution of **$971.**

4. Project: The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **23rd** day of **April 2015**, and the Project shall be complete on or before the **23rd** day of **July 2015,** (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant the extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:
Thong Tran
1611 North Pace Blvd., Suite C
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Escambia County
Board of County Commissioners

Approved as to form and legal sufficiency.

By/Title: KM/ACA

Date: 4/7/15

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient:

_____
Thong Tran, Tenant

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of April 2015 by Thong Tran, Tenant. She (__) is personally known to me or (✓) has produced _____ _____ as identification.

(Notary Seal)

MAXWELL ROGERS
Commission # FF 247771
My Commission Expires
December 18, 2017

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

COMMERCIAL SIGN GRANT PROJECT

Property Owner: **Thong Tran**
Property Address: **1611 North Pace Boulevard, Suite C, Pensacola, FL 32505**

The "Project" includes the following improvements to the above referenced property:

Install new signs

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Install New Signs

1611 N. Pace Blvd. Suite C – Thong Tran

DATE 3-16-15 GRAPHIC DESIGNER WTM

This drawing is an original. It must not be copied, altered or transferred by any method and remains the sole property of George Markham & Sons Signs.

2

George MARKHAM & SONS
433-3032 OVER 200 YEARS OF KNOW HOW 438-4529
1401 BARRANCAS AVE AT "C" PENSACOLA, FL 32501

DUE TO LIMITATIONS OF THE PAPER AND INK PRINTING PROCESS, THIS ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN INK, VINYL OR PAINT.

APPROVAL SIGNATURE _____

APPROVAL DATE _____

DATE GRAPHIC DESIGNER

This drawing is an original. It must not be copied, altered or transferred by any method and remains the sole property of George Markham & Sons Signs.

DUE TO LIMITATIONS OF THE PAPER AND INK PRINTING PROCESS, THIS ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN INK, VINYL OR PAINT.

George MARKHAM & SONS
433-3032 OVER 200 YEARS OF KNOW HOW 438-4529
1401 BARRANCAS AVE AT "G" PENSACOLA, FL 32501

APPROVAL SIGNATURE _____

APPROVAL DATE _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8009 **County Administrator's Report 13. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Contractual Services Agreement with FL Dept of Agriculture & Consumer Services to Treat Infestations of Cogongrass
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Contractual Services Agreement with the Florida Department of Agriculture and Consumer Services to Treat Infestations of Cogongrass - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Contractual Services Agreement with the Florida Department of Agriculture and Consumer Services (FDACS) to treat infestations of cogongrass:

A. Approve the Contractual Services Agreement with the FDACS;

B. Authorize the Chairman to sign the Contractual Services Agreement; and

C. Authorize the Chairman to sign any subsequent Agreement-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board.

[Funding Source: Fund 110, Other Grants and Projects, Cost Center to be established at the time of a Supplemental Budget Amendment]

BACKGROUND:

The Florida Forest Service (FFS) under the Department of Agriculture and Consumer Services (FDACS) has a grant program offered to counties for the treatment of invasive species, specifically cogongrass, as identified in Escambia County. The Contractual Services Agreement provides for reimbursement to the County of up to $6,184 for the purchase of spray equipment, herbicide, personal protection equipment (PPE) and a trailer for transporting equipment. The County's match is covered in terms of man hours for systematic spraying in identified areas by two staff members.

BUDGETARY IMPACT:

Fund 110, Other Grants and Projects, Cost Center to be Established at the time of Supplemental Budget Amendment

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Existing personnel from the Community & Environment Department's Natural Resources Conservation Division will be responsible for meeting terms of the Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy Section II.A. requires approval of Agreements.

IMPLEMENTATION/COORDINATION:

Community & Environment Department staff will coordinate, as needed, with FDACS and FFS to implement the terms of the Agreement.

Attachments

ContractualSvcsAgrmt 021955

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FDACS CONTRACT # 021955

CONTRACTUAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, the DEPARTMENT, and Escambia County Board of County Commissioners, the CONTRACTOR.

CONTRACT PERIOD: Upon execution through December 31,2015.

The CONTRACTOR agrees to provide the following services including the tasks required to be performed: Funding will be used to purchase supplies and equipment needed to treat infestations of cogongrass (Imperata cylindrica) on lands managed by the County, including rights-of-way. The CONTRACTOR will purchase these items, spray cogongrass infestations with herbicide, and maintain records of the size of treated locations and the value of the labor performed.

The CONTRACTOR must provide the following quantifiable, measureable, and verifiable units of Deliverables (Deliverable) which must be received and accepted in writing by the Contract Manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

The CONTRACTOR will provide receipts and invoices on a quarterly basis for the systematic treatment of cogongrass tracts along roadways. These invoices will show labor hours as well as estimated acreage treated.

Intellectual property is subject to the following additional provisions:

A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the CONTRACTOR nor any individual employed under this contract shall have any proprietary interest in the product.

B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.

C. In the event it is determined as a matter of law that any such work is not a "work for hire," CONTRACTOR shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

D. The foregoing shall not apply to any preexisting software, or other work of authorship used by CONTRACTOR to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by CONTRACTOR pursuant to a previous Contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

The DEPARTMENT agrees to provide the following services: Reimbursement of cost of equipment and supplies needed to conduct cogongrass treatment activities, as listed in attached budget.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 70151500.

The DEPARTMENT will pay the CONTRACTOR in arrears as follows: Up to $6,184.00 for equipment and materials as specified in Exhibit 2(Project Scope and Budget,incorporated by reference and attached hereto), for the purpose of treating cogongrass infestations. Each claim shall consist of an invoice with incurred costs, itemized by expense categories accompanied by sufficient back up documentation such as receipts invoices, or cancelled checks.

Bills for any travel expenses shall not be authorized.

Bills for services shall be submitted to the DEPARTMENT at Florida Forest Service, 1911 SW 34th St., Gainesville, FL 32608 Attention: Jeffrey Eickwort, in detail sufficient for a proper pre-audit and post-audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent.

Transaction Fee: CONTRACTOR shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., and any rules implementing section 287.057, F.S.

Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

The DEPARTMENT may make partial payments to the CONTRACTOR upon partial delivery of services when a request for such partial payment is made by the CONTRACTOR and approved by the DEPARTMENT.

This contract may be cancelled by either party giving 90 days written notice.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the CONTRACTOR to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the

CONTRACTOR the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.

B. Disallow all or part of the cost of the services not in compliance.

C. Wholly or partly suspend or terminate this contract.

The DEPARTMENT shall have the right of unilateral cancellation for refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material made or received by the CONTRACTOR in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and
s. 119.07(1), Florida Statutes.

The CONTRACTOR must:

A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT provides the records and at a cost that does not exceed the cost provided by the law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the CONTRACTOR. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the CONTRACTOR. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3), Florida Statutes, may not be renewed.

It is mutually understood and agreed that this contract is:

A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.

B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through L are not applicable to procurement contracts used to buy goods or services from vendors, but are only applicable to a CONTRACTOR subject to the Florida Single Audit Act.

A. There are uniform state audit requirements for state financial assistance provided by state agencies to

Nonstate entities to carry out state projects in accordance with and subject to requirements of Section 215.97, Florida Statutes (F.S.), which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.

B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through this Department resource by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from this Department resource, other state agencies, and other Nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a Nonstate entity for Federal program matching requirements.

C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

D. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.

E. If the Recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the Nonstate entity does not meet the threshold requiring the state single audit, such Nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the Recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from the Nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).

F. Each state awarding agency shall:

(1) Provide to a Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.

(2) Require the Recipient, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.

(3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.

(4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the Nonstate entities'

financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

(a) The Department of Agriculture
and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

(b) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

G. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with 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. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

I. The Recipient shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures (DFS).

J. The Recipient agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.

K. The Recipient agrees that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

L. In accordance with Section 215.971, F.S., for 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, the agreement shall include:

   a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and

   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 must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

The following provisions of A through I are applicable regarding the administration of resources provided by the DEPARTMENT to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

A. 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 indicates Federal

resources awarded through the DEPARTMENT 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 DEPARTMENT. 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 provisions of OMB Circular A-133, as revised, will meet these requirements.

B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

C. 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 elects to have an audit conducted in accordance with provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

(a) The Department of Agriculture
and Consumer Services
Division of Administration
509 Mayo Building - 407 South Calhoun Street
Tallahassee, Florida 32399-0800

(b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

(c) Other federal agencies and pass-though entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.

E. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall submit 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 DEPARTMENT at the following address:

The Department of Agriculture
and Consumer Services
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

F. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.

G. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

I. In accordance with Section 215.971, F.S., for 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, the agreement shall include:

a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and

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 must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

A CONTRACTOR who is a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the contract period. Any balance of unobligated funds which has been advanced or paid must be refunded to the DEPARTMENT. Any funds paid in excess of the amount to which the CONTRACTOR is entitled under the terms and conditions of this contract must be refunded to the DEPARTMENT.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, in accordance with Section 287.042, Florida Statutes, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, in accordance with Section 287.095(3), Florida Statutes, this contract shall be

purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28th Street North, 3rd Floor, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

The CONTRACTOR is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The CONTRACTOR shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The CONTRACTOR is informed that the employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

The CONTRACTOR is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the DEPARTMENT shall be controlling.

All contracts entered into by the DEPARTMENT or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

The Contract Manager for the DEPARTMENT is Jeffrey Eickwort and is located at 1911 SW 34th Street, Gainesville, Florida, 32608.

The Contract Manager for the CONTRACTOR is Jeff Hester, Environmental Technician and is located at Natural Resources Conservation Division, Escambia County FL, 151 Highway 97, Molino, Florida 32577.

Signed by parties to this agreement:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	CONTRACTOR: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Signature	Signature
Director of Administration	Steven Barry, Chairman
Title	Title
3-23-15	
Date	Date

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal sufficiency.

By/Title

Date: 1/29/15

EXHIBIT - 1

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

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
U.S. Department of Agriculture Forest Service, CFDA 10.664 Cooperative Forestry Assistance - $6,184

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:
List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*

2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*

3. *Etc.*

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
$ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) –
$ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

DFS-A2-CL
July 2005
Rule 691-5.006,FAC

EXHIBIT- 2

Scope of Work

Escambia County Scope of Work

This project is designed to help rid Escambia County of one of the most invasive weed species in the state of Florida.

The County Natural Resources Conservation Division as CONTRACTOR will purchase equipment and supplies specified in the Cost Estimate Sheet and use such to systematically treat identified tracts of cogongrass (*Imperata cylindrica*) along county roadways. This will be done and then reported to the Florida Forest Service county forester for inspection. A target of 500 man-hours is established for a two-man crew, which may be exceeded based on the need.

Deliverables

Escambia County Deliverables

1) Itemized Invoice reflecting equipment and supplies purchased due to DEPARTMENT no later than September 30, 2015. Invoice will be used to reimburse the CONTRACTOR.

2) At the end of each Quarter, June 30, September 30 and December 31, a report of the number of acres treated and the number of man-hours expended to perform same, will be provided, via the County Forester, to the Contract Manager for the DEPARTMENT.

3) The final report on December 31 will be a cumulative report.

Budget

Escambia County-FFS Cogongrass Treatment Cost Share Program
Prepared by: J. Hester

Item No.	Description	Quantity	Unit	Unit Price	Grant Funds	Match Funds (Loaded Rate)
1	Man Hours (2 staff members)	500	hrs	$ 30.57		$ 15,285.00
2	Spray Rig	1	ea	$ 4,700.00	$ 4,700.00	$ -
3	Utility Trailer	1	ea	$ 1,320.00	$ 1,320.00	$ -
4	Chemical	2	2.5 gal	$ 57.00	$ 114.00	$ -
5	*Chemical Splash Goggle	2	ea	$ 5.50	$ 11.00	$ -
	stock#23334				$ -	$ -
6	*Dust/Mist Respirator	2	box	$ 16.50	$ 33.00	$ -
	stock#23096				$ -	$ -
7	*Max Gard 16 mil Nitril Gloves stock 90938	2	ea	$ 3.00	$ 6.00	$ -
	Total				**$ 6,184.00**	**$ 15,285.00**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8024 **County Administrator's Report 13. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Big Bend Community Based Care Contract AH102 Amendment #007
From: Michael Tidwell, Department Director
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment of Contract Number AH102, by Big Bend Community Based Care, Inc. - Michael A. Tidwell, Corrections Department Director

That the Board take the following action concerning the Amendment of Contract Number AH102, by Big Bend Community Based Care, Inc. (BBCBC), which provides funding for the establishment of a Forensic Mental Health Specialist position within the Community Corrections Division, in the Pre-Trial Release Program, to provide services to the Criminal Justice System:

A. Approve Contract Number AH102, Amendment #007, between BBCBC and Escambia County Board of County Commissioners, which revises the required reports to conform to Contract requirements with BBCBC; revises Exhibit "C" and Exhibit "G," and updates the funding source to include funding for the Fiscal Year 2015/2016; and

B. Authorize the Chairman to sign the Amendment of Contract Number AH102.

[Funding: This Contract is a fixed-rate Contract for a total amount of $43,971, for Fiscal Year 2014/2015. This funding is provided by the State 100%]

BACKGROUND:

This contract originated in December 2006 with the Department of Children and Families (DCF) to establish a Forensic Pre-Trial Diversion Program in Escambia County. The Escambia County Board of County Commissioner's affiliation with all other county operated services, including the State Attorney's Office, the Public Defender's Office, the County Jail and the Department of
Community Corrections places them in a uniquely qualified position to provide Forensic Mental Health Pre-Trial Release Services in Escambia County.

BUDGETARY IMPACT:

This is a fixed price contract. BBCBC shall pay for the delivery of authorized services specified in accordance with the terms and conditions of this contract for a total dollar amount not to exceed $43,971.00.

LEGAL CONSIDERATIONS/SIGN-OFF:

This contract amendment has been reviewed by Kristen Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

This contract provides funding from the State for one (1) Forensic Mental Health Specialist position.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policy requires contract amendments to be Board approved.

IMPLEMENTATION/COORDINATION:

Contract requirements will be carried out by Escambia County Community Corrections, Pre-Trial Release Program.

Attachments

AH102 Amendment #7

BIG BEND COMMUNITY BASED CARE
AND
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Contract Number AH102 Amendment #007

This renewal is in entered into between the **Big Bend Community Based Care, Inc.** herein after referred to as "BBCBC" and **Escambia County Board of County Commissioners**, hereinafter referred to as the "provider".

The following amendment is to update and replace the following contract exhibits in order to comply with the revised financial rule Chapter 65E-14:

- Exhibit C – Required Reports
- Exhibit G- Funding Detail

This amendment and all attachments are hereby made a part of the contract.

All terms and conditions of said original contract, as well as any supplements and / or amendments thereto, shall remain in force and effect.

In Witness thereof:

PROVIDER: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNED BY: _____

NAME: Steven Barry ~~Steven L. Barry~~

TITLE: Chairman, Escambia County BOCC

DATE: _____

BIG BEND COMMUNITY BASED CARE, INC.

SIGNED BY: _____

NAME: MIKE WATKINS

TITLE: CHIEF EXECUTIVE OFFICER

DATE: _____

Attached: Exhibit C- Required Reports
Exhibit G- Funding Detail

Approved as to form and legal sufficiency.
By/Title: _____
Date: 2/18/15

EXHIBIT C
REQUIRED REPORTS

Report	Delivery Format	Frequency/Due Date	Send to:	Required Y/N
Deaf and Hard of Hearing Compliance Report/Auxiliary Aid	E-mail confirmation of electronic submission see Section 6 for details	Monthly by the 3rd business day	mecontracts@bigbendcbc.org	N
Agency Single-Point of Contact for DHH	E-mail of confirmation of name and contact information	Within 14 days of contract begin date	mecontracts@bigbendcbc.org	N
Response to Monitoring Reports and Corrective Action Plans	E-Mail	30 days post receipt of final report	mecontracts@bigbendcbc.org	Y
Program Description CF-MH 1045	E-Mail	Within 30 days of contract execution and annually by March 31	mecontracts@bigbendcbc.org	Y
Financial Audit and Compliance Report and 4 additional schedules as requried by Rule 65E-14.003(2)(a). F.A.C.	Hard Copy and E-mail	Annually within 180 days of Provider's fiscal year end	Hard copy to BBCBC administrative offices and electronic to mecontracts@bigbendcbc.org	Y
Quarterly Financial Report	E-mail-Electronic template	Quarterly by October 30, January 30, April 30 and July 15	mecontracts@bigbendcbc.org	Y
Civil Rights Compliance Checklist	E-mail-Electronic template found on the Department website www.dcf.state.fl.us	Within 15 days of contract execution and annually thereafter by May 20th	mecontracts@bigbendcbc.org	Y
Emergency Preparedness Plan	E-Mail	Within 15 days of contract execution and annually by May 1	mecontracts@bigbendcbc.org	Y
General Liability Insurance Certificate	E-Mail	Upon or before contract execution and upon insurance renewal	mecontracts@bigbendcbc.org	Y
Proof of Accreditation	E-Mail	Within 30 days of contract execution and upon renewal of certification	mecontracts@bigbendcbc.org	Y
Notification of Criminal Investigation involving Agency	E-Mail	Within 15 days of notice	mecontracts@bigbendcbc.org	Y
Incident Report	Electronic to IRAS –Incident Reporting and Analysis System	In Accordance with DCF's CFOP 215-6	IRAS	Y
Current Agency Licenses	E-Mail	Within 15 days of contract execution and upon license renewal	mecontracts@bigbendcbc.org	N
Match Reports per 65E-14.0005 with supporting documentation included	E-Mail	Quarterly by October 30, January 30, April 30 and July 15	mecontracts@bigbendcbc.org	Y
Sliding Fee Scale	E-Mail	Within 30 days of contract execution and annually on May 1.	mecontracts@bigbendcbc.org	N
Waiting List	Electronic to SAMHIS	As required in PAM-155-2	SAMHIS	N
Monthly Forensic Case Load and Service Report	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	Y
Quarterly Forensic Report	E-Mail	Quarterly within 15 days of end of quarter	mecontracts@bigbendcbc.org	Y

EXHIBIT C
REQUIRED REPORTS

Report	Delivery Format	Frequency/Due Date	Send to:	Required Y/N
Staff Recruitment Plan for racial and ethnic parity with client base	E-Mail	Within 90 days of contract execution	mecontracts@bigbendcbc.org	N
Cost Allocation Plan as required by Rule 65E-14.021(5)(b)	E-Mail	Annually by March 31	mecontracts@bigbendcbc.org	Y
Alternative Projected Operating and Capital Budget Report CF-MF 1042	E-Mail template CF-MH 1042	Annually by March 31	mecontracts@bigbendcbc.org	Y
Agency Service Capacity Report CF-MH 1043	E-Mail template CF-MH 1043	Annually by March 31	mecontracts@bigbendcbc.org	Y
List of Assisted Living Facility Cooperative Agreements	E-Mail	Within 30 days of contract execution and annually by July 1	mecontracts@bigbendcbc.org	N
Subcontracts	E-Mail	Prior to execution of subcontract	mecontracts@bigbendcbc.org	N
Prevention - Program Evaluation Instrument Level I and Level 2	Electronic	Within 5 business days	KIT Solutions	N
Prevention – Invoice Support Report	E-Mail	Submitted with monthly invoice	mecontracts@bigbendcbc.org	N
Annual Report for HIV Early Intervention Services, SAPT Block Grant Set Aside Funded Services Only	E-Mail	Upon Request	mecontracts@bigbendcbc.org	N
Annual Report for Evidenced-based Injection Drug User Outreach Services, SAPT Block Grant Mandate, Designated Providers Only	E-Mail	Upon Request	mecontracts@bigbendcbc.org	N
Annual Report for Pregnant Women and Women With Dependent Children SAPT Block Grant Set Aside Funded Services Only	E-Mail	Upon Request	mecontracts@bigbendcbc.org	N
TANF Program Logs and Service Data	E-Mail/Hard Copy	Monthly with Invoice	Monthly with Invoice	N
PATH Annual Report	E-Mail	As directed by DCF/SAMH Headquarters	As directed by DCF/SAMH Headquarters and mecontracts@bigbendcbc.org	N
Aggregate Payor Class Report for designated receiving facilities	E-Mail in Required Report Format	No later than 90 days following the end of the facility's fiscal year	As directed by DCF/SAMH Headquarters and mecontracts@bigbendcbc.org	N
Client Trust Fund Representative Payee Determination/Certification Letter	E-Mail	Within 30 days of contract execution/amendment and annually by July 15	mecontracts@bigbendcbc.org	N
MOU(s) with local Federally Qualified Health Centers (FQHCs)	E-Mail copy of MOU(s)	Within 15 days of MOU signing	mecontracts@bigbendcbc.org	N
FACT Enhancement Reconciliation Report	E-Mail	Quarterly within 15 days of end of quarter	mecontracts@bigbendcbc.org	N
FACT Ad Hoc Report	E-Mail	Quarterly within 15 days of end of quarter	mecontracts@bigbendcbc.org	N

EXHIBIT C
REQUIRED REPORTS

Report	Delivery Format	Frequency/Due Date	Send to:	Required Y/N
FACT Monthly Enrollment Report	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	N
FACT Monthly Vacant Position Report	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	N
BNET Alternative Services Provision, Pharmaceuticals Only	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	N
BNET Alternative Services Provision, Other than Pharmaceuticals	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	N
BNET Statement of Program Cost	E-Mail	Annually by September 1	mecontracts@bigbendcbc.org	N
Pregnant and Post-Partum High Risk Women Report	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	N
Supporting Documentation for Staff Time in Outreach	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	N
National Voter Registration Report	E-Mail	Quarterly by September 30, December 30, March 30 June 30	mecontracts@bigbendcbc.org	N
Supporting Documentation for Staff Time	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	Y
Drug Court Caseload and Service Report	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	N
Forensic Status Report	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	Y
Monthly/YTD Unduplicated Client Outcome Summary	E-Mail	Monthly with Invoice	mecontracts@bigbendcbc.org	Y

EXHIBIT G Funding Detail

Big Bend Community Based Care - Managing Entity Unit Entry Form

Name:	Forensic Mental Health Contract #AH102
Provider:	Escambia County Board of County Commissioners
Phone Number:	(850) 595-4824
Email Address:	mdavis@escambiaclerk.com
Date:	3/13/2015

Provider Name	Contract Number	OCA	Sub OCA	Cost Center	Cost Center Rate	Units	Total
Escambia County Board of County Commissioners							
Escambia County Board of County Commissioners							
Escambia County Board of County Commissioners							
Escambia County Board of County Commissioners	AH102	MHA00	MHA09	2	3664.25	12.00	$ 43,971.00

OCA	Total OCA	Budget OCA	Approved/ Disapproved
0	$ -		
MHA00	$ 43,971.00	$ 43,971.00	
	$ -		
	$ -		
	$ -		
	$ -		
	$ -		
	$ -		
	$ -		
	$ -		
	$ -		
	$ -		
	$ -		
	$ -		
	$ -		
	$ -		
	$ -		
	$ -		
TOTAL	$ 43,971.00	$ 43,971.00	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8023 **County Administrator's Report 13. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Approval to Issue Fiscal Year 2014-2015 Purchase Orders in Excess of $50,000
From: Michael Tidwell, Department Director
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Purchase Order in Excess of $50,000, for Fiscal Year 2014-2015, for the Escambia County Corrections Department - Michael A. Tidwell, Corrections Department Director

That the Board, for the Fiscal Year 2014-2015, approve the issuance of a blanket and/or individual Purchase Order in excess of $50,000, based upon a previously-awarded Contract, Contractual Agreement, or an annual requirement, as provided, for the Corrections Department as follows:

Vendor/Contractor	Amount	Contract Number
Aramark Corrections Services, LLC	$700,000	PD 13-14.065

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

BACKGROUND:

Issuance of these Purchase Orders for the remainder of Fiscal Year 2014-2015 is necessary to ensure continuity of mission critical services provided by the Corrections Department, whose funtions include Law Enforcement related activities. These allocations are included in the Fiscal Year 2014-2015 Budget.

BUDGETARY IMPACT:

Funding: Fund 001, Cost Center 290401, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8017 **County Administrator's Report** **13. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Ratify the County's application for the MacArthur Grant
From: Michael Tidwell, Department Director
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2015 Grant Application for the MacArthur Grant for Escambia County Corrections Department - Michael A. Tidwell, Corrections Department Director

That the Board approve and ratify the submission of the 2015 Grant Application for the MacArthur Grant, as part of the MacArthur Foundation's Safety and Justice Challenge, in the amount of $2,000,000, that will be used for re-entry programs with Re-Entry Alliance Pensacola, Inc.

BACKGROUND:

On March 30, 2015, Re-Entry Alliance Pensacola, Inc., submitted an application for a MacArthur Grant in the amount of $2,000,000, when the MacArthur Foundation's Safety and Justice Challenge announced an initial five-year, $75,000,000 investment that seeks to reduce over-incarceration by changing the way America thinks about and uses jails. The Safety and Justice Challenge will support cities and counties across the country seeking to create fairer, more effective local justice systems that improve public safety, save taxpayer money, and lead to better social outcomes. If awarded the Grant, the Corrections Department and the Re-Entry Alliance Pensacola, Inc., will be implementing programs on effective ways to keep people out of jail whose to public safety can be effectively managed in the community, and provide those who are confined in jails an improved chance to succeed when they go home.

BUDGETARY IMPACT:

No County funds are required for this grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

If awarded the MacArthur Grant, the Corrections Department Director will contribute 20% of his time to the program.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Deadline for submittal of the application was March 31, 2015 with selected jurisdictions to be announced in May 2015. If awarded the Corrections Department and ReEnty Alliance Pensacola, Inc. will handle any subsequent matters related to the application and/or possible award.

Attachments

MacArthur Grant Application

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1. Organization Information

Created: 03/28/2015
Last updated: 03/30/2015

Page 1

1.1. Jurisdiction name

Escambia County Corrections Department

1.2. State

Florida

1.3. Jurisdiction type, please select one:

County

1.4. Chief executive's name (e.g., name of mayor, county commissioner, or other office-holder with executive branch authority in jurisdiction)

First Name	Jack
Last Name	Brown

1.5. Name and address of lead agency applying for funds

Agency	Board of County Commissioners
Street address 1	221 Palafox Place
Street address 2	Suite 420
City	Pensacola
State	Florida
Zip code	32502
Telephone number	850-595-4947

1.6. Name and email address of primary contact at lead agency

First Name	Michael
Last Name	Tidwell
Title	County Administrator Escambia County
email address	matidwell@myescambia.com

1.7. Jurisdiction population size (please do not use commas)

310000

1.8. Jail capacity (select range)

201-1,000

1.9. Jail capacity (insert exact number, please do not use commas)

779

1.10. Overall jurisdiction budget (please do not use commas)

49232594

1.11. Budget for jail operations and facilities (please do not use commas)

34917230

1.12. Accounting period end month

June

1.13. Accounting period end day

30

2. Motivation (30%)

Last updated: 03/28/2015

The MacArthur Foundation's Safety and Justice Challenge is grounded in the premise that jail negatively impacts people who spend time there—even a short time—and therefore should be used when a defendant or offender poses a real public safety risk. The Foundation is motivated by the recognition that, with the right kind of support, local communities can develop, adapt, and model effective ways to keep people out of jail whose to public safety can be effectively managed in the community, and provide those who are confined in jails an improved chance to succeed when they go home. Help the Foundation understand why participation in the Safety and Justice Challenge is a top priority in your jurisdiction.

Page 1

2.1. Please explain why the use of jails has emerged as a priority for your jurisdiction. Your answer should address the following: (*Up to 750 words total*)

a. What particular challenges are motivating your jurisdiction's interest in participating in the Safety and Justice Challenge (*e.g.*, jail overcrowding, disproportionate minority contact, high recidivism)? If data is helpful in providing context here, the Foundation encourages you to include it.
b. If selected to receive grant funding through the Safety and Justice Challenge, what does your jurisdiction hope to achieve in terms of measurable results and/or practice changes?
c. What makes now an opportune time to engage in this work as a system?

Applicants are requesting the Award of a Safety & Justice Challenge Grant from the MacArthur Foundation, to implement the Northwest Florida Criminal Justice Improvement Initiative.

This Initiative is intended to reduce over-utilization of county jail facilities by providing alternatives to admissions and extended detention for low-risk, nonviolent offenders.

The Initiative will involve key jurisdictions, agencies and organizations, initially in Escambia County, Florida, providing structured opportunities to work individually and collaboratively to address problems related to over-utilization, and for the support, or funding and development of programs designed to impact over-utilization.

The Initiative has received and included letters of commitment to participate from the First Judicial Circuit, representatives from the prosecuting and criminal defense bars, the Public Defender from the First Judicial Circuit, the Corrections Department for Escambia County, the Escambia County Sheriff's Office, the City of Pensacola Police Department, the five members of the Escambia County Board of County Commissioners, the Mayor of Pensacola, Florida, and other key organizations to achieve its purpose.

Each jurisdiction, agency or organization will participate in the development of strategies and goals to reduce over reliance on the County Jail, and, as appropriate, work to adapt their individual practices and policies to contribute to the accomplishments of those goals and strategies.

Initiative strategies and goals, and resulting programs which may be developed, will focus on avoiding, releasing or reducing sentences for low-risk, non-violent offenders, accused of or detained for traffic, property, minor drug or public order offenses, and do not represent a material threat to public safety.

Escambia is the westernmost, and most populous county in the Florida Panhandle, with approximately 315,000 residents. The County's crime rates rank among the highest in the State of Florida.

In addition to high utilization Escambia County has a unique and compelling circumstance. The Escambia County Jail, for a number of years, consisted of two facilities, the Main Jail and the Central Booking and Detention Facility (CBD), with a total capacity of 779. On April 30, 2014, a natural gas explosion occurred at the CBD, resulting in the deaths of two inmates and injury of dozens more. The ADP for the Escambia County Jail in April 2014 was 679 in the Main Jail, and 583 in the CBD, for a total of 1,262, well above capacity.

The explosion rendered the CBD unusable as a jail facility. Escambia County has started planning and property acquisition processes for a replacement facility, which is expected to cost more than $150 million, and could not be available until late in 2018, at the earliest. The damage forced the re-location of many inmates from an already overcrowded Jail to facilities in other Northwest Florida counties, at an even higher cost to Escambia County. Between May 2014 and February 2015, more inmates were crowded into the Main Jail, again above capacity, and a substantial number sent to other jails. The additional cost to the County over that period for housing in-mates out-of-county exceeded $6.8 million.

Participants will also evaluate and seek evidence-based approaches to addressing disparities that exist for the inmate population for Escambia County Jail. In 2014, of that population, approximately 52% were African-American, and 47% Caucasian. Based on Census data, African-Americans represent 23% of Escambia County's total population.

This Initiative will also focus on unmet needs in the continuum of services for successful reentry, and promote collaborative efforts to develop or expand those services, such as assistance with housing, health care, education, substance abuse treatment and employment. The Initiative will also help Escambia County satisfy the requirements of Section 951.26(1), Florida Statutes, which requires a "comprehensive local reentry plan" designed to assist released offenders in successfully reentering their communities. Efforts will be made to increase community awareness of the benefits of such programs, including reduction in recidivism for low-risk offenders and in costs to the judicial system and to the community as a whole. The Reentry Alliance of Pensacola will be actively involved in these efforts.

Anticipated outcomes will be the reduction of both significant costs for, and more lasting involvement for low-risk offenders and detainees in the criminal justice system.

The Initiative will focus on collecting data and measuring the impact of these efforts to document results, including but not limited to a reduction in recidivism and reduction in costs for the system and community at large. At present, there are key data that take an undue amount of time and effort to obtain, and must be collected from a variety of sources.

2.2 Please provide one or two examples of other collaborative efforts to implement systemic criminal justice reform in your jurisdiction and describe what worked well and what didn't. (If you do not have a pertinent example, please proceed to question 3.) Your answer should address the following: *(Up to 500 words total)*

a. What were the goals?
b. How was collaboration accomplished, and who was involved?
c. Did the initiative achieve its goals? If so, have the achievements been sustained?
d. If your jurisdiction is selected to receive a planning grant and participate in the Safety and Justice Challenge, how will the lessons learned through these prior efforts be integrated into your approach this time around?

The Initiative will provide the platform for the most comprehensive collaborative effort attempted by key jurisdictions, agencies and

organizations with criminal justice responsibilities in the First Judicial Circuit and Escambia County.

In recent history, there were inter-jurisdictional collaborative efforts that were crucial and occurred following the disastrous natural gas explosion which occurred at the Central Booking and Detention facility at the Escambia County Jail in April of 2014. Incident command centers in the Escambia County Sheriff's Department and the Escambia County Corrections Department communicated and cooperated in the temporary placement and/or relocation of inmates. The First Judicial Circuit and County courts communicated and cooperated in the early release or probation of low-risk offender who had served a substantial portion of their sentence.

Several of the jurisdictions or organizations that have committed to participate in the Initiative do currently serve on the public safety coordinating council established pursuant to Chapter 951.26, Florida Statutes. This group has been in place for less than a year, since the statute was enacted in 2014, and meets on a quarterly basis. This group deals specifically with issues and potential inter-jurisdictional efforts relating to overcrowding of the County Jail, and the scope of activities is not nearly as broad as those for the proposed Initiative.

3. Leadership and Commitment (40%)

Last updated: 03/28/2015

Effective jail population management strategies require a system-wide scope. No single stakeholder can impact local jail populations without the support and involvement of their counterparts in law enforcement, prosecutors' offices, the judiciary, pretrial service agencies, probation and parole, the defense bar, and local service providers. Experience demonstrates that in order to yield positive, sustainable results, development of a jail management strategy must meaningfully consider and engage relevant stakeholders from all parts of the criminal justice system.

Page 1

3.1. Who will be the lead agency for this initiative and why is this agency best suited to spearhead a cross-agency planning effort around the use of jail in your jurisdiction? Your answer to this question should address the following: ***(Up to 500 words total)***

a. What will be the most formidable challenges for the proposed effort and how will the lead agency manage them?

b. Has this agency played a cross-agency leadership role in the past?

i. If yes, please describe these leadership efforts, relevant outcomes, and any obstacles the agency encountered.

ii. If no, please explain why this agency is in the best position to marshal consensus, advance a planning process, and ultimately implement an aggressive jail reform strategy.

The lead agency for the Northwest Florida Criminal Justice Improvement Initiative will be the Escambia County Corrections Department, led by Chief Michael Tidwell. The Corrections Department has administrative responsibility for the Escambia County Jail, and community corrections, probation, pre-trail, code enforcement and work release programs.

The most formidable challenges for the lead agency may be:

- Working with participants to optimally impact overcrowding in the Escambia County Jail as exacerbated by the natural gas explosion in April 2014;

- Managing the process for those who will participate in the development of strategies and goals by each participating jurisdiction, agency or organization, to reduce overreliance on the County Jail, and work to adapt their individual practices and policies to contribute to the accomplishment of those goals and strategies;

- Planning and developing meaningful and successful programs for diversion and reentry in a collaborative manner with the consensus of the those participating; and

- Enhancing public understanding and awareness of the need to achieve the key goals of the Initiative. including:

The lead agency will clearly define for participants the extent and impact of overcrowding and cost issues. Total capacity of the Escambia County Jail is 779. The ADP in April 2014 was 679 in the Main Jail, and 583 in the CBD. The explosion rendered the CBD unusable.

Planning has started for a replacement facility, which could not be available until late 2018, at best. The damage forced the re-location of many inmates to facilities in other Northwest Florida counties, at an even higher cost. For May 2014 - February 2015, more inmates were crowded into the Main Jail, and a substantial number sent to other jails:
Month Escambia Main Jail ADP Other Facility ADP

May 2014 821 380
June 2014 837 322
July 2014 881 330
August 2014 914 330
September 2014 924 374
October 2014 930 361
November 2014 891 373
December 2014 876 364
January 2015 872 350
February 2015 838 395

Over this period, the cost associated with housing inmates on other facilities has exceeded $6.8 million.

The lead agency will address the second of these challenges by creating and managing a forum for communication, collaborative discussions and activities that promote appropriate changes in practices and policies on the part of the participants.

The lead agency will involve participants in the planning, design and development of programs for diversion and reentry that provide the greatest opportunity to achieve the Initiative's goals, with guidance and assistance from the leadership and staff of the Reentry Alliance of Pensacola.

As these efforts progress, the lead agency will work with professionals on strategies for communicating the need for and benefits of achieving Initiative goals to key constituencies and the community-at-large.

The Corrections Department was created in 2014, and assumed the responsibility for the Escambia County Jail, and County parole, probation, and work release programs. Chief Tidwell's employment was effective in January 2015, and there has not yet been substantive opportunity to assume a cross-agency leadership role, prior to the proposed Initiative.

3.2. What other key stakeholders will be integral to the success of this reform effort, and why? *(Up to 250 words)*

Letters of commitment to participate in the Northwest Florida Criminal Justice Improvement Initiative are provided and include:

Steven Barry Escambia County FL Board of County Commissioners, District 5
Bill Eddins State Attorney, First Judicial Circuit of Florida
Ashton Hayward Mayor of Pensacola FL
Ronald Johnson Attorney, Criminal Defense Bar
Lumon May Escambia County FL Board of County Commissioners, District 3
Bruce Miller Office of the Public Defender, First Judicial Circuit of Florida
David Morgan Sheriff of Escambia County FL
Chip Simmons Chief, City of Pensacola Police Department
Al Stubblefield Chairman, Reentry Alliance of Pensacola (REAP)

Judge Terry Terrell Chief Judge, First Judicial Circuit of Florida
Michael Tidwell Chief, Corrections Department, Escambia County FL

The transformative change envisioned by the Northwest Florida Criminal Justice Improvement Initiative is dependent on having the support of not only the institutions and individuals involved in the administration of the criminal justice system, but also on the support of other community-based service providers, faith-based organizations, and non-profit organizations located in Escambia County. Other key community officials, agencies or organizations are expected to be identified and asked to participate in the Initiative as planning and program development efforts progress.

3.3. Does your jurisdiction have a standing, interdisciplinary criminal justice planning group (e.g., criminal justice coordinating council)?

Yes

3.3.a. Please describe how the group is structured, the composition of the group, its bylaws, and how it receives funding. ***(up to 250 words)***

In Chapter 951.26, Florida Statutes, enacted in 2014, judicial circuit courts in Florida are required to establish a "public safety coordinating council," and to develop local reentry plans designed to assist offenders released from incarceration to successfully reenter the community. To the extent that this is compatible with one of the key goals of the Northwest Florida Criminal Justice Improvement Initiative, the Initiative will help assure compliance with statute provisions by the Florida First Judicial Circuit.

Currently, to comply with the provisions of Chapter 951.26, the First Judicial Circuit, prior to the development of plans for the proposed Initiative, appointed a public safety coordinating council, an organization which meets the definition of an interdisciplinary criminal justice planning group. The council is currently chaired by Lumon May, Escambia County Commissioner for District 3. Participation in the Initiative will expand the number of jurisdictions, agencies and organizations involved in the planning and development of meaningful reentry (and diversion) programs.

RE-ENTRY ALLIANCE PENSACOLA, INC.

P. O. Box 13224
Pensacola, Florida 32591

850.532.3014
info@reapreentry.org

March 23, 2015

To Whom It May Concern:

Please accept this letter of commitment to participate in the Northwest Florida Criminal Justice Improvement Initiative.

This Initiative will involve key jurisdictions, agencies and organizations, initially in Escambia County, Florida, providing structured opportunities to work individually and collaboratively to address problems related to overutilization of local and county jails, and for the support, or funding and development of programs designed to impact overutilization.

The Initiative will involve judges from the First Judicial Circuit Court of Florida and Escambia County, representatives from the prosecuting and criminal defense bars, persons with operational responsibility for the County and other local jails, the Reentry Alliance of Pensacola and other key organizations to achieve its purpose.

This Initiative will focus on will focus on avoiding, releasing or reducing sentences for low-risk, non-violent offenders, who are not considered a threat to public safety.

The mission of the Reentry Alliance of Pensacola (REAP) is to improve the safety and quality of life in Northwest Florida by enabling individuals returning from incarceration to be self-sufficient, crime free and productive citizens and neighbors. We welcome the opportunity to collaborate in the development and improvement of diversion or reentry programs that meet the objectives of the Initiative.

Our goals include:

- Increase community awareness of the issues surrounding reentry, create improved solutions for addressing those issues, and reap the many faceted benefits of adopting and implementing those solutions.

- Identify unmet or under-served needs in the continuum of services for successful reentry and find, and equip educate providers for those services.

- Provide programs and services so that former inmates returning to our service area will arrive with an individual reentry plans and an identified support network.

The Initiative and the referenced reentry programs are needed to help reduce substantial overcrowding of local and county jails, and the associated high costs and impact on rates of recidivism. The Reentry Alliance of Pensacola is pleased to have the opportunity to be involved with this Initiative.

Al Stubblefield
Chairman

PENSACOLA
THE UPSIDE of FLORIDA

ASHTON J. HAYWARD
MAYOR

March 23, 2015

To whom it may concern:

Please accept this letter of support for the Northwest Florida Criminal Justice Improvement Initiative.

As Mayor of Pensacola, I am dedicated to making Pensacola a safer place to live, work, worship and play. To that end, it is important to pursue efforts to make or criminal justice system safer, fairer and more cost-effective.

Too frequently, our local jail serves as a warehouse for low-risk, non-violent offenders, who don't represent a material threat to public safety. We need to pursue opportunities to reduce the number of persons jailed, and associated high costs and community impact.

This Initiative will provide opportunities for participating jurisdictions, agencies and organizations in Escambia County, to work individually and collaboratively to address problems related to overutilization of local and county jails, and for the support, or funding and development of programs designed to reduce overutilization.

I am willing to support this effort, together with judges from the First Judicial Circuit Court of Florida and Escambia County, representatives from the prosecuting and criminal defense bars, persons with operational responsibility the Escambia County Jail, the City of Pensacola Police Department, and other key organizations, to achieve its purpose. A collaborative effort of this kind is very much needed.

As Mayor of Pensacola, I welcome this Initiative.

Sincerely,

Ashton J. Hayward
Mayor

WILLIAM "BILL" EDDINS
STATE ATTORNEY
FIRST JUDICIAL CIRCUIT OF FLORIDA

Please reply to Pensacola Office

March 23, 2015

To whom it may concern:

Please accept this letter of commitment from the Office of the State Attorney, First Judicial Circuit, to participate in the Northwest Florida Criminal Justice Improvement Initiative. This office is responsible for the prosecution of individuals charged with felonies, misdemeanor, criminal traffic, and other offenses in the First Judicial Circuit and Escambia County courts.

It is my understanding that this Initiative will involve various key agencies beginning in Escambia County. The purpose of this organization is for the member agencies to work both individually and collaboratively to address issues of incarceration and where appropriate, the use of alternative or diversionary programs. Additionally, this Initiative will attempt to raise support and obtain funding for the development of alternative programs for low-risk, non-violent offenders who are not considered a threat to public safety.

This office is willing to be involved with this effort and work with other relevant agencies such as the judiciary, criminal defense bar, and the management of local jails in order to achieve its purpose. As part of this process, each participating agency will review its own policies and procedures as to the use of alternative programs and how they can best be utilized. This office currently has in place diversionary programs that are designed to divert appropriate individuals from the courts. We also participate with other agencies in specialty courts designed as an alternative to incarceration where appropriate. As part of this Initiative, this grant will allow this office, as well as the other member agencies, to review policies and procedures as to how these programs can best be used. If this Initiative is successful, it may lead to reduced jail and prison admissions for eligible individuals and help reduce the high cost of incarceration and the rate of recidivism.

I am pleased to have the opportunity to be involved with this Initiative.

Sincerely,

WILLIAM EDDINS
STATE ATTORNEY

ESCAMBIA COUNTY
190 Governmental Center
Post Office Box 12726
Pensacola, Florida 32591

Felony & Intake - (850) 595-4200
Misdemeanor - (850) 595-4200
Juvenile - (850) 595-3750

SANTA ROSA COUNTY
6495 Caroline Street
Suite S
Milton, Florida 32570

(850) 981-5500

OKALOOSA COUNTY
151 Cedar Avenue
Crestview, Florida 32536
(850) 689-7820

18 9th Ave
Shalimar, Florida 32579
(850) 651-7260

WALTON COUNTY
524A E. Hwy. 90
Post Office Box 630
DeFuniak Springs, FL 32435

(850) 892-8080

OFFICE OF THE PUBLIC DEFENDER
FIRST JUDICIAL CIRCUIT OF FLORIDA
ESCAMBIA • SANTA ROSA • OKALOOSA • WALTON
Web Address: www.pdo1.org

BRUCE A. MILLER
PUBLIC DEFENDER

March 18, 2015

To Whom It May Concern:

Please accept this letter of commitment from the Office of the Public Defender, First Judicial Circuit, to participate in the Northwest Florida Criminal Justice Improvement Initiative. This office defends individuals charged with felonies, misdemeanor, criminal traffic offenses, and individuals facing involuntary commitment for mental treatment under the Baker Act, in the First Judicial Circuit and Escambia County courts.

It is my understanding that this Initiative will involve key jurisdictions, agencies and organizations, initially in Escambia County, Florida, providing structured opportunities to work individually and collaboratively to address problems related to overutilization of local and county jails, and for the support, or funding and development of programs designed to impact overutilization.

I am willing to be involved with this effort, together with judges from the First Judicial Circuit Court of Florida and Escambia County, one or more representatives from the prosecutorial bar, persons with operational responsibility for local and county jails, and other key organizations to achieve its purpose.

It is further my understanding that, to avoid any potential conflicts, each participating jurisdiction, agency or organization will work to develop strategies and goals to reduce overreliance on local and county jails, and, as appropriate, work to adapt their individual practices and policies to contribute to the accomplishments of those goals and strategies.

This Initiative will focus on avoiding, releasing or reducing sentences for low-risk, non-violent offenders, who are not considered a material threat to public safety.

The Initiative is needed to help reduce substantial overcrowding of local and county jails, and the associated high costs and impact on rates of recidivism. In Escambia County, costs for incarceration are especially high due to a natural gas explosion at the Escambia County Jail in April of 2014, which has forced the re-location of many inmates to facilities in other Northwest Florida counties.

I am pleased to have the opportunity to be involved with this Initiative.

Sincerely,

B. A. Miller

Bruce A. Miller
Public Defender

City of Pensacola

America's First Settlement
And Most Historic City

Office of the
Chief of Police

March 25, 2015

To Whom It May Concern:

Please accept this letter of commitment and support for the Pensacola Police Department to participate in the Northwest Florida Criminal Justice Improvement Initiative.

The primary mission of the Pensacola Police Department is to make Pensacola a safer place to live, work, worship, and play. To that end, we support efforts to make our criminal justice system safer, fairer and more cost-effective.

It is my understanding that this initiative will provide opportunities for participating jurisdictions, agencies and organizations in Escambia County to work individually and collaboratively to address problems related to over-utilization of local and county jails, and for the support or funding and development of programs designed to impact over-utilization.

It is further my understanding that each participating jurisdiction, agency or organization will work to develop strategies and goals to reduce over-reliance on local and county jails, and, as appropriate, work to adapt their individual practices and policies to contribute to the accomplishments of those goals and strategies.

As Chief of Police for the City of Pensacola, I am willing to participate in this effort, together with judges from the First Judicial Circuit Court of Florida and Escambia County; representatives from the prosecuting and criminal defense bars; persons with operational responsibility for the Escambia County Jail; and other key organizations to achieve its purpose.

Sincerely,

Chip W. Simmons
Chief of Police

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

March 24, 2015

To Whom It May Concern:

Please accept this letter of commitment to participate in the Northwest Florida Criminal Justice Improvement Initiative.

The Escambia County Sheriff's Office is dedicated to making the County a better and safer place to live, and work. To that end, we support efforts to improve the County's criminal justice system.

I understand that this Initiative will provide opportunities for participating jurisdictions, agencies and organizations in Escambia County, to work individually and collaboratively to address problems related to overutilization of local and county jails, and for the support, or funding and development of programs designed to impact overutilization.

As the Escambia County Sheriff, I am willing to participate in this effort, together with judges from the First Judicial Circuit Court of Florida and Escambia County, representatives the prosecuting and criminal defense bars, persons with operational responsibility of the Escambia County Jail, and other key organizations to achieve its purpose.

I also understand that each participating jurisdiction, agency or organization will work to develop strategies and goals to reduce overreliance on local and county jails, and, as appropriate, work to adapt their individual practices and policies to contribute to the accomplishments of those goals and strategies.

We need to pursue opportunities to reduce overcrowding, the associated high costs and the community impact resulting from rates of recidivism.

In Escambia County, costs for incarceration are especially high due to a natural gas explosion at the Escambia County Jail in April of 2014, which has forced the re-location of many inmates to facilities in other Northwest Florida counties. Planning and property acquisition processes for a replacement facility have begun, and the new facility is expected to cost more than $150 million, and will not be available until late in 2018, at the earliest.

The Escambia County Sheriff's Office is pleased to participate in this Initiative.

Sincerely,

David Morgan, Sheriff

FLORIDA
ACCREDITED

CIRCUIT COURT
FIRST JUDICIAL CIRCUIT OF FLORIDA

TERRY D. TERRELL
CHIEF JUDGE

M.C. BLANCHARD JUDICIAL CENTER
190 GOVERNMENTAL CENTER
PENSACOLA, FLORIDA 32502-5795

TELEPHONE (850) 595-4464
FAX (850) 595-0392

NOELLE MARTIN
JUDICIAL ASSISTANT

March 26, 2015

To Whom It May Concern,

Please accept this letter of commitment to the development and implementation of the Northwest Florida Criminal Justice Improvement initiative.

As Chief Judge of the Florida First Judicial Circuit, I am a statutory member of the Escambia County Public Safety Coordinating Council. The Council is statutorily required to also include all stakeholders from the local criminal justice system. §951.26(1), Florida Statute (2014) provides for participation in "a consortium of one or more other counties to establish a public safety coordinating council for the geographic area..." in the Florida First Judicial Circuit which consists of Escambia, Santa Rosa, Okaloosa, and Walton Counties.

Of course, inasmuch as the specific plan has not yet been drafted and approved, I cannot make any specific commitment in that regard. However, I believe that it is the purpose of this initiative to satisfy the requirements of §951.26(4), Florida Statutes (2014), to "develop a comprehensive local reentry plan..." that will "coordinate with public safety officials and local community organizations who can provide offenders with reentry services, such as assistance with housing, health care, education, substance abuse treatment, and employment." The court system is required to and will assist in fulfilling that intent.

This initiative will also focus on avoiding, releasing, or reducing sentences for low-risk, non-violent offenders who are not considered a threat to public safety. Consistent with that focus, the initiative is needed to help reduce substantial overcrowding of county jails, and the associated high costs and impact on rates of recidivism. In Escambia County, costs for incarceration are especially high due to a natural gas explosion at the Escambia County Central Booking and Detention Facility on April 30, 2014. That event forced the relocation of many inmates to other county jails and other facilities in the Florida First Judicial Circuit.

Our court system welcomes the opportunity to be involved with this initiative.

Sincerely,

Terry D. Terrell
Chief Judge

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Grover C. Robinson, IV
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P.O. Box 1591
Pensacola, Florida 32591-1591

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

March 26, 2015

To Whom It May Concern:

Please accept this letter of support for the Northwest Florida Criminal Justice Improvement Initiative.

As Commissioner for District 3, I am dedicated to improving the well-being and quality of life for residents of Escambia County. To that end, it is important to pursue efforts to make the County's criminal justice system safer, fairer, more cost-effective, and to address racial and ethnic disparities in our jail.

Jails in general, often serve as a dwelling for low-risk, non-violent offenders, who don't represent a material threat to public safety. We need to pursue opportunities to reduce the number of individuals incarcerated along with the associated cost and community impact.

Escambia County is responsible for the operation of the Escambia County Jail. I support the participation of our Chief of Corrections, Michael Tidwell, in this initiative.

This initiative will bring together judges from the First Judicial Circuit Court of Florida and Escambia County, representatives from the prosecuting and criminal defense offices, individuals with operational responsibility with the Escambia County Jail, the Escambia County Sheriff's Office, the City of Pensacola Police Department, and other key organizations to achieve its purpose. A collaborative effort of this kind is very much needed.

This initiative will provide opportunities for participating jurisdictions, agencies, and organizations in Escambia County to work individually and collaboratively to address problems related to the overutilization of County jail. This initiative will provide the support and funding for the development of programs designed to reduce the overutilization of our County jail.

The Escambia County Jail is overcrowded. The cost for housing the inmates is disproportionally high due to a natural gas explosion at the Escambia County Central Booking and Detention facility in April 2014. Escambia County was forced to re-locate inmates to facilities in other Northwest Florida counties. Plans are in progress for the replacement of the facility, at a high cost to the County, with a timeline of at least three years before the building could be completed.

Escambia County is pleased to have the opportunity to be involved in this initiative.

Sincerely,

Lumon J. May
Commissioner, District 3

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Escambia County Corrections

Please consider this letter of commitment to participate in the Northwest Florida Criminal Justice Improvement Initiative.

As Chief Corrections Officer for Escambia County with responsibility for the Escambia County Jail, I am committed to participate along with judges from the First Judicial Circuit Court of Florida and Escambia County, representatives from the prosecuting and criminal defense bars, persons with operational responsibility for other local jails, and other key organizations to achieve its purpose. My office will take lead responsibility in implementing this Initiative.

The Initiative is needed to help reduce substantial overcrowding of the County Jail, and the associated high costs band impact on rates of recidivism. The costs for incarceration, In Escambia County, are especially high due to a natural gas explosion at the Escambia County Jail in April of 2014. This incident forced the re-location of many inmates to facilities in other Northwest Florida counties. The planning process relate to the acquisition processes for a replacement facility, which is expected to cost more than $150 million, and could not be available until late in 2018, are in the earliest stages.

This Initiative will focus on will focus on avoiding, releasing or reducing sentences for low-risk, non-violent offenders, who are not considered a threat to public safety.

This Initiative will provide opportunities for participating jurisdictions, agencies and organizations in Escambia County, to work individually and collaboratively to address problems related to overutilization of local and county jails, and for the support, or funding and development of programs designed to impact overutilization.

My office will be pleased to participate in this Initiative along with the Community and our other Criminal Justice System partners.

Michael A. Tidwell, MHS, CCE, CJM

Ronald W. Johnson
Attorney at Law
Board Certified Criminal Trial Lawyer
www.ronaldwjohnsonlaw.com

114 E Gregory Street
Pensacola, FL 32502
Telephone: (850) 438-1400
Facsimile: (850) 434-2600

March 26, 2015

To Whom It May Concern:

As a member of the Criminal Defense Bar for Escambia County, I request that you accept this letter of commitment to participate in the Northwest Florida Criminal Justice Improvement Initiative.

It is my understanding that this Initiative will involve key jurisdictions, agencies and organizations, initially in Escambia County, Florida, providing structured opportunities to work individually and collaboratively to address problems related to overutilization of local and county jails, and for the support, or funding and development of programs designed to impact overutilization.

I am willing to be involved with this effort together with judges from the First Judicial Circuit Court of Florida and Escambia County, one or more representatives from the prosecutorial bar, persons with operational responsibility for local and county jails, and other key organizations to achieve its purpose. It is further my understanding that, to avoid any potential conflicts, each participating jurisdiction, agency or organization will work to develop strategies and goals to reduce overreliance on local and county jails, and, as appropriate, work to adapt their individual practices and policies to contribute to the accomplishments of those goals and strategies.

This Initiative will focus on will focus on avoiding, releasing or reducing sentences for low-risk, non-violent offenders, who are not considered a material threat to public safety.

The Initiative is needed to help reduce substantial overcrowding of local and county jails, and the associated high costs and impact on rates of recidivism. In Escambia County, costs for incarceration are especially high due to a natural gas explosion at the Escambia County Jail in April of 2014, which has forced the re-location of many inmates to facilities in other Northwest Florida counties.

The Escambia County Jail is used too often to house pre-trial detainees. Evidence based practices should be implemented to avoid housing these citizens, and to lower costs to the criminal justice system. The Escambia County Jail is also used too often to house individuals who have had a county jail sentence imposed. These sentences could often be avoided by using evidence based practices to help rehabilitate the individual, reduce recidivism and to lower the cost to the criminal justice system by not incarcerating these individuals.

I am pleased to have the opportunity to be involved with this Initiative.

Respectfully,

Ronald W. Johnson

RONALD W. JOHNSON

RWJ:bjg

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Grover C. Robinson, IV
District Four

Steven Barry
District Five

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

March 26, 2015

To Whom It May Concern:

Please accept this letter of support for the Northwest Florida Criminal Justice Improvement Initiative.

As Commissioner for District 5, I am dedicated to improving the well-being and quality of life for residents of Escambia County. To that end, it is important to pursue efforts to make the County's criminal justice system safer, fairer, more cost-effective, and to address racial and ethnic disparities in our jail.

Jails in general, often serve as a dwelling for low-risk, non-violent offenders, who don't represent a material threat to public safety. We need to pursue opportunities to reduce the number of individuals incarcerated along with the associated cost and community impact.

Escambia County is responsible for the operation of the Escambia County Jail. I support the participation of our Chief of Corrections, Michael Tidwell, in this initiative.

This initiative will bring together judges from the First Judicial Circuit Court of Florida and Escambia County, representatives from the prosecuting and criminal defense offices, individuals with operational responsibility with the Escambia County Jail, the Escambia County Sheriff's Office, the City of Pensacola Police Department, and other key organizations to achieve its purpose. A collaborative effort of this kind is very much needed.

This initiative will provide opportunities for participating jurisdictions, agencies, and organizations in Escambia County to work individually and collaboratively to address problems related to the overutilization of County jail. This initiative will provide the support and funding for the development of programs designed to reduce the overutilization of our County jail.

The Escambia County Jail is overcrowded. The cost for housing the inmates is disproportionally high due to a natural gas explosion at the Escambia County Central Booking and Detention facility in April 2014. Escambia County was forced to re-locate inmates to facilities in other Northwest Florida counties. Plans are in progress for the replacement of the facility, at a high cost to the County, with a timeline of at least three years before the building could be completed.

Escambia County is pleased to have the opportunity to be involved in this initiative.

Sincerely,

Steven Barry, Chairman
Commissioner, District 5

4. Data Capacity (25%)
Escambia County Corrections Department, Florida

Last updated: 03/28/2015

A reform agenda that is anchored in a thorough understanding of relevant data is essential to achieving meaningful and enduring change. Data is needed to understand the facts about how jail is used, why this is so, and to surface variables indicative of whether an individual does or does not present risks to public safety. The Foundation seeks to invest in sites that demonstrate the willingness and capacity to conduct a planning process which is driven by the use and understanding of data. For the purposes of understanding your site's readiness to effectively tackle a data-driven planning process around the use of jail, the Foundation asks that you answer the following questions about your jurisdiction's data capacity, and also that you provide a representative sample of the criminal justice data you currently collect (see Data Capacity Appendix). **Any data provided in the application will be used exclusively for the purpose of evaluating applications and will be treated with the strictest confidentiality by the Foundation.**

If selected, grantee sites will be expected to furnish additional data to advance local planning and evaluation of the overall efficacy and impact of the initiative. In particular, selected sites will be expected to provide identifiable, case-level data to the Institute of State and Local Governance at the City University of New York (ISLG), which will be tracking performance measures for the Initiative.[1] Both ISLG and an independent evaluator will have access to identifiable case-level data provided by all sites; other initiative partners will have access only to de-identified case-level data. All data submitted in connection with the Safety and Justice Challenge will be transferred and stored securely, and access will be restricted to project staff.

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[1] Selected sites will be asked to provide data pertaining to the following key system points: arrest, charge, assignment of counsel, pretrial release, case processing, disposition/sentencing, and post-conviction process/supervision.

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4.1. If your jurisdiction is selected to receive a planning grant, which individual(s) will be responsible for tracking and sharing data with the Foundation and its partners?

Mike Tidwell

JoAnn Vanfleteren

Data Researcher/Analyst (to be hired)

4.2. Please help the Foundation understand the ways your jurisdiction currently collects data, and the availability of data indicators that you believe will be critical to an effective planning process. Please indicate the attributes that best describe your data collection and analytical capacity at the agency level. Please check as many as applicable.

4.2.a. Dedicated analytical/research unit with multiple analysts	Courts
4.2.b. Dedicated full-time analyst/researcher	Police, Prosecution, Courts
4.2.c. Dedicated part-time analyst/researcher	Jails

4.2.d. IT personnel also responsible for data	Police, Prosecution, Courts
4.2.e. Non-research agency staff (e.g., prosecutor) responsible for data	Police, Prosecution, Jails
4.2.f. Interns collect data	None
4.2.g. Non-agency personnel (e.g., local researcher) collect data	None

4.3. Please answer the following brief questionnaire about your jurisdiction's data capacity:

Is there a mental health flag in your system that allows you to identify defendants/inmates with mental health diagnoses?	Yes

Which of the primary agencies have such a flag available?

Police, Prosecution, Courts, Jails

Does every defendant/inmate have a unique identifier?	Yes
Is that unique identifier common across system points and data systems (e.g., corrections, probation, courts)?	Yes
Similarly, does every criminal case have a unique identifier (given that a single defendant/inmate may have multiple arrests/cases)?	Yes
Is that unique identifier common across system points and data systems (e.g., corrections, probation, courts)?	No

Please specify how each of the primary agencies uniquely identifies cases:

Area prosecutors and criminal defenders use a program called STAC which is specific to their office.. The Escambia County Corrections Department uses SmartJail.

Do you have a centralized system of record or an integrated data system that combines data from the police, prosecutor's office, courts, and corrections?	No
Are data routinely merged between departments or divisions in your jurisdiction?	No

4.3.1. How is defendant race and ethnicity determined (e.g., self-reported, determined by arresting police officer)? Does this vary across the primary agencies listed above? If so, please describe the approach for as many of them as possible.

The arresting officer initially determines the race and ethnicity of a defendant. If the arresting officer is unable to determine – it is self-reporting.

4.3.2. How are defendant racial and ethnic categories reported (e.g., black, Hispanic black, Hispanic white, etc.)? Does

this vary across the primary agencies listed above? If so, please describe the approach for as many of them as possible.

Data for race and ethnicity for offenders are currently gathered by arresting officers using driver licenses provided by offenders, or by offender self-reporting. The Escambia County Sheriff's Office and the City of Pensacola Police Department use their SmartCop program to report data on race and ethnicity, which is the sole source of this data for offenders in Escambia County.

Regarding the County's data capacity: Note: Mental health flags are available in current systems but not used. Area prosecutors and criminal defenders may include notes in offender's files.

4.4. To help reviewers understand the data that is currently available in your jurisdiction, please do your best to generate data for 2014 (or the most recent 12-month period for which data are available) on each indicator listed in the Data Capacity Appendix. For each data category (*e.g.*, arrests, jail, bail, etc.), please indicate the source agency from which you gathered the data in the space provided in the template. For example, arrest data may be available through a statewide criminal justice agency, while bail decision data may only be available through the court system. For the application, the Foundation is requesting aggregate data only.

The Foundation understands that not every jurisdiction will be able to provide all of this information at the time of application submission. Lack of comprehensive data will not disqualify applicants at this stage, particularly if your jurisdiction can demonstrate the willingness to work with the Foundation to gather comprehensive data going forward. For any indicators that your jurisdiction is not able to provide at the time of submission, please indicate from the drop-down menu within the Excel document provided whether you would be able to produce the data with some effort, whether you cannot produce the data without significant assistance, or whether you do not currently collect the data.

MacArthur Safety + Justice Challenge Application Data Capacity Appendix
Appendix: Data Request

12 month Reporting Period Start Date:
12 month Reporting Period End Date:

INSTRUCTIONS

To help reviewers understand the data that is currently available in your jurisdiction, please do your best to generate data for 2014 (or the most recent 12-month period for which data are available) on each indicator listed below. For each data category (*e.g.* , arrests, jail, bail, etc.), please indicate the source agency from which you gathered the data in the space provided in the template. For example, arrest data may be available through a statewide criminal justice agency, while bail decision data may only be available through the court system. For the application we are requesting aggregate data only. The Foundation understands that not every jurisdiction will be able to provide all of this information at the time of application submission. Lack of comprehensive data will not disqualify applicants at this stage, particularly if your jurisdiction can demonstrate the willingness to work with the Foundation to gather comprehensive data going forward. For any indicators that your jurisdiction is not able to provide at the time of submission, please indicate from the drop-down menu whether you would be able to produce the data with some effort, whether you could produce the data with significant assistance, or whether you do not currently collect the data.

Decision Point 1: Arrest	**Data**	**Source**	**If you are unable to provide the data, please select from the following:**
Arrests			
Total arrests by top charge severity (felony, misdemeanor, violation, other)	A	Clerk	
Total arrests by race/ethnicity/gender	B, C	Clerk	
# of arrests where defendant had:			
A prior arrest	D	Clerk	
A prior conviction	E	Clerk	
Decision Point 2: Charge	**Data**	**Source**	**If you are unable to provide the data, please select from the following:**
Prosecution			
# of cases accepted for prosecution, broken down by:			
Charge severity: felony, misdemeanor, less than a misdemeanor	F	Clerk	
Major crime categories (*e.g.* persons, property, drugs, etc.)			
Deferred prosecutions			
# of deferred prosecutions	G	Clerk	
Declined to Prosecute			
# of cases declined to prosecute	H	Clerk	
Decision Point 3: Pre-trial Release	**Data**	**Source**	**If you are unable to provide the data, please select from the following:**
Jail admissions: most recent 12 month period			
# of beds (jail capacity)	779	BCC/Jail	
Total admissions to jail for most recent 12-month period, broken down by:		BCC/Jail	
Demographics: race and ethnicity, age, and gender	1	BCC/Jail	
Charge severity: felony, misdemeanor, less than a misdemeanor		BCC/Jail	We can produce this data with some effort (e.g., we can construct these reports by looking at a number of reports and putting something together within a day).
# of admissions in 2014 (or most recent 12 months)	14500	BCC/Jail	
Percent of the 2014 admissions with previous admission(s) to the jail in past 3 years.		BCC/Jail	We do not collect this data at this time.
Jail: 1 day snapshot			
One-day snapshot of the number of people held in detention **(enter date in text box)**, broken down by:	41722	BCC/Jail	
Demographics: race and ethnicity, age, and gender	2	BCC/Jail	
Charge severity: felony, misdemeanor, less than a misdemeanor	I	Clerk	
Average and median length of stay (LOS) for pre-trial detainees by charge severity: felony, misdemeanor, less than a misdemeanor		BCC/Corrections	We do not collect this data at this time.
Bail and Release without Money Bail			
# of defendants released on bail broken down by top charge (felony, misdemeanor, less than a misdemeanor)	J	Clerk	

# of defendants released without money bail broken down by top charge (felony, misdemeanor, less than a misdemeanor)	K	Clerk	
Average and median bail amounts set and paid by top charge level (felony, misdemeanor, less than a misdemeanor)	L	Clerk	
Decision Point 4: Case Processing	**Data**	**Source**	**If you are unable to provide the data, please select from the following:**
Dismissal	M	Clerk	
# of cases disposed at arraignment	N		
# of cases dismissed after arraignment	N	Clerk	
Diversion			
# of cases diverted	O	Clerk	
# of diverted cases that have been successfully completed	P	Clerk	
Decision Point 5: Disposition / Sentencing	**Data**	**Source**	**If you are unable to provide the data, please select from the following:**
Conviction			
# of cases resulted in a guilty plea or conviction	Q	Clerk	
Sentence			
# of convictions resulted in prison sentences	R	Clerk	
# of convictions resulted in jail sentences	S	Clerk	
# of convictions resulted in "time-served" sentences	T	Clerk	
# of convictions resulted in non-incarcerative sentences	U	Clerk	
Decision Point 6: Post-conviction Process / Supervision	**Data**	**Source**	**If you are unable to provide the data, please select from the following:**
Probation			
# of people on probation in the 12 month period	1721	Probation	
# of people who completed probation in the 12 month period	608	Probation	

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity

Reports Included

TAB	Decision Point	Description
A	1 : Arrest	Total arrests by top charge severity
B	1 : Arrest	Total arrests by race
C	1 : Arrest	Total arrests by gender
D	1 : Arrest	# of arrests where defendant had: a prior arrest
E	1 : Arrest	# of arrests where defendant had: a prior conviction
F	2 : Charge	# of cases accepted for prosecution, broken down by charge severity
G	2 : Charge	# of deferred prosecutions
H	2 : Charge	# of cases declined to prosecute
I	3 : Pre-Trial Release	Pre-trial release by charge severity
J	3 : Pre-Trial Release	# of defendants released on bail broken down by top charge
K	3 : Pre-Trial Release	# of defendants released without money bail broken down by top charge
L	3 : Pre-Trial Release	Average bail amount set and paid by top charge
M	4 : Case Processing	# of cases disposed at arraignment
N	4 : Case Processing	# of cases dismissed after arraignment
O	4 : Case Processing	# of cases diverted
P	4 : Case Processing	# of diverted cases that have been successfully completed
Q	5 : Disposition/Sentencing	# of cases resulted in a guilty plea or conviction
R	5 : Disposition/Sentencing	# of convictions resulted in prison sentences
S	5 : Disposition/Sentencing	# of convictions resulted in jail sentences
T	5 : Disposition/Sentencing	# of convictions resulted in "time-served" sentences
U	5 : Disposition/Sentencing	# of convictions resulted in non-incarcerated sentences

1	3 : Pre-Trial Release	Demographics: race and ethnicity, age, and gender
2	3 : Pre-Trial Release	1 day snapshot - Demographics: race and ethnicity, age, and gender

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 1: Arrest

Total arrests by top charge severity (felony, misdemeanor, violation, other)

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
ARRESTS	TOP CHARGE	CF	FELONY	UNKNOWN-CONV CODE / N/A	218
ARRESTS	TOP CHARGE	CF	FELONY	MISDEMEANOR / SECOND DEGRE	7
ARRESTS	TOP CHARGE	CF	FELONY	FELONY / THIRD DEGREE	3,881
ARRESTS	TOP CHARGE	CF	FELONY	NULL	14
ARRESTS	TOP CHARGE	CF	FELONY	FELONY / FIRST DEGREE	435
ARRESTS	TOP CHARGE	CF	FELONY	FELONY / SECOND DEGREE	1,590
ARRESTS	TOP CHARGE	CF	FELONY	MISDEMEANOR / FIRST DEGREE	23
ARRESTS	TOP CHARGE	CF	FELONY	FELONY / LIFE	24
ARRESTS	TOP CHARGE	CF	FELONY	FELONY / CAPITAL	33
ARRESTS	TOP CHARGE	CF	FELONY	NO LEVEL / N/A	1
ARRESTS	TOP CHARGE	CJ	JUVENILE DELINQUENCY	FELONY / FIRST DEGREE	42
ARRESTS	TOP CHARGE	CJ	JUVENILE DELINQUENCY	NULL	2
ARRESTS	TOP CHARGE	CJ	JUVENILE DELINQUENCY	FELONY / LIFE	13
ARRESTS	TOP CHARGE	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / SECOND DEGRE	221
ARRESTS	TOP CHARGE	CJ	JUVENILE DELINQUENCY	FELONY / THIRD DEGREE	415
ARRESTS	TOP CHARGE	CJ	JUVENILE DELINQUENCY	NO LEVEL / N/A	4
ARRESTS	TOP CHARGE	CJ	JUVENILE DELINQUENCY	NO LEVEL / NO DEGREE	12
ARRESTS	TOP CHARGE	CJ	JUVENILE DELINQUENCY	FELONY / SECOND DEGREE	149
ARRESTS	TOP CHARGE	CJ	JUVENILE DELINQUENCY	FELONY / CAPITAL	1
ARRESTS	TOP CHARGE	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / FIRST DEGREE	554
ARRESTS	TOP CHARGE	CT	CRIMINAL TRAFFIC	MISDEMEANOR / FIRST DEGREE	534
ARRESTS	TOP CHARGE	CT	CRIMINAL TRAFFIC	FELONY / THIRD DEGREE	38
ARRESTS	TOP CHARGE	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	3,040
ARRESTS	TOP CHARGE	MM	MISDEMEANOR	NULL	17
ARRESTS	TOP CHARGE	MM	MISDEMEANOR	INFRACTIONS / N/A	3
ARRESTS	TOP CHARGE	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	1,370
ARRESTS	TOP CHARGE	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	5,019
ARRESTS	TOP CHARGE	MM	MISDEMEANOR	COUNTY / N/A	2
ARRESTS	TOP CHARGE	MM	MISDEMEANOR	FELONY / SECOND DEGREE	3
ARRESTS	TOP CHARGE	MM	MISDEMEANOR	FELONY / THIRD DEGREE	12
ARRESTS	TOP CHARGE	MM	MISDEMEANOR	FELONY / FIRST DEGREE	1

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 1: Arrest

Total arrests by Race

ReportType	ReportCategory	CourtType	CourtTypeDescription	RaceCode	RaceDescription	OBTSCode	TotalCases
ARRESTS	BY RACE	CF	FELONY	A	ASIAN	O	21
ARRESTS	BY RACE	CF	FELONY	B	BLACK	B	3,104
ARRESTS	BY RACE	CF	FELONY	H	HISPANIC	W	46
ARRESTS	BY RACE	CF	FELONY	I	AMERICAN INDIAN	I	8
ARRESTS	BY RACE	CF	FELONY	O	ORIENTAL/ASIAN	O	19
ARRESTS	BY RACE	CF	FELONY	T	OTHER	W	4
ARRESTS	BY RACE	CF	FELONY	U	UNKNOWN	W	1
ARRESTS	BY RACE	CF	FELONY	W	WHITE	W	3,006
ARRESTS	BY RACE	CJ	JUVENILE DELINQUENCY	A	ASIAN	O	3
ARRESTS	BY RACE	CJ	JUVENILE DELINQUENCY	B	BLACK	B	888
ARRESTS	BY RACE	CJ	JUVENILE DELINQUENCY	H	HISPANIC	W	6
ARRESTS	BY RACE	CJ	JUVENILE DELINQUENCY	O	ORIENTAL/ASIAN	O	1
ARRESTS	BY RACE	CJ	JUVENILE DELINQUENCY	T	OTHER	W	1
ARRESTS	BY RACE	CJ	JUVENILE DELINQUENCY	W	WHITE	W	425
ARRESTS	BY RACE	CT	CRIMINAL TRAFFIC	A	ASIAN	O	23
ARRESTS	BY RACE	CT	CRIMINAL TRAFFIC	B	BLACK	B	1,691
ARRESTS	BY RACE	CT	CRIMINAL TRAFFIC	H	HISPANIC	W	203
ARRESTS	BY RACE	CT	CRIMINAL TRAFFIC	I	AMERICAN INDIAN	I	3
ARRESTS	BY RACE	CT	CRIMINAL TRAFFIC	O	ORIENTAL/ASIAN	O	24
ARRESTS	BY RACE	CT	CRIMINAL TRAFFIC	T	OTHER	W	11
ARRESTS	BY RACE	CT	CRIMINAL TRAFFIC	U	UNKNOWN	W	13
ARRESTS	BY RACE	CT	CRIMINAL TRAFFIC	W	WHITE	W	1,633
ARRESTS	BY RACE	MM	MISDEMEANOR	A	ASIAN	O	18
ARRESTS	BY RACE	MM	MISDEMEANOR	B	BLACK	B	2,658
ARRESTS	BY RACE	MM	MISDEMEANOR	H	HISPANIC	W	68
ARRESTS	BY RACE	MM	MISDEMEANOR	I	AMERICAN INDIAN	I	12
ARRESTS	BY RACE	MM	MISDEMEANOR	O	ORIENTAL/ASIAN	O	35
ARRESTS	BY RACE	MM	MISDEMEANOR	T	OTHER	W	6
ARRESTS	BY RACE	MM	MISDEMEANOR	U	UNKNOWN	W	7
ARRESTS	BY RACE	MM	MISDEMEANOR	W	WHITE	W	3,563

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 1: Arrest

Total arrests by Gender

ReportType	ReportCategory	CourtType	CourtTypeDescription	RaceCode	RaceDescription	OBTSCode	TotalCases
ARRESTS	BY GENDER	CF	FELONY			NULL	10
ARRESTS	BY GENDER	CF	FELONY	F	Female	F	1,326
ARRESTS	BY GENDER	CF	FELONY	M	Male	M	4,884
ARRESTS	BY GENDER	CJ	JUVENILE DELINQUENCY			NULL	15
ARRESTS	BY GENDER	CJ	JUVENILE DELINQUENCY	F	Female	F	353
ARRESTS	BY GENDER	CJ	JUVENILE DELINQUENCY	M	Male	M	974
ARRESTS	BY GENDER	CT	CRIMINAL TRAFFIC	F	Female	F	1,116
ARRESTS	BY GENDER	CT	CRIMINAL TRAFFIC	M	Male	M	2,489
ARRESTS	BY GENDER	MM	MISDEMEANOR			NULL	25
ARRESTS	BY GENDER	MM	MISDEMEANOR	F	Female	F	2,123
ARRESTS	BY GENDER	MM	MISDEMEANOR	M	Male	M	4,232

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 1: Arrest

# of Arrests where defendant had: A prior arrest

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
ARRESTS	PRIOR ARREST	CF	FELONY	NULL	10
ARRESTS	PRIOR ARREST	CF	FELONY	FELONY / CAPITAL	23
ARRESTS	PRIOR ARREST	CF	FELONY	FELONY / FIRST DEGREE	298
ARRESTS	PRIOR ARREST	CF	FELONY	FELONY / LIFE	12
ARRESTS	PRIOR ARREST	CF	FELONY	FELONY / SECOND DEGREE	1,205
ARRESTS	PRIOR ARREST	CF	FELONY	FELONY / THIRD DEGREE	2,866
ARRESTS	PRIOR ARREST	CF	FELONY	MISDEMEANOR / FIRST DEGREE	21
ARRESTS	PRIOR ARREST	CF	FELONY	MISDEMEANOR / SECOND DEGRE	7
ARRESTS	PRIOR ARREST	CF	FELONY	UNKNOWN-CONV CODE / N/A	133
ARRESTS	PRIOR ARREST	CJ	JUVENILE DELINQUENCY	NULL	2
ARRESTS	PRIOR ARREST	CJ	JUVENILE DELINQUENCY	FELONY / CAPITAL	1
ARRESTS	PRIOR ARREST	CJ	JUVENILE DELINQUENCY	FELONY / FIRST DEGREE	30
ARRESTS	PRIOR ARREST	CJ	JUVENILE DELINQUENCY	FELONY / LIFE	3
ARRESTS	PRIOR ARREST	CJ	JUVENILE DELINQUENCY	FELONY / SECOND DEGREE	88
ARRESTS	PRIOR ARREST	CJ	JUVENILE DELINQUENCY	FELONY / THIRD DEGREE	271
ARRESTS	PRIOR ARREST	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / FIRST DEGREE	299
ARRESTS	PRIOR ARREST	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / SECOND DEGRE	86
ARRESTS	PRIOR ARREST	CJ	JUVENILE DELINQUENCY	NO LEVEL / N/A	3
ARRESTS	PRIOR ARREST	CJ	JUVENILE DELINQUENCY	NO LEVEL / NO DEGREE	7
ARRESTS	PRIOR ARREST	CT	CRIMINAL TRAFFIC	FELONY / THIRD DEGREE	38
ARRESTS	PRIOR ARREST	CT	CRIMINAL TRAFFIC	MISDEMEANOR / FIRST DEGREE	319
ARRESTS	PRIOR ARREST	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	1,273
ARRESTS	PRIOR ARREST	MM	MISDEMEANOR	NULL	7
ARRESTS	PRIOR ARREST	MM	MISDEMEANOR	COUNTY / N/A	2
ARRESTS	PRIOR ARREST	MM	MISDEMEANOR	FELONY / SECOND DEGREE	3
ARRESTS	PRIOR ARREST	MM	MISDEMEANOR	FELONY / THIRD DEGREE	8
ARRESTS	PRIOR ARREST	MM	MISDEMEANOR	INFRACTIONS / N/A	1
ARRESTS	PRIOR ARREST	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	2,829
ARRESTS	PRIOR ARREST	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	653

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 1: Arrest

# of Arrests where defendant had: A prior conviction

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
ARRESTS	PRIOR CONVICTION	CF	FELONY	NULL	4
ARRESTS	PRIOR CONVICTION	CF	FELONY	FELONY / CAPITAL	13
ARRESTS	PRIOR CONVICTION	CF	FELONY	FELONY / FIRST DEGREE	215
ARRESTS	PRIOR CONVICTION	CF	FELONY	FELONY / LIFE	9
ARRESTS	PRIOR CONVICTION	CF	FELONY	FELONY / SECOND DEGREE	916
ARRESTS	PRIOR CONVICTION	CF	FELONY	FELONY / THIRD DEGREE	2,137
ARRESTS	PRIOR CONVICTION	CF	FELONY	MISDEMEANOR / FIRST DEGREE	10
ARRESTS	PRIOR CONVICTION	CF	FELONY	MISDEMEANOR / SECOND DEGRE	5
ARRESTS	PRIOR CONVICTION	CF	FELONY	UNKNOWN-CONV CODE / N/A	98
ARRESTS	PRIOR CONVICTION	CJ	JUVENILE DELINQUENCY	NULL	1
ARRESTS	PRIOR CONVICTION	CJ	JUVENILE DELINQUENCY	FELONY / FIRST DEGREE	15
ARRESTS	PRIOR CONVICTION	CJ	JUVENILE DELINQUENCY	FELONY / LIFE	1
ARRESTS	PRIOR CONVICTION	CJ	JUVENILE DELINQUENCY	FELONY / SECOND DEGREE	30
ARRESTS	PRIOR CONVICTION	CJ	JUVENILE DELINQUENCY	FELONY / THIRD DEGREE	131
ARRESTS	PRIOR CONVICTION	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / FIRST DEGREE	83
ARRESTS	PRIOR CONVICTION	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / SECOND DEGRE	29
ARRESTS	PRIOR CONVICTION	CJ	JUVENILE DELINQUENCY	NO LEVEL / N/A	2
ARRESTS	PRIOR CONVICTION	CJ	JUVENILE DELINQUENCY	NO LEVEL / NO DEGREE	5
ARRESTS	PRIOR CONVICTION	CT	CRIMINAL TRAFFIC	FELONY / THIRD DEGREE	25
ARRESTS	PRIOR CONVICTION	CT	CRIMINAL TRAFFIC	MISDEMEANOR / FIRST DEGREE	220
ARRESTS	PRIOR CONVICTION	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	683
ARRESTS	PRIOR CONVICTION	MM	MISDEMEANOR	NULL	2
ARRESTS	PRIOR CONVICTION	MM	MISDEMEANOR	COUNTY / N/A	2
ARRESTS	PRIOR CONVICTION	MM	MISDEMEANOR	FELONY / SECOND DEGREE	2
ARRESTS	PRIOR CONVICTION	MM	MISDEMEANOR	FELONY / THIRD DEGREE	6
ARRESTS	PRIOR CONVICTION	MM	MISDEMEANOR	INFRACTIONS / N/A	1
ARRESTS	PRIOR CONVICTION	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	1,758
ARRESTS	PRIOR CONVICTION	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	450

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 2: Charge

# of Cases accepted for prosecution, broken down by Charge Severity

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
PROSECUTION	TOP CHARGE	CF	FELONY	NULL	776
PROSECUTION	TOP CHARGE	CF	FELONY	FELONY / CAPITAL	21
PROSECUTION	TOP CHARGE	CF	FELONY	FELONY / FIRST DEGREE	305
PROSECUTION	TOP CHARGE	CF	FELONY	FELONY / FIRST DEGREE, PUNISH	3
PROSECUTION	TOP CHARGE	CF	FELONY	FELONY / LIFE	32
PROSECUTION	TOP CHARGE	CF	FELONY	FELONY / SECOND DEGREE	1,048
PROSECUTION	TOP CHARGE	CF	FELONY	FELONY / THIRD DEGREE	2,986
PROSECUTION	TOP CHARGE	CF	FELONY	MISDEMEANOR / FIRST DEGREE	154
PROSECUTION	TOP CHARGE	CF	FELONY	MISDEMEANOR / SECOND DEGRE	40
PROSECUTION	TOP CHARGE	CJ	JUVENILE DELINQUENCY	NULL	65
PROSECUTION	TOP CHARGE	CJ	JUVENILE DELINQUENCY	FELONY / FIRST DEGREE	14
PROSECUTION	TOP CHARGE	CJ	JUVENILE DELINQUENCY	FELONY / LIFE	15
PROSECUTION	TOP CHARGE	CJ	JUVENILE DELINQUENCY	FELONY / SECOND DEGREE	68
PROSECUTION	TOP CHARGE	CJ	JUVENILE DELINQUENCY	FELONY / THIRD DEGREE	310
PROSECUTION	TOP CHARGE	CJ	JUVENILE DELINQUENCY	INFRACTIONS / FIRST DEGREE	1
PROSECUTION	TOP CHARGE	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / FIRST DEGREE	403
PROSECUTION	TOP CHARGE	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / SECOND DEGRE	149
PROSECUTION	TOP CHARGE	CJ	JUVENILE DELINQUENCY	NO LEVEL / NO DEGREE	6
PROSECUTION	TOP CHARGE	CT	CRIMINAL TRAFFIC	NULL	783
PROSECUTION	TOP CHARGE	CT	CRIMINAL TRAFFIC	MISDEMEANOR / FIRST DEGREE	270
PROSECUTION	TOP CHARGE	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	709
PROSECUTION	TOP CHARGE	MM	MISDEMEANOR	NULL	1,482
PROSECUTION	TOP CHARGE	MM	MISDEMEANOR	COUNTY / N/A	2
PROSECUTION	TOP CHARGE	MM	MISDEMEANOR	INFRACTIONS / N/A	2
PROSECUTION	TOP CHARGE	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	2,760
PROSECUTION	TOP CHARGE	MM	MISDEMEANOR	MISDEMEANOR / N/A	1
PROSECUTION	TOP CHARGE	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	898
PROSECUTION	TOP CHARGE	MM	MISDEMEANOR	MUNICIPAL ORDINANCE / N/A	1

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 2: Charge

Deferred prosecutions: # of deferred prosecutions

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
PROSECUTION	DEFERRED	CF	FELONY	NULL	159
PROSECUTION	DEFERRED	CF	FELONY	FELONY / FIRST DEGREE	4
PROSECUTION	DEFERRED	CF	FELONY	FELONY / SECOND DEGREE	5
PROSECUTION	DEFERRED	CF	FELONY	FELONY / THIRD DEGREE	11
PROSECUTION	DEFERRED	CF	FELONY	MISDEMEANOR / FIRST DEGREE	6
PROSECUTION	DEFERRED	CJ	JUVENILE DELINQUENCY	NULL	6
PROSECUTION	DEFERRED	CJ	JUVENILE DELINQUENCY	FELONY / SECOND DEGREE	1
PROSECUTION	DEFERRED	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / FIRST DEGREE	6
PROSECUTION	DEFERRED	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / SECOND DEGRE	3
PROSECUTION	DEFERRED	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	1
PROSECUTION	DEFERRED	MM	MISDEMEANOR	NULL	264
PROSECUTION	DEFERRED	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	11
PROSECUTION	DEFERRED	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	3

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 2: Charge

Declined to Prosecute : # of cases declined to prosecute

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
PROSECUTION	DECLINED	CF	FELONY	NULL	48
PROSECUTION	DECLINED	CF	FELONY	FELONY / CAPITAL	14
PROSECUTION	DECLINED	CF	FELONY	FELONY / FIRST DEGREE	198
PROSECUTION	DECLINED	CF	FELONY	FELONY / FIRST DEGREE, PUNISH	1
PROSECUTION	DECLINED	CF	FELONY	FELONY / LIFE	26
PROSECUTION	DECLINED	CF	FELONY	FELONY / SECOND DEGREE	786
PROSECUTION	DECLINED	CF	FELONY	FELONY / THIRD DEGREE	2,373
PROSECUTION	DECLINED	CF	FELONY	MISDEMEANOR / FIRST DEGREE	2
PROSECUTION	DECLINED	CF	FELONY	MISDEMEANOR / SECOND DEGRE	1
PROSECUTION	DECLINED	CJ	JUVENILE DELINQUENCY	NULL	1
PROSECUTION	DECLINED	CJ	JUVENILE DELINQUENCY	FELONY / FIRST DEGREE	9
PROSECUTION	DECLINED	CJ	JUVENILE DELINQUENCY	FELONY / LIFE	14
PROSECUTION	DECLINED	CJ	JUVENILE DELINQUENCY	FELONY / SECOND DEGREE	47
PROSECUTION	DECLINED	CJ	JUVENILE DELINQUENCY	FELONY / THIRD DEGREE	244
PROSECUTION	DECLINED	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / FIRST DEGREE	358
PROSECUTION	DECLINED	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / SECOND DEGRE	141
PROSECUTION	DECLINED	CJ	JUVENILE DELINQUENCY	NO LEVEL / NO DEGREE	6
PROSECUTION	DECLINED	CT	CRIMINAL TRAFFIC	NULL	9
PROSECUTION	DECLINED	CT	CRIMINAL TRAFFIC	MISDEMEANOR / FIRST DEGREE	262
PROSECUTION	DECLINED	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	659
PROSECUTION	DECLINED	MM	MISDEMEANOR	NULL	81
PROSECUTION	DECLINED	MM	MISDEMEANOR	COUNTY / N/A	2
PROSECUTION	DECLINED	MM	MISDEMEANOR	INFRACTIONS / N/A	2
PROSECUTION	DECLINED	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	2,582
PROSECUTION	DECLINED	MM	MISDEMEANOR	MISDEMEANOR / N/A	1
PROSECUTION	DECLINED	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	837
PROSECUTION	DECLINED	MM	MISDEMEANOR	MUNICIPAL ORDINANCE / N/A	1

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 3: Pre-Trial Release (continued)

Pre-Trial Release : Charge severity: felony, misdemeanor, less than a misdemeanor

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
PRE-TRIAL	COURT ACTION	CF	FELONY	NULL	35
PRE-TRIAL	COURT ACTION	CF	FELONY	FELONY / FIRST DEGREE	1
PRE-TRIAL	COURT ACTION	CF	FELONY	FELONY / LIFE	1
PRE-TRIAL	COURT ACTION	CF	FELONY	FELONY / SECOND DEGREE	15
PRE-TRIAL	COURT ACTION	CF	FELONY	FELONY / THIRD DEGREE	126
PRE-TRIAL	COURT ACTION	CF	FELONY	MISDEMEANOR / FIRST DEGREE	1
PRE-TRIAL	COURT ACTION	CT	CRIMINAL TRAFFIC	NULL	133
PRE-TRIAL	COURT ACTION	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	12
PRE-TRIAL	COURT ACTION	MM	MISDEMEANOR	NULL	339
PRE-TRIAL	COURT ACTION	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	287
PRE-TRIAL	COURT ACTION	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	89

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 3: Pre-Trial Release (continued)

Bail and Release without Money Bail: # of defendants released on bail broken down by top charge

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
BONDS	POSTED	CF	FELONY	NULL	6
BONDS	POSTED	CF	FELONY	FELONY / CAPITAL	3
BONDS	POSTED	CF	FELONY	FELONY / FIRST DEGREE	230
BONDS	POSTED	CF	FELONY	FELONY / LIFE	4
BONDS	POSTED	CF	FELONY	FELONY / SECOND DEGREE	888
BONDS	POSTED	CF	FELONY	FELONY / THIRD DEGREE	2,557
BONDS	POSTED	CF	FELONY	MISDEMEANOR / FIRST DEGREE	4
BONDS	POSTED	CF	FELONY	MISDEMEANOR / SECOND DEGRE	3
BONDS	POSTED	CF	FELONY	NO LEVEL / N/A	1
BONDS	POSTED	CF	FELONY	NO LEVEL / NO DEGREE	2
BONDS	POSTED	CJ	JUVENILE DELINQUENCY	FELONY / FIRST DEGREE	1
BONDS	POSTED	CJ	JUVENILE DELINQUENCY	FELONY / SECOND DEGREE	1
BONDS	POSTED	CJ	JUVENILE DELINQUENCY	FELONY / THIRD DEGREE	3
BONDS	POSTED	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / FIRST DEGREE	3
BONDS	POSTED	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / SECOND DEGRE	1
BONDS	POSTED	CT	CRIMINAL TRAFFIC	FELONY / THIRD DEGREE	50
BONDS	POSTED	CT	CRIMINAL TRAFFIC	MISDEMEANOR / FIRST DEGREE	232
BONDS	POSTED	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	798
BONDS	POSTED	MM	MISDEMEANOR	NULL	11
BONDS	POSTED	MM	MISDEMEANOR	FELONY / SECOND DEGREE	2
BONDS	POSTED	MM	MISDEMEANOR	FELONY / THIRD DEGREE	9
BONDS	POSTED	MM	MISDEMEANOR	INFRACTIONS / N/A	2
BONDS	POSTED	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	3,879
BONDS	POSTED	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	897
BONDS	POSTED	MM	MISDEMEANOR	NO LEVEL / NO DEGREE	1

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 3: Pre-Trial Release (continued)

Bail and Release without Money Bail: # of defendants released without money bail broken down by top charge

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
BONDS	POSTED WITHOUT MONEY	CF	FELONY	NULL	2
BONDS	POSTED WITHOUT MONEY	CF	FELONY	FELONY / FIRST DEGREE	57
BONDS	POSTED WITHOUT MONEY	CF	FELONY	FELONY / LIFE	2
BONDS	POSTED WITHOUT MONEY	CF	FELONY	FELONY / SECOND DEGREE	166
BONDS	POSTED WITHOUT MONEY	CF	FELONY	FELONY / THIRD DEGREE	468
BONDS	POSTED WITHOUT MONEY	CF	FELONY	MISDEMEANOR / FIRST DEGREE	1
BONDS	POSTED WITHOUT MONEY	CF	FELONY	MISDEMEANOR / SECOND DEGRE	1
BONDS	POSTED WITHOUT MONEY	CF	FELONY	NO LEVEL / N/A	1
BONDS	POSTED WITHOUT MONEY	CT	CRIMINAL TRAFFIC	FELONY / THIRD DEGREE	9
BONDS	POSTED WITHOUT MONEY	CT	CRIMINAL TRAFFIC	MISDEMEANOR / FIRST DEGREE	35
BONDS	POSTED WITHOUT MONEY	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	253
BONDS	POSTED WITHOUT MONEY	MM	MISDEMEANOR	NULL	4
BONDS	POSTED WITHOUT MONEY	MM	MISDEMEANOR	FELONY / SECOND DEGREE	1
BONDS	POSTED WITHOUT MONEY	MM	MISDEMEANOR	FELONY / THIRD DEGREE	2
BONDS	POSTED WITHOUT MONEY	MM	MISDEMEANOR	INFRACTIONS / N/A	1
BONDS	POSTED WITHOUT MONEY	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	1,057
BONDS	POSTED WITHOUT MONEY	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	213
BONDS	POSTED WITHOUT MONEY	MM	MISDEMEANOR	NO LEVEL / NO DEGREE	1

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 3: Pre-Trial Release (continued)

Bail and Release without Money Bail: Average Bail Amounts Set and Paid by top charge level

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
BONDS	AVERAGE	CF	FELONY	NULL	2,285.71
BONDS	AVERAGE	CF	FELONY	FELONY / CAPITAL	23,200.00
BONDS	AVERAGE	CF	FELONY	FELONY / FIRST DEGREE	11,791.26
BONDS	AVERAGE	CF	FELONY	FELONY / LIFE	24,785.71
BONDS	AVERAGE	CF	FELONY	FELONY / SECOND DEGREE	5,307.73
BONDS	AVERAGE	CF	FELONY	FELONY / THIRD DEGREE	3,055.00
BONDS	AVERAGE	CF	FELONY	MISDEMEANOR / FIRST DEGREE	1,214.29
BONDS	AVERAGE	CF	FELONY	MISDEMEANOR / SECOND DEGRE	750.00
BONDS	AVERAGE	CF	FELONY	NO LEVEL / N/A	1,000.00
BONDS	AVERAGE	CF	FELONY	NO LEVEL / NO DEGREE	4,000.00
BONDS	AVERAGE	CJ	JUVENILE DELINQUENCY	FELONY / FIRST DEGREE	250.00
BONDS	AVERAGE	CJ	JUVENILE DELINQUENCY	FELONY / SECOND DEGREE	50.00
BONDS	AVERAGE	CJ	JUVENILE DELINQUENCY	FELONY / THIRD DEGREE	116.67
BONDS	AVERAGE	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / FIRST DEGREE	188.23
BONDS	AVERAGE	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / SECOND DEGRE	100.00
BONDS	AVERAGE	CT	CRIMINAL TRAFFIC	FELONY / THIRD DEGREE	2,151.89
BONDS	AVERAGE	CT	CRIMINAL TRAFFIC	MISDEMEANOR / FIRST DEGREE	1,841.46
BONDS	AVERAGE	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	989.55
BONDS	AVERAGE	MM	MISDEMEANOR	NULL	1,083.33
BONDS	AVERAGE	MM	MISDEMEANOR	FELONY / SECOND DEGREE	10,000.00
BONDS	AVERAGE	MM	MISDEMEANOR	FELONY / THIRD DEGREE	1,115.38
BONDS	AVERAGE	MM	MISDEMEANOR	INFRACTIONS / N/A	250.00
BONDS	AVERAGE	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	1,152.46
BONDS	AVERAGE	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	881.06

Escambia County Florida Clerk of the Circuit Court
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Decision Point 4: Case Processing

Dismissal : # of cases disposed at arraignment

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
PRE-TRIAL	COURT ACTION	CF	FELONY	NULL	3
PRE-TRIAL	COURT ACTION	CF	FELONY	FELONY / THIRD DEGREE	8
PRE-TRIAL	COURT ACTION	CT	CRIMINAL TRAFFIC	NULL	1,531
PRE-TRIAL	COURT ACTION	CT	CRIMINAL TRAFFIC	MISDEMEANOR / FIRST DEGREE	55
PRE-TRIAL	COURT ACTION	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	100
PRE-TRIAL	COURT ACTION	MM	MISDEMEANOR	NULL	122
PRE-TRIAL	COURT ACTION	MM	MISDEMEANOR	COUNTY / N/A	1
PRE-TRIAL	COURT ACTION	MM	MISDEMEANOR	INFRACTIONS / N/A	2
PRE-TRIAL	COURT ACTION	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	340
PRE-TRIAL	COURT ACTION	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	189

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 4: Case Processing

Dismissal : # of cases dismissed after arraignment

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
PRE-TRIAL	DISMISSED AFTER ARRAIGNMEN	CF	FELONY	NULL	1
PRE-TRIAL	DISMISSED AFTER ARRAIGNMEN	CF	FELONY	FELONY / FIRST DEGREE	1
PRE-TRIAL	DISMISSED AFTER ARRAIGNMEN	CF	FELONY	FELONY / SECOND DEGREE	15
PRE-TRIAL	DISMISSED AFTER ARRAIGNMEN	CF	FELONY	FELONY / THIRD DEGREE	21
PRE-TRIAL	DISMISSED AFTER ARRAIGNMEN	CT	CRIMINAL TRAFFIC	NULL	7
PRE-TRIAL	DISMISSED AFTER ARRAIGNMEN	CT	CRIMINAL TRAFFIC	MISDEMEANOR / FIRST DEGREE	2
PRE-TRIAL	DISMISSED AFTER ARRAIGNMEN	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	7
PRE-TRIAL	DISMISSED AFTER ARRAIGNMEN	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	38
PRE-TRIAL	DISMISSED AFTER ARRAIGNMEN	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	8

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 4: Case Processing

Diversion: # of cases diverted

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
DIVERSION	CASES DIVERTE	CF	FELONY	FELONY / FIRST DEGREE	1
DIVERSION	CASES DIVERTE	CF	FELONY	FELONY / LIFE	1
DIVERSION	CASES DIVERTE	CF	FELONY	FELONY / SECOND DEGREE	16
DIVERSION	CASES DIVERTE	CF	FELONY	FELONY / THIRD DEGREE	159
DIVERSION	CASES DIVERTE	CF	FELONY	MISDEMEANOR / FIRST DEGREE	7
DIVERSION	CASES DIVERTE	CF	FELONY	MISDEMEANOR / SECOND DEGRE	1
DIVERSION	CASES DIVERTE	CF	FELONY	UNKNOWN-CONV CODE / N/A	2
DIVERSION	CASES DIVERTE	CT	CRIMINAL TRAFFIC	MISDEMEANOR / FIRST DEGREE	5
DIVERSION	CASES DIVERTE	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	140
DIVERSION	CASES DIVERTE	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	682
DIVERSION	CASES DIVERTE	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	172

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 4: Case Processing

Diversion: # of diverted cases that have been successfully completed

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
PRE-TRIAL	SUCCESSFULLY COMPLETE	CF	FELONY	NULL	199
PRE-TRIAL	SUCCESSFULLY COMPLETE	CF	FELONY	FELONY / SECOND DEGREE	3
PRE-TRIAL	SUCCESSFULLY COMPLETE	CF	FELONY	FELONY / THIRD DEGREE	18
PRE-TRIAL	SUCCESSFULLY COMPLETE	CF	FELONY	MISDEMEANOR / FIRST DEGREE	6
PRE-TRIAL	SUCCESSFULLY COMPLETE	CT	CRIMINAL TRAFFIC	NULL	512
PRE-TRIAL	SUCCESSFULLY COMPLETE	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	4
PRE-TRIAL	SUCCESSFULLY COMPLETE	MM	MISDEMEANOR	NULL	747
PRE-TRIAL	SUCCESSFULLY COMPLETE	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	107
PRE-TRIAL	SUCCESSFULLY COMPLETE	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	44

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 5: Disposition / Sentencing

Conviction : # of cases resulted in a guilty plea or conviction

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
DISPOSITION	CONVICTION	CF	FELONY	FELONY / CAPITAL	12
DISPOSITION	CONVICTION	CF	FELONY	FELONY / FIRST DEGREE	157
DISPOSITION	CONVICTION	CF	FELONY	FELONY / FIRST DEGREE, PUNISH	1
DISPOSITION	CONVICTION	CF	FELONY	FELONY / LIFE	7
DISPOSITION	CONVICTION	CF	FELONY	FELONY / SECOND DEGREE	626
DISPOSITION	CONVICTION	CF	FELONY	FELONY / THIRD DEGREE	2,011
DISPOSITION	CONVICTION	CF	FELONY	MISDEMEANOR / FIRST DEGREE	460
DISPOSITION	CONVICTION	CF	FELONY	MISDEMEANOR / SECOND DEGRE	93
DISPOSITION	CONVICTION	CJ	JUVENILE DELINQUENCY	FELONY / FIRST DEGREE	7
DISPOSITION	CONVICTION	CJ	JUVENILE DELINQUENCY	FELONY / LIFE	4
DISPOSITION	CONVICTION	CJ	JUVENILE DELINQUENCY	FELONY / SECOND DEGREE	30
DISPOSITION	CONVICTION	CJ	JUVENILE DELINQUENCY	FELONY / THIRD DEGREE	153
DISPOSITION	CONVICTION	CJ	JUVENILE DELINQUENCY	INFRACTIONS / FIRST DEGREE	1
DISPOSITION	CONVICTION	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / FIRST DEGREE	100
DISPOSITION	CONVICTION	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / SECOND DEGRE	43
DISPOSITION	CONVICTION	CT	CRIMINAL TRAFFIC	MISDEMEANOR / FIRST DEGREE	345
DISPOSITION	CONVICTION	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	1,267
DISPOSITION	CONVICTION	CT	CRIMINAL TRAFFIC	MUNICIPAL ORDINANCE / SECONI	1
DISPOSITION	CONVICTION	CT	CRIMINAL TRAFFIC	NON-MOVING INFRACTION / SECC	2
DISPOSITION	CONVICTION	CT	CRIMINAL TRAFFIC	PEDESTRIAN / SECOND DEGREE	2
DISPOSITION	CONVICTION	MM	MISDEMEANOR	INFRACTIONS / N/A	1
DISPOSITION	CONVICTION	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	2,176
DISPOSITION	CONVICTION	MM	MISDEMEANOR	MISDEMEANOR / N/A	1
DISPOSITION	CONVICTION	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	637
DISPOSITION	CONVICTION	MM	MISDEMEANOR	MUNICIPAL ORDINANCE / N/A	1

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 5: Disposition / Sentencing

Sentence : # of convictions resulting in prison sentence

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
SENTENCE	PRISON	CF	FELONY	FELONY / CAPITAL	12
SENTENCE	PRISON	CF	FELONY	FELONY / FIRST DEGREE	143
SENTENCE	PRISON	CF	FELONY	FELONY / FIRST DEGREE, PUNISH	1
SENTENCE	PRISON	CF	FELONY	FELONY / LIFE	6
SENTENCE	PRISON	CF	FELONY	FELONY / SECOND DEGREE	342
SENTENCE	PRISON	CF	FELONY	FELONY / THIRD DEGREE	592
SENTENCE	PRISON	CF	FELONY	MISDEMEANOR / FIRST DEGREE	1

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 5: Disposition / Sentencing

Sentence : # of convictions resulting in jail sentence

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
SENTENCE	JAIL	CF	FELONY	FELONY / CAPITAL	1
SENTENCE	JAIL	CF	FELONY	FELONY / FIRST DEGREE	30
SENTENCE	JAIL	CF	FELONY	FELONY / SECOND DEGREE	269
SENTENCE	JAIL	CF	FELONY	FELONY / THIRD DEGREE	1,000
SENTENCE	JAIL	CF	FELONY	MISDEMEANOR / FIRST DEGREE	204
SENTENCE	JAIL	CF	FELONY	MISDEMEANOR / SECOND DEGRE	36
SENTENCE	JAIL	CT	CRIMINAL TRAFFIC	MISDEMEANOR / FIRST DEGREE	53
SENTENCE	JAIL	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	122
SENTENCE	JAIL	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	1,071
SENTENCE	JAIL	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	310
SENTENCE	JAIL	MM	MISDEMEANOR	MUNICIPAL ORDINANCE / N/A	1

Escambia County Florida Clerk of the Circuit Court
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 5: Disposition / Sentencing

Sentence : # of convictions resulting in "time—served" sentences

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
SENTENCE	CREDIT TIME SERVE	CF	FELONY	FELONY / CAPITAL	12
SENTENCE	CREDIT TIME SERVE	CF	FELONY	FELONY / FIRST DEGREE	150
SENTENCE	CREDIT TIME SERVE	CF	FELONY	FELONY / FIRST DEGREE, PUNISH	1
SENTENCE	CREDIT TIME SERVE	CF	FELONY	FELONY / LIFE	6
SENTENCE	CREDIT TIME SERVE	CF	FELONY	FELONY / SECOND DEGREE	516
SENTENCE	CREDIT TIME SERVE	CF	FELONY	FELONY / THIRD DEGREE	1,416
SENTENCE	CREDIT TIME SERVE	CF	FELONY	MISDEMEANOR / FIRST DEGREE	193
SENTENCE	CREDIT TIME SERVE	CF	FELONY	MISDEMEANOR / SECOND DEGRE	32
SENTENCE	CREDIT TIME SERVE	CT	CRIMINAL TRAFFIC	MISDEMEANOR / FIRST DEGREE	28
SENTENCE	CREDIT TIME SERVE	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	61
SENTENCE	CREDIT TIME SERVE	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	938
SENTENCE	CREDIT TIME SERVE	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	285
SENTENCE	CREDIT TIME SERVE	MM	MISDEMEANOR	MUNICIPAL ORDINANCE / N/A	1

Escambia County Florida Clerk of the Circuit Court
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Decision Point 5: Disposition / Sentencing

Sentence : # of convictions resulting in non-incarcerated sentences

ReportType	ReportCategory	CourtType	CourtTypeDescription	LevelDegree	TotalCases
SENTENCE	NON-INCARCERATED	CF	FELONY	FELONY / FIRST DEGREE	62
SENTENCE	NON-INCARCERATED	CF	FELONY	FELONY / LIFE	2
SENTENCE	NON-INCARCERATED	CF	FELONY	FELONY / SECOND DEGREE	321
SENTENCE	NON-INCARCERATED	CF	FELONY	FELONY / THIRD DEGREE	1,247
SENTENCE	NON-INCARCERATED	CF	FELONY	MISDEMEANOR / FIRST DEGREE	218
SENTENCE	NON-INCARCERATED	CF	FELONY	MISDEMEANOR / SECOND DEGRE	33
SENTENCE	NON-INCARCERATED	CJ	JUVENILE DELINQUENCY	FELONY / FIRST DEGREE	5
SENTENCE	NON-INCARCERATED	CJ	JUVENILE DELINQUENCY	FELONY / SECOND DEGREE	4
SENTENCE	NON-INCARCERATED	CJ	JUVENILE DELINQUENCY	FELONY / THIRD DEGREE	11
SENTENCE	NON-INCARCERATED	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / FIRST DEGREE	26
SENTENCE	NON-INCARCERATED	CJ	JUVENILE DELINQUENCY	MISDEMEANOR / SECOND DEGRE	1
SENTENCE	NON-INCARCERATED	CT	CRIMINAL TRAFFIC	MISDEMEANOR / FIRST DEGREE	61
SENTENCE	NON-INCARCERATED	CT	CRIMINAL TRAFFIC	MISDEMEANOR / SECOND DEGRE	170
SENTENCE	NON-INCARCERATED	MM	MISDEMEANOR	MISDEMEANOR / FIRST DEGREE	993
SENTENCE	NON-INCARCERATED	MM	MISDEMEANOR	MISDEMEANOR / N/A	1
SENTENCE	NON-INCARCERATED	MM	MISDEMEANOR	MISDEMEANOR / SECOND DEGRE	293

Escambia County Corrections
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 3: Pre-Trial Release
Demographics: race and ethnicity, age, and gender

Race/Ethnicity

A: 0.40% (Asian) B: 52.01% (Black) O: 0.14% (Other) U: 0.14% (Unknown) W: 47.18% (White)

Gender

M: 83.76% (Male) F: 16.18% (Female)

Age

AGE DATAe	avg_age_pop
4	0.09041095890410
5	0.04931506849315
15	0.98356164383561
16	3.00547945205479
17	13.027397260274
18	23.0958904109589
19	46.0958904109589
37	31.1506849315068
38	29.2054794520548
39	24.8575342465753
40	22.2547945205479
41	28.4493150684931
42	19.8109589041096
43	26.9561643835616
44	22.6054794520548
45	21.0575342465753
46	19.9041095890411
47	26.5315068493151
48	25.5753424657534
49	22.1479452054795
50	24.1780821917808
51	16.0958904109589
52	16.6712328767123
53	19.2684931506849
54	15.7534246575342
55	19.6191780821918
56	16.413698630137
57	12.1068493150685
58	8.56164383561644
59	8.18904109589041
60	6.03835616438356
61	4.61917808219178
62	4.54246575342466
63	4.57534246575342
64	4.57808219178082
83	0.00821917808219178
84	0.00821917808219178

Escambia County Corrections
MacArthur Safety + Justice Challenge Application Data Capacity
Decision Point 3: Pre-Trial Release
1 Day Snapshot - February 2015
Demographics: race and ethnicity, age, and gender

A: 0.41%
B: 49.41%
O: 0.14%
U: 0.21%
W: 49.83%

M: 82.13%
F: 17.87%

AGE	avg_age_pop
14	0.0357142857142857
15	2.03571428571429
16	8.57142857142857
17	13.8571428571429
18	30.1785714285714
19	30.3214285714286
20	46.3214285714286
21	52.75
22	64.25
23	50.1071428571429
24	65.5357142857143
25	61.3928571428571
26	53.7857142857143
27	60.1428571428571
28	38.0714285714286
29	51.1785714285714
30	45.9285714285714
31	52.9642857142857
32	49.5357142857143
33	47
34	47.8571428571429
35	50.1428571428571
36	30.6071428571429
37	35.8214285714286
38	31.1428571428571
39	28.3214285714286

40	20.1428571428571
41	16.3571428571429
42	19.9285714285714
43	28.6428571428571
44	22.0357142857143
45	18.7857142857143
46	28.7857142857143
47	26.9285714285714
48	22.0714285714286
49	19.25
50	15.0714285714286
51	22.3571428571429
52	21.0714285714286
53	17.9285714285714
54	10.6428571428571
55	14.7857142857143
56	16.2142857142857
57	10.8928571428571
58	10.6071428571429
59	7.92857142857143
60	11.3214285714286
61	4.78571428571429
62	1.75
63	2.03571428571429
64	2.39285714285714
65	1.78571428571429
66	2.17857142857143
67	0.178571428571429
68	0.25
69	1.03571428571429
72	0.0357142857142857
73	0.107142857142857
76	2
79	1
81	0.0714285714285714

Northwest Florida Criminal Justice Improvement Initiative

BUDGET
June – December 2015

Expense	Allocation
Administrative Expense:	
Chief Michael Tidwell – Administrative Oversight	$22,500.00
Salaries/Consultant:	
Analyst/Researcher (FTE)(+ Benefit Expense)	$26,000.00
Planner/Consultant	$30,000.00
Operating Expenses:	
Office Space	$15,000.00
Utilities	$2,500.00
Equipment	$6,000.00
Office Supplies	$2,000.00
Travel	$16,000.00
Program Development:	
Program Planning & Design	$30,000.00
Total:	$150,000.00

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8013888011C-3	10/31/2012	10/31/2017	COUNTY GOVERNMENT

This certifies that

ESCAMBIA COUNTY BOARD OF COUNTY
COMMISSIONERS
221 PALAFOX PL STE 140
PENSACOLA FL 32502-5833

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

SELECTION CRITERIA: orgn.fund='001' and expledgr.key_orgn='290401'
ACCOUNTING PERIOD: 6/15

SORTED BY: FUND,TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL
PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND-001 GENERAL FUND
TOTAL COST CNTR-290401 DETENTION
1ST SUBTOTAL-51000 PERSONAL SERVICES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51201	REGULAR SALARIES & WAGES	16,670,845.00	618,406.35	.00	6,923,834.56	9,747,010.44	41.53
51401	OVERTIME	.00	44,194.14	.00	380,891.37	-380,891.37	.00
51501	SPECIAL PAY	405,589.00	.00	.00	85,564.57	320,024.43	21.10
52101	FICA TAXES	1,271,866.00	48,171.36	.00	539,094.78	732,771.22	42.39
52201	RETIREMENT CONTRIBUTIONS	3,017,210.00	108,563.28	.00	1,215,367.24	1,801,842.76	40.28
52301	LIFE & HEALTH INSURANCE	3,566,250.00	152,747.31	.00	1,688,727.00	1,877,523.00	47.35
52401	WORKER'S COMPENSATION	629,999.00	.00	.00	314,999.50	314,999.50	50.00
	TOTAL PERSONAL SERVICES	25,561,759.00	972,082.44	.00	11,148,479.02	14,413,279.98	43.61
1ST SUBTOTAL-53000 OPERATING EXPENSES							
53401	OTHER CONTRACTUAL SERVIC	1,650,000.00	108,287.92	221,029.09	608,748.36	820,222.55	50.29
54001	TRAVEL & PER DIEM	10,000.00	286.96	2,502.18	5,101.64	2,396.18	76.04
54101	COMMUNICATIONS	32,663.00	2,330.94	21,073.23	12,116.77	-527.00	101.61
54201	POSTAGE & FREIGHT	.00	.00	.00	112.00	-112.00	.00
54301	UTILITY SERVICES	1,000.00	.00	.00	.00	1,000.00	.00
54401	RENTALS & LEASES	75,000.00	1,681.61	26,882.42	18,867.58	29,250.00	61.00
54501	INSURANCE/SURETY BONDS	1,200.00	.00	.00	.00	1,200.00	.00
54601	REPAIR & MAINTENANCE	.00	4,299.86	20,402.45	12,659.96	-33,062.41	.00
54701	PRINTING & BINDING	4,000.00	.00	.00	.00	4,000.00	.00
55101	OFFICE SUPPLIES	65,000.00	6,502.48	65,310.82	20,102.70	-20,413.52	131.41
55201	OPERATING SUPPLIES	325,000.00	14,498.21	124,460.11	119,893.75	80,646.14	75.19
55401	BOOK/PUBL/SUBSCRIPT/MEMB	1,000.00	1,600.00	.00	1,773.17	-773.17	177.32
55501	TRAINING/REGISTRATION	.00	.00	5,625.00	1,519.80	-7,144.80	.00
	TOTAL OPERATING EXPENSES	2,164,863.00	139,487.98	487,285.30	800,895.73	876,681.97	59.50
	TOTAL DETENTION	27,726,622.00	1,111,570.42	487,285.30	11,949,374.75	15,289,961.95	44.85
	TOTAL GENERAL FUND	27,726,622.00	1,111,570.42	487,285.30	11,949,374.75	15,289,961.95	44.85
TOTAL REPORT		27,726,622.00	1,111,570.42	487,285.30	11,949,374.75	15,289,961.95	44.85

SELECTION CRITERIA: orgn.fund='001' and explodgr.key_orgn='290402'
ACCOUNTING PERIOD: 6/15

SORTED BY: FUND,TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL
PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND-001 GENERAL FUND
TOTAL COST CNTR-290402 INMATE MEDICAL
1ST SUBTOTAL-51000 PERSONAL SERVICES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51201	REGULAR SALARIES & WAGES	2,349,468.00	76,581.49	.00	827,023.26	1,522,444.74	35.20
51401	OVERTIME	.00	10,433.89	.00	105,810.21	-105,810.21	.00
51501	SPECIAL PAY	33,120.00	.00	.00	.00	33,120.00	.00
52101	FICA TAXES	180,592.00	6,423.25	.00	68,915.99	111,676.01	38.16
52201	RETIREMENT CONTRIBUTIONS	192,293.00	6,602.25	.00	71,537.06	120,755.94	37.20
52301	LIFE & HEALTH INSURANCE	504,000.00	16,546.21	.00	183,125.01	320,874.99	36.33
52401	WORKER'S COMPENSATION	79,026.00	.00	.00	39,513.00	39,513.00	50.00
	TOTAL PERSONAL SERVICES	3,338,499.00	116,587.09	.00	1,295,924.53	2,042,574.47	38.82
1ST SUBTOTAL-53000 OPERATING EXPENSES							
53101	PROFESSIONAL SERVICES	1,075,000.00	131,161.14	534,357.30	509,639.08	31,003.62	97.12
53401	OTHER CONTRACTUAL SERVIC	8,000.00	193.00	51,842.00	1,158.00	-45,000.00	662.50
54001	TRAVEL & PER DIEM	4,088.00	.00	.00	1,420.40	2,667.60	34.75
54101	COMMUNICATIONS	5,000.00	.00	.00	.00	5,000.00	.00
54201	POSTAGE & FREIGHT	.00	.00	.00	49.03	-49.03	.00
54401	RENTALS & LEASES	100,000.00	.00	.00	.00	100,000.00	.00
54601	REPAIR & MAINTENANCE	50,000.00	.00	5,000.00	11,650.00	33,350.00	33.30
54801	PROMOTIONAL ACTIVITIES	2,000.00	.00	.00	.00	2,000.00	.00
54901	OTHER CURRENT CHGS & OBL	1,000.00	.00	.00	255.00	745.00	25.50
55101	OFFICE SUPPLIES	10,000.00	.00	.00	1,779.97	8,220.03	17.80
55201	OPERATING SUPPLIES	875,000.00	4,897.32	390,334.43	462,731.41	21,934.16	97.49
55501	TRAINING/REGISTRATION	2,000.00	.00	.00	.00	2,000.00	.00
	TOTAL OPERATING EXPENSES	2,132,088.00	136,251.46	981,533.73	988,682.89	161,871.38	92.41
	TOTAL INMATE MEDICAL	5,470,587.00	252,838.55	981,533.73	2,284,607.42	2,204,445.85	59.70
	TOTAL GENERAL FUND	5,470,587.00	252,838.55	981,533.73	2,284,607.42	2,204,445.85	59.70
TOTAL REPORT		5,470,587.00	252,838.55	981,533.73	2,284,607.42	2,204,445.85	59.70

SELECTION CRITERIA: orgn.fund='111' and expledgr.key_orgn='290406'
ACCOUNTING PERIOD: 6/15

SORTED BY: FUND,TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL
PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND-111 DETENTION/JAIL COMMISSARY
TOTAL COST CNTR-290406 DETENTION/JAIL COMMISSARY
1ST SUBTOTAL-51000 PERSONAL SERVICES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51201	REGULAR SALARIES & WAGES	120,891.00	4,638.95	.00	52,013.94	68,877.06	43.03
51401	OVERTIME	.00	.00	.00	8.16	-8.16	.00
52101	FICA TAXES	9,083.00	337.01	.00	3,829.59	5,253.41	42.16
52201	RETIREMENT CONTRIBUTIONS	8,785.00	341.89	.00	3,834.03	4,950.97	43.64
52301	LIFE & HEALTH INSURANCE	27,000.00	884.90	.00	9,474.38	17,525.62	35.09
52401	WORKER'S COMPENSATION	309.00	.00	.00	154.50	154.50	50.00
	TOTAL PERSONAL SERVICES	166,068.00	6,202.75	.00	69,314.60	96,753.40	41.74
1ST SUBTOTAL-53000 OPERATING EXPENSES							
53101	PROFESSIONAL SERVICES	150,000.00	13,599.16	131,952.35	73,423.30	-55,375.65	136.92
53401	OTHER CONTRACTUAL SERVIC	40,000.00	3,270.00	32,365.00	18,635.00	-11,000.00	127.50
54001	TRAVEL & PER DIEM	.00	.00	.00	591.91	-591.91	.00
54201	POSTAGE & FREIGHT	28,600.00	2,500.00	.00	2,500.00	26,100.00	8.74
54401	RENTALS & LEASES	2,000.00	.00	4,240.01	1,299.99	-3,540.00	277.00
54601	REPAIR & MAINTENANCE	2,960.00	27,294.84	276.22	29,605.48	-26,921.70	1009.52
54701	PRINTING & BINDING	3,000.00	.00	2,000.00	.00	1,000.00	66.67
54901	OTHER CURRENT CHGS & OBL	5,000.00	581.15	2,503.15	3,056.13	-559.28	111.19
55101	OFFICE SUPPLIES	524.00	.00	4,501.00	499.00	-4,476.00	954.20
55201	OPERATING SUPPLIES	306,000.00	20,021.18	93,312.69	86,565.81	126,121.50	58.78
55501	TRAINING/REGISTRATION	.00	.00	.00	599.00	-599.00	.00
	TOTAL OPERATING EXPENSES	538,084.00	67,166.33	271,150.42	216,775.62	50,157.96	90.68
1ST SUBTOTAL-56000 CAPITAL OUTLAY							
56301	IMPROV OTHER THAN BUILDG	.00	25,190.00	.00	25,190.00	-25,190.00	.00
56401	MACHINERY & EQUIPMENT	100,327.00	.00	86,840.00	13,480.69	6.31	99.99
	TOTAL CAPITAL OUTLAY	100,327.00	25,190.00	86,840.00	38,670.69	-25,183.69	125.10
1ST SUBTOTAL-59000 OTHER USES							
59801	RESERVES	915,542.00	.00	.00	.00	915,542.00	.00
	TOTAL OTHER USES	915,542.00	.00	.00	.00	915,542.00	.00
	TOTAL DETENTION/JAIL COMMISSA	1,720,021.00	98,559.08	357,990.42	324,760.91	1,037,269.67	39.69
	TOTAL DETENTION/JAIL COMMISSA	1,720,021.00	98,559.08	357,990.42	324,760.91	1,037,269.67	39.69
TOTAL REPORT		1,720,021.00	98,559.08	357,990.42	324,760.91	1,037,269.67	39.69

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7958 **County Administrator's Report 13. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: FDOT Off-System Project Agreement for County Road 196 Over Jacks Branch, Bridge #480088
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Off System Project Agreement Related to the Replacement and Maintenance of Escambia County Bridge Number 480088 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County related to the replacement and maintenance of County Road (CR) 196 over Jacks Branch, Bridge #480088:

A. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County related to the replacement and maintenance of CR 196 over Jacks Branch, Bridge #480088;

B. Adopt the Resolution authorizing the Agreement; and

C. Authorize the Chairman or Vice-Chairman to execute the documents and any subsequent documents required for implementation of the bridge replacements.

[Funding Source: Fund 175, Transportation Trust Fund, Account 210402/54601]

BACKGROUND:

The following bridge, located in Escambia County and not on the State Highway System, will be replaced by FDOT: CR 196 over Jacks Branch, Bridge #480088.

According to FDOT criteria, this bridge has reached a level of deterioration to warrant replacement and is next on the list for FDOT's 5-Year Work Plan. The construction plans, referred to in the Agreement as "Exhibit A," are confidential documents protected by Florida Statutes 119.07(3)(a) - 119.07(3)(b), and are exempt from public inspection. Therefore, the attachments referenced in the Agreement have been intentionally

excluded. Upon Board approval of the Agreement, adoption of the Resolution, and FDOT's completion of the structure, Escambia County will be responsible for maintenance of the bridge.

BUDGETARY IMPACT:

All construction work will be performed by FDOT. Funds for maintenance of bridges are available in Fund 175 “Transportation Trust Fund”, Account 210402/54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Senior Assistant County Attorney, has reviewed and approved the Off-System Project Agreement and prepared the Resolution.

PERSONNEL:

All construction work will be performed by FDOT. There is no impact to County personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval and Chairman's or Vice-Chairman's execution the agreements will be returned to FDOT for final execution and recording.

IMPLEMENTATION/COORDINATION:

Construction plans are available for review (by authorized personnel only) by contacting Kirk Kassebaum or James Duncan, Engineering Division, at the Escambia County Central Office Complex. All bridge replacement work will be coordinated by FDOT.

Attachments

Off System Agreement

Resolution

FPID #.: 430465-1-52-01
COUNTY: Escambia
FAP #.: 00B3-168-B

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT AGREEMENT

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Escambia County, a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. Escambia County, Bridge No. 480088, requires replacement; and

3. Jacks Branch is on CR 196 located in Escambia County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 430465-1-52-01, generally described as the replacement of Bridge No. 480088 over Jacks Branch (the "PROJECT"), from Beginning MP 4.674 to End MP 4.831 on CR 196. The PROJECT is further described in the construction plans attached as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include

the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way (as described in Exhibit "A" hereto), and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for the

obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled;

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of $25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

24. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY: Joy D. Blackmon, P.E.
Public Works Director
Escambia County Public Works
3363 West Park Place
Pensacola, Florida 32505

DEPARTMENT: John S. Golden, P.E.
District Design Engineer
1074 Highway 90
Chipley, Florida 32428

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: James T. Barfield, P.E.

Title: District Secretary

Date: _____

Attest: _____

Legal Review:

_____
Office of the General Counsel

BOARD OF COUNTY COMMISIONERS
Escambia County, Florida

By: Steven Barry

Title: Chairman

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Legal Review:

_____

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date March 27, 2015

RESOLUTION NUMBER R2015-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR BRIDGE NO. 480088 OVER JACK'S BRANCH CREEK ON COUNTY ROAD 196, PURSUANT TO AN OFF SYSTEM PROJECT AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, approved that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for Bridge No. 480088 over Jack's Branch Creek on County Road 196 (Project); and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

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

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

Section 2. The County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, confirms the Agreement approved by the Board of County Commissioners concurrently with this resolution, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if necessary, to further do all acts necessary, including securing all environmental and regulatory permits,

easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.

Section 3. This resolution shall take effect upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of April, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date March 30, 2015

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7964 **County Administrator's Report 13. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: FDOT Off-System Project Agreement for County Road 99 over Pine Barren Creek, Bridge #480098
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Off System Project Agreement Related to the Replacement and Maintenance of Escambia County Bridge Number 480098 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County related to the replacement and maintenance of County Road (CR) 99 over Pine Barren Creek, Bridge #480098:

A. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County related to the replacement and maintenance of CR 99 over Pine Barren Creek, Bridge #480098;

B. Adopt the Resolution authorizing the Agreement; and

C. Authorize the Chairman or Vice-Chairman to execute the documents and any subsequent documents required for implementation of the bridge replacements.

[Funding Source: Fund 175, Transportation Trust Fund, Account 210402/54601]

BACKGROUND:

The following bridge, located in Escambia County and not on the State Highway System, will be replaced by FDOT: CR 99 over Pine Barren Creek, Bridge #480098.

According to FDOT criteria, this bridge has reached a level of deterioration to warrant replacement and is next on the list for FDOT's 5-Year Work Plan. The construction plans, referred to in the Agreement as "Exhibit A," are confidential documents protected by Florida Statutes 119.07(3)(a) - 119.07(3)(b), and are exempt from public inspection. Therefore, the attachments referenced in the Agreement have been intentionally

excluded. Upon Board approval of the Agreement, adoption of the Resolution, and FDOT's completion of the structures, Escambia County will be responsible for maintenance of the bridges.

BUDGETARY IMPACT:

All construction work will be performed by FDOT. Funds for maintenance of bridges are available in Fund 175 “Transportation Trust Fund”, Account 210402/54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Senior Assistant County Attorney, has reviewed and approved the Off-System Project Agreement and prepared the Resolution.

PERSONNEL:

All construction work will be performed by FDOT. There is no impact to County personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval and Chairman's or Vice-Chairman's execution the agreements will be returned to FDOT for final execution and recording.

IMPLEMENTATION/COORDINATION:

Construction plans are available for review (by authorized personnel only) by contacting Kirk Kassebaum or James Duncan, Engineering Division, at the Escambia County Central Office Complex. All bridge replacement work will be coordinated by FDOT.

Attachments

Off System Agreement

Resolution

FPID #.: 430466-1-52-01
COUNTY: Escambia
FAP #.: 00B3-140-B

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT AGREEMENT

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Escambia County, a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. Escambia County, Bridge No. 480098, requires replacement; and

3. Pine Barren Creek is on CR 99 located in Escambia County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 430466-1-52-01, generally described as the replacement of Bridge No. 480098 over Pine Barren Creek (the "PROJECT"), from Beginning MP 18.420 to End MP 18.912 on CR 99. The PROJECT is further described in the construction plans attached as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include

the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way (as described in Exhibit "A" hereto), and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for the

obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled;

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of $25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

24. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY: Joy D. Blackmon, P.E.
Public Works Director
Escambia County Public Works
3363 West Park Place
Pensacola, Florida 32505

DEPARTMENT: John S. Golden, P.E.
District Design Engineer
1074 Highway 90
Chipley, Florida 32428

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: James T. Barfield, P.E.

Title: District Secretary

Date: _____

Attest: _____

Legal Review:

_____
Office of the General Counsel

BOARD OF COUNTY COMMISIONERS
Escambia County, Florida

By: Steven Barry

Title: Chairman

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Legal Review:

_____

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date March 30, 2015

RESOLUTION NUMBER R2015-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR BRIDGE NO. 480098 OVER PINE BARREN CREEK ON COUNTY ROAD 99, PURSUANT TO AN OFF SYSTEM PROJECT AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, approved that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for Bridge No. 480098 over Pine Barren Creek on County Road 99 (Project); and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

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

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

Section 2. The County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, confirms the Agreement approved by the Board of County Commissioners concurrently with this resolution, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if necessary, to further do all acts necessary, including securing all environmental and regulatory permits,

easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.

Section 3. This resolution shall take effect upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of April, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By SGM
Title Asst. County Attorney
Date March 30, 2015

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7946 **County Administrator's Report 13. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: FDOT Off-System Project Agreement for Sandy Hollow Road Over Sandy Hollow Creek, Bridge #484261
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Off System Project Agreement Related to the Replacement and Maintenance of Escambia County Bridge Number 484261 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County related to the replacement and maintenance of Sandy Hollow Road over Sandy Hollow Creek, Bridge #484261:

A. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County related to the replacement and maintenance of Sandy Hollow Road over Sandy Hollow Creek, Bridge #484261;

B. Adopt the Resolution authorizing the Agreement; and

C. Authorize the Chairman or Vice-Chairman to execute the documents and any subsequent documents required for implementation of the bridge replacement.

[Funding Source: Fund 175, Transportation Trust Fund, Account 210402/54601]

BACKGROUND:

The following bridge, located in Escambia County and not on the State Highway System, will be replaced by FDOT: Sandy Hollow Road over Sandy Hollow Creek, Bridge #484261.

According to FDOT criteria, this bridge has reached a level of deterioration to warrant replacement and is next on the list for FDOT's 5-Year Work Plan. The construction plans, referred to in the Agreement as "Exhibit A," are confidential documents protected by Florida Statutes 119.07(3)(a) - 119.07(3)(b), and are exempt from public inspection.

Therefore, the attachments referenced in the Agreement have been intentionally excluded. Upon Board approval of the Agreement, adoption of the Resolution, and FDOT's completion of the structure, Escambia County will be responsible for maintenance of the bridge.

BUDGETARY IMPACT:

All construction work will be performed by FDOT. Funds for maintenance of bridges are available in Fund 175 “Transportation Trust Fund”, Account 210402/54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Senior Assistant County Attorney, has reviewed and approved the Off-System Project Agreement and prepared the Resolution.

PERSONNEL:

All construction work will be performed by FDOT. There is no impact to County personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval and Chairman's or Vice-Chairman's execution the agreements will be returned to FDOT for final execution and recording.

IMPLEMENTATION/COORDINATION:

Construction plans are available for review (by authorized personnel only) by contacting Kirk Kassebaum or James Duncan in the Engineering Division, at the Escambia County Central Office Complex. All bridge replacement work will be coordinated by FDOT.

Attachments

Off System Agreement

Resolution

FPID #.: 430470-1-32-01
COUNTY: Escambia
FAP #.: 00B3-143-B

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT AGREEMENT

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and **Escambia County,** a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. **Sandy Hollow Road over Sandy Hollow Creek,** Bridge No. 484261, requires replacement; and

3. **Sandy Hollow Road over Sandy Hollow Creek** is on **Sandy Hollow Road** located in Escambia County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. **430470-1-32-01**, generally described as the replacement of Bridge **No. 484261 over Sandy Hollow Road** (the "PROJECT"), from Beginning MP **0.868** to End MP **0.952** on **Sandy Hollow Road.** The PROJECT is further described in the construction plans attached as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the

PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way (as described in Exhibit "A" hereto), and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida

Statutes and made or received by the COUNTY in conjunction with this Agreement except for the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled;

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of $25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

24. COUNTY: **Escambia**

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY: Joy D. Blackmon, P.E.
Public Works Director
Escambia County Public Works
3363 West Park Place
Pensacola, Florida 32505

DEPARTMENT: John S. Golden, P.E.
District Design Engineer
1074 Highway 90
Chipley, Florida 32428

FPID #.: 430470-1-32-01
COUNTY: Escambia
FAP #.: 00B3-143-B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: James T. Barfield, P.E.

Title: District Secretary

Date: _____

Attest: _____

Legal Review:

_____
Office of the General Counsel

ESCAMBIA COUNTY, a political subdivision of the State of Florida

By: Steven Barry

Title: Chairman

Date: _____

Attest: _____
Pam Childers
Clerk of the Circuit Court

Legal Review:

_____

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date March 27, 2015

RESOLUTION NUMBER R2015-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR THE SANDY HOLLOW ROAD OVER SANDY HOLLOW CREEK BRIDGE, BRIDGE NO. 484261, PURSUANT TO AN OFF SYSTEM PROJECT AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, approved that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for the Sandy Hollow Road over Sandy Hollow Creek bridge, Bridge No. 484261 (Project); and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

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

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

Section 2. The County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, confirms the Agreement approved by the Board of County Commissioners concurrently with this resolution, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if necessary, to further do all acts

necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.

Section 3. This resolution shall take effect upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of April, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date March 30, 2015

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7947 **County Administrator's Report** **13. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: FDOT Off-System Project Agreement for County Road 99A (Arthur Brown Road) over Boggy Creek, Bridge #484030
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Off System Project Agreement Related to the Replacement and Maintenance of Escambia County Bridge Number 484030 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County related to the replacement and maintenance of County Road (CR) 99A (Arthur Brown Road) over Boggy Creek, Bridge #484030:

A. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County related to the replacement and maintenance of CR 99A (Arthur Brown Road) over Boggy Creek, Bridge #484030;

B. Adopt the Resolution authorizing the Agreement; and

C. Authorize the Chairman or Vice-Chairman to execute the documents and any subsequent documents required for implementation of the bridge replacements.

[Funding Source: Fund 175, Transportation Trust Fund, Account 210402/54601]

BACKGROUND:

The following bridge located in Escambia County, and not on the State Highway System, will be replaced by FDOT: CR 99A (Arthur Brown Road) over Boggy Creek, Bridge #484030.

According to FDOT criteria, this bridge has reached a level of deterioration to warrant replacement and is next on the list for FDOT's 5-Year Work Plan. The construction plans, referred to in the Agreement as "Exhibit A," are confidential documents protected by Florida Statutes 119.07(3)(a) - 119.07(3)(b), and are exempt from public inspection.

Therefore, the attachments referenced in the Agreement have been intentionally excluded. Upon Board approval of the Agreement, adoption of the Resolution, and FDOT's completion of the structure, Escambia County will be responsible for maintenance of the bridge.

BUDGETARY IMPACT:

All construction work will be performed by FDOT. Funds for maintenance of bridges are available in Fund 175 “Transportation Trust Fund”, Account 210402/54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Senior Assistant County Attorney, has reviewed and approved the Off-System Project Agreement and prepared the Resolution.

PERSONNEL:

All construction work will be performed by FDOT. There is no impact to County personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval and Chairman's or Vice-Chairman's execution the agreements will be returned to FDOT for final execution and recording.

IMPLEMENTATION/COORDINATION:

Construction plans are available for review (by authorized personnel only) by contacting Kirk Kassebaum or James Duncan, Engineering Division, at the Escambia County Central Office Complex. All bridge replacement work will be coordinated by FDOT.

Attachments

Off System Agreement

Resolution

FPID #.: 430469-1-52-01
COUNTY: Escambia
FAP #.: 00B3-142-B

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT AGREEMENT

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and **Escambia County,** a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. **Bridge No. 484030, County Road (CR) 99A over Boggy Creek,** requires replacement; and

3. **Bridge No. 484030** is on **CR 99A (Arthur Brown Road)** located in Escambia County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. **430469-1-52-01**, generally described as the replacement of Bridge **No. 484030** over Boggy Creek (the "PROJECT"), from Beginning MP **0.494** to End MP **0.722** on **CR 99A.** The PROJECT is further described in the construction plans attached as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the

PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way (as described in Exhibit "A" hereto), and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida

Statutes and made or received by the COUNTY in conjunction with this Agreement except for the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled;

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of $25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

24. COUNTY: **Escambia**

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY: Joy D. Blackmon, P.E.
Public Works Director
Escambia County Public Works
3363 West Park Place
Pensacola, Florida 32505

DEPARTMENT: John S. Golden, P.E.
District Design Engineer
1074 Highway 90
Chipley, Florida 32428

FPID #.: 430469-1-52-01
COUNTY: Escambia
FAP #.: 00B3-142-B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: James T. Barfield, P.E.

Title: District Secretary

Date: _____

Attest: _____

Legal Review:

_____
Office of the General Counsel

ESCAMBIA COUNTY, a political subdivision of the State of Florida

By: Steven Barry

Title: Chairman

Date: _____

Attest: _____
Pam Childers
Clerk of the Circuit Court

Legal Review:

_____

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date March 27, 2015

RESOLUTION NUMBER R2015-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR BRIDGE NO. 484030, COUNTY ROAD 99A (ARTHUR BROWN ROAD), OVER BOGGY CREEK, PURSUANT TO AN OFF SYSTEM PROJECT AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, approved that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for Bridge No. 484030, County Road 99A (Arthur Brown Road), over Boggy Creek (Project); and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

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

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

Section 2. The County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, confirms the Agreement approved by the Board of County Commissioners concurrently with this resolution, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if necessary, to further do all acts

necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.

Section 3. This resolution shall take effect upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of April, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date March 30, 2015

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7506 **County Administrator's Report 13. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: State Road (SR) 173 (Blue Angel Parkway) Transfer Project from Escambia County to Florida Department of Transportation
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Road 173 (Blue Angel Parkway) - Transfer Project from Escambia County to the Florida Department of Transportation - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the transfer of the State Road (SR) 173 (Blue Angel Parkway) Project from Escambia County, Florida, to the Florida Department of Transportation (FDOT):

A. Rescind the following Board's action of April 18, 2013:

1. Approving the Amendment to Transportation Regional Incentive Program Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida;

2. Approving the State of Florida Department of Transportation Assignment Agreement;

3. Approving the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County;

4. Approving the Memorandum of Agreement for Project No. 421012-1-38-01; and

5. Adopting the Resolution authorizing the Chairman to sign the Agreements; and

B. Approve the Amendment to Transportation Regional Incentive Program Agreement by and between the State of Florida, Department of Transportation and Escambia County, Florida [Financial Project No. 421012-1-38-01];

C. Approve the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County [Project No. 421012-1-38-01];

D. Approve the State of Florida Department of Transportation Assignment Agreement - Financial Project I.D. 421012-1-38-01; and

E. Adopt and authorize the Chairman to sign the Resolution supporting the transfer of the SR 173 (Blue Angel Parkway) Project No. 421012-1-38-01 from Escambia County to FDOT.

[Funding Source: Fund 352, LOST III, Cost Center 210107/56301, Project #08EN0038 - $122,333; Fund 152, Southwest Sector CRA, Cost Center 210508/56301, Project #08EN0062 - $256,764]

BACKGROUND:

Escambia County and the Florida Department of Transportation (FDOT) entered into a Transportation Regional Incentive Program (TRIP) Agreement on February 21, 2007, which was subsequently amended by the parties, to perform a Design Phase of SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98).

Escambia County and FDOT have agreed that it is in the best interest of all concerned to transfer all duties under the Agreement with HDR Engineering, Inc. from Escambia County to FDOT, essentially reversing the Contract Agreements.

On April 18, 2013, the documents and transfer were approved by the Board but there were some questions on the dollar amount. At this time, both parties are in agreement and ready to proceed with this transfer. Because the previous documents were signed by the Escambia County Board of County Commissioners so long ago, we have been asked to update these documents.

BUDGETARY IMPACT:

Funds for this transfer are available in Fund 352, “LOST III,” Cost Center 210107/56301, Project #08EN0038 - $122,333; Fund 152, “Southwest Sector CRA,” Cost Center 210508/56301, Project #08EN0062 - $256,764.

Escambia County will, within fourteen calendar days of the execution of this Agreement, furnish FDOT an advance deposit in the amount of $379,097 for full payment of the County's 50% share of the estimated project cost.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Amendment to Transportation Regional Incentive Program (TRIP) Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida, the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County for Project #421012-1-38-01, the State of Florida Department of Transportation Assignment Agreement for Project #421012-1-38-01, and the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval of this Recommendation, the Chairman will need to sign five original copies of all Agreements. The Clerk's office will then need to certify five copies of the Resolution for FDOT and retain the original for the official record. Transportation and Traffic Operations staff will forward the five signed original copies of all Agreements and five certified copies of the Resolution to FDOT for final signatures and for their files.

Attachments

041813 BCC Action
Amendment to TRIP
LFA
Assignment Agreement
Resolution

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 the transfer of the State Road (SR) 173 (Blue Angel Parkway) Project from Escambia County, Florida, to the Florida Department of Transportation (FDOT); Escambia County and FDOT entered into a Transportation Regional Incentive Program (TRIP) Agreement on February 21, 2007, which was subsequently amended by the parties, that provides for the performance of a PD&E Study of SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98); Escambia County and HDR Engineering, Inc., entered into an Agreement on October 16, 2006, which was subsequently amended, to perform these PD&E services for SR 173 (Blue Angel Parkway); Escambia County and FDOT have agreed that it is in the best interest of all concerned to transfer all duties under the Agreement with HDR Engineering, Inc., from Escambia County to FDOT, essentially reversing the Contract Agreements (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210107/56301, Project #08EN0038 – *[in the amount of]* $122,333; Fund 152, "Southwest Sector CRA," Cost Center 210508/56301, Project #08EN0062 – *[in the amount of]* $256,764):

A. Approving the *Amendment to Transportation Regional Incentive Program Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida*;

B. Approving the *State of Florida Department of Transportation Assignment Agreement*;

C. Approving the *Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County;*

D. Approving the *Memorandum of Agreement* for Project #421012-1-38-01; and

E. Adopting the Resolution *(R2013-47)* authorizing the Chairman to sign the Agreements.

THE FOLLOWING WAS NOT PROVIDED TO THE CLERKS OFFICE:

- **AMENDMENT TO TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT**
- **FDOT ASSIGNMENT AGREEMENT**
- **FDOT LOCALLY FUNDED AGREEMENT (PROJECT #421012-1-38-01)**
- **MEMORANDUM OF AGREEMENT (PROJECT #421012-1-38-01)**

Escambia County
Clerk's Original

4/18/2013 CAR II-16

RESOLUTION NUMBER R2013-47

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE TRANSFER OF THE SR 173 (BLUE ANGEL PARKWAY) PROJECT FROM ESCAMBIA COUNTY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CHAIRMAN TO SIGN THE AMENDMENT TO TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT BY AND BETWEEN STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND ESCAMBIA, COUNTY FLORIDA; THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ASSIGNMENT AGREEMENT; THE LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY; AND THE MEMORANDUM OF AGREEMENT FOR PROJECT 421012-1-38-01; PROVIDING FOR AN EFFECTIVE DATE

Date: 4/22/2013 Verified By: DHarris

WHEREAS, Escambia County and the Florida Department of Transportation (FDOT) have determined that it is in the best interest of all concerned to transfer all duties associated with SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98), FPID 421012-1-38-01, (hereinafter referred to as the "Project") from Escambia County to the Florida Department of Transportation; and

WHEREAS, Escambia County will, within fourteen days of execution of this Agreement, furnish the FDOT an advance deposit in the amount of $379,097 for full payment of the County's 50% share of the estimated Project cost; and

WHEREAS, the completion of the proposed Project will provide mutual benefits to Escambia County and the FDOT.

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

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

SECTION 2. That the Board of County Commissioners hereby supports the proposed transfer of the SR 173 (Blue Angel Parkway) Project from Escambia County to Florida Department of Transportation.

SECTION 3. That the Board authorizes the Chairman to sign the Amendment to the Transportation Regional Incentive Program Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida; the State of Florida Department of Transportation Assignment Agreement; the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County; and the Memorandum of Agreement for Project # 421012-1-38-01.

SECTION 4. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 18th day of April 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

By: _____
Deputy Clerk

Date Executed

April 18, 2013

This document approved as to form
and legal sufficiency.

By: _____

Title: _____

Date: 3/18/13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4042 **County Administrator's Report 12. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/18/2013
Issue: State Road 173 (Blue Angel Parkway) – Transfer Project from Escambia County to Florida Department of Transportation
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:
Recommendation Concerning State Road 173 (Blue Angel Parkway) – Transfer Project from Escambia County to the Florida Department of Transportation - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the transfer of the State Road (SR) 173 (Blue Angel Parkway) Project from Escambia County, Florida, to the Florida Department of Transportation (FDOT):

A. Approve the Amendment to Transportation Regional Incentive Program (TRIP) Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida;

B. Approve the State of Florida Department of Transportation Assignment Agreement;

C. Approve the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County;

D. Approve the Memorandum of Agreement for Project #421012-1-38-01; and

E. Adopt the Resolution authorizing the Chairman to sign the Agreements.

[Funding Source: Fund 352, "LOST III," Cost Center 210107/56301, Project #08EN0038 - $122,333; Fund 152, "Southwest Sector CRA," Cost Center 210508/56301, Project #08EN0062 - $256,764]

Escambia County and the Florida Department of Transportation (FDOT) entered into a Transportation Regional Incentive Program (TRIP) Agreement on February 21, 2007, which was subsequently amended by the parties, that provides for the performance of a PD&E Study of SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98).

Escambia County and HDR, Engineering, Inc., entered into an Agreement on October 16, 2006, which was subsequently amended, to perform these PD&E services for SR 173 (Blue Angel Parkway).

Escambia County and FDOT have agreed that it is in the best interest of all concerned to transfer all duties under the Agreement with HDR Engineering, Inc., from Escambia County to FDOT, essentially reversing the Contract Agreements.

BACKGROUND:

Escambia County and the Florida Department of Transportation (FDOT) entered into a Transportation Regional Incentive Program (TRIP) Agreement on February 21, 2007, which was subsequently amended by the parties, that provides for the performance of a PD&E Study of SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98).

Escambia County and HDR, Engineering, Inc. entered into an Agreement on October 16, 2006, which was subsequently amended, to perform these PD&E services for SR 173 (Blue Angel Parkway).

Escambia County and FDOT have agreed that it is in the best interest of all concerned to transfer all duties under the Agreement with HDR Engineering, Inc. from Escambia County to FDOT, essentially reversing the Contract Agreements.

BUDGETARY IMPACT:

Funding Source: Fund 352 "LOST III", Cost Center 210107/56301/Project #08EN0038 ($122,333) Fund 152 "Southwest Sector CRA", Cost Center 210508/56301/Project #08EN0062 ($256,764)

Escambia County will, within fourteen days of the execution of this Agreement, furnish FDOT an advance deposit in the amount of $379,097 for full payment of the County's 50% share of the estimated project cost.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Amendment to the TRIP Agreement by and between State of Florida Department of Transportation and Escambia County, the State of Florida Department of Transportation Assignment Agreement, the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, the Memorandum of Agreement for Project # 421012-1-38-01, and the Resolution as to form and legal sufficiency on March 18, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval of this recommendation, the Chairman will need to sign five original copies of the Amendment to the TRIP Agreement, the Transportation Assignment Agreement, the Locally Funded Agreement, and the Memorandum of Agreement. The Clerk's office will then need to certify five copies of the Resolution for FDOT and retain the original for the official records. Transportation and Traffic Operations staff will forward the five signed original copies of all Agreements and five certified copies of the Resolution to FDOT for final signatures and for their files.

Attachments

Amendment to TRIP
Assignment Agreement
Locally Funded Agrmnt
Memorandum of Agrmnt
Resolution

Financial Project No. 421012-1-38-01
Escambia County

AMENDMENT TO

TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT

BY AND BETWEEN

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

AND

ESCAMBIA COUNTY, FLORIDA

This Amendment to Agreement made and effective this ____ day of _____, 2013, by and between State of Florida, Department of Transportation ("DEPARTMENT") and Escambia County, Florida ("COUNTY").

1. COUNTY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (AOM89) (the "TRIP") on February 21, 2007, which was subsequently amended by the parties, that provides for the performance of a Design Phase for SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98).

2. The parties desire to amend the TRIP.

NOW, THEREFORE, the parties hereto agree as follows:

3. The recitals in paragraphs 1 and 2 above are true and incorporated into this agreement by reference.

4. With respect to the PROJECT described in the TRIP, DEPARTMENT shall have no obligation to pay or reimburse COUNTY for any services performed by or for COUNTY on and after the day, month and year set forth above.

IN WITNESS WHEREOF, COUNTY has caused this Amendment to the TRIP to be executed in its behalf by the Chair of the Board of County Commissioners, or authorized designee, as authorized by Resolution Number 2013-_____, and the DEPARTMENT has caused this Amendment to be executed in its behalf through its District Secretary or authorized designee.

Financial Project No. 421012-1-38-01
Escambia County

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
James T. Barfield, P.E.,
District Three Secretary

Date: _____

Attest: _____
Executive Secretary (Seal)

Legal Review:

_____
Office of the General Counsel

This document approved as to form and legal sufficiency.
By: _____
Title: ACA
Date: 3/15/13

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ASSIGNMENT AGREEMENT

Assignment and Amendment for the Agreement to perform Design services on SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98) in Escambia County dated _____.

Hereinafter known as Contract AOM89
Financial Project I.D. 421012-1-38-01
Vendor No. F4706080568005

This Agreement of Assignment made and effective this _____ day of _____, 2013, among Escambia County, a political subdivision of the State of Florida ("AGENCY") ("ASSIGNOR"), HDR, Engineering, Inc. ("CONSULTANT"), and the State of Florida Department of Transportation ("DEPARTMENT") ("ASSIGNEE"),

1. AGENCY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (hereinafter "the TRIP") on February 21, 2007, which was subsequently amended by the parties, to perform a Design Update of SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98) (the "PROJECT").

2. AGENCY, as an agent of DEPARTMENT, and CONSULTANT entered into an Agreement dated October 16, 2006, which was subsequently amended, to perform these Design services for the PROJECT.

3. Interest in the TRIP is, by its terms, assignable only upon written consent of DEPARTMENT.

4. AGENCY desires to assign the Agreement with CONSULTANT to DEPARTMENT, and CONSULTANT is willing to perform all remaining obligations and duties occurring on or after the effective date of this Assignment Agreement.

NOW, THEREFORE, the parties hereto do agree as follows:

5. The aforementioned recitations in paragraphs 1 through 4 are true and are by reference made part of this agreement.

6. AGENCY hereby grants, bargains, sells, conveys, transfers, assigns and sets over its entire duties under the Agreement with CONSULTANT to DEPARTMENT subject to the covenants and conditions herein mentioned.

7. AGENCY hereby assumes responsibilities and obligations under the Agreement for payment of services rendered prior to the effective date of this Assignment Agreement. DEPARTMENT hereby assumes AGENCY'S responsibilities and obligations on and after the effective date of this Assignment Agreement and will hereafter perform faithfully all of the covenants, stipulations and agreements contained therein.

8. The CONSULTANT hereby consents to the assignment of the Agreement to the DEPARTMENT.

9. DEPARTMENT consents to and accepts the assignment of the Agreement to DEPARTMENT; provided, however, DEPARTMENT'S consent to this matter will not constitute a waiver of the general prohibition against assignment contained in the Agreement as to further assignments and will not constitute a release of CONSULTANT under the contract to the extent of CONSULTANT'S responsibilities to the AGENCY up to the effective date of this assignment or to the extent of CONSULTANT'S failure to perform under the Agreement hereafter, it being understood that this assignment will not be deemed to effect a novation. This Assignment Agreement will not release AGENCY from liabilities incurred prior to the effective date of this assignment.

10. The DEPARTMENT has established State of Florida Department of Transportation Contract Number AOM89 for continuation of the services required for this project. All sums which become payable by DEPARTMENT for services rendered on and after the date of this Assignment Agreement will be made to CONSULTANT, as between DEPARTMENT and CONSULTANT. CONSULTANT and DEPARTMENT hereby agree that, when the DEPARTMENT will have made payments pursuant to the Agreement, regardless of whether such payments have heretofore been made by AGENCY or hereafter by DEPARTMENT, which in the aggregate are equal to the total sums payable under the Agreement, such payment will constitute satisfaction in full of AGENCY'S and DEPARTMENT'S obligation to pay the sums which it is obligated to pay pursuant to the Agreement. The balance available under said contract for the remaining services is equal to $379,097.

11. CONSULTANT specifically acknowledges and agrees that no time extension or requests for additional compensation or supplemental agreements will be granted due to this assignment or the duplication of any services provided by CONSULTANT to DEPARTMENT, it being understood that DEPARTMENT will stand in the place of AGENCY as though no assignment has occurred.

12. AGENCY and CONSULTANT hereby represent, and DEPARTMENT hereby accepts, that there are no claims or demands against DEPARTMENT arising out of or related to the performance under the Agreement prior to the effective date hereof. DEPARTMENT will not be responsible for contractual compensation for services or claims which occurred prior to this assignment. DEPARTMENT is hereby released from such liability under this Agreement.

13. The CONSULTANT shall:

Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the Agreement; and

Expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ASSIGNOR:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk
(SEAL)

This document approved as to form and legal sufficiency.
By: [signature]
Title: ACA
Date: 3/18/13

ASSIGNEE:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
James T. Barfield, P.E.,
District Three Secretary

Date: _____

Attest: _____
Executive Secretary
(SEAL)

Legal Review:

_____
Office of the General Counsel

CONSULTANT:

HDR ENGINEERING, INC.

By: _____

Name: _____

Its: _____

Date: _____

Attest: _____
Secretary/Assistant Secretary

LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY

Project # 421012-1-38-01

This Locally Funded Agreement ("AGREEMENT") is between the State of Florida, Department of Transportation ("DEPARTMENT"), and Escambia County, Florida ("COUNTY").

1. COUNTY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (hereinafter "the TRIP") on February 21, 2007, which was subsequently amended by the parties, to perform a Design Phase of SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98).

2. DEPARTMENT will now undertake and administer the PROJECT, and COUNTY and DEPARTMENT have amended the TRIP so that DEPARTMENT shall have no obligation to pay or reimburse COUNTY for any services performed by or for COUNTY under the provisions of the TRIP.

3. In furtherance of DEPARTMENT's assumption of the PROJECT, COUNTY has assigned its agreement with the consultant performing Design Services for the PROJECT to the DEPARTMENT.

4. COUNTY is desirous of sharing in the funding of the PROJECT until completion by contributing 50% of the PROJECT costs.

5. The DEPARTMENT is authorized to enter into this AGREEMENT by §339.12, Fla. Stat., and other sections of the Florida Transportation Code.

Therefore, the DEPARTMENT and the COUNTY agree as follows:

6 The facts stated in the recitals above are true and correct and are incorporated into and made a part of this AGREEMENT.

7. The COUNTY agrees that it will, within fourteen (14) calendar days after the execution of this AGREEMENT furnish the DEPARTMENT an advance deposit in the amount of **THREE HUNDRED SEVENTY NINE THOUSAND NINETY SEVEN and 00/100 DOLLARS ($379,097.00)** for full payment of COUNTY's 50% share of the estimated cost of the PROJECT. The advance deposit shall be the COUNTY's 50% share of the total estimated cost of the PROJECT. The DEPARTMENT may utilize this advance deposit for payment of the PROJECT.

8. The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish the advance deposit as provided for in paragraph seven (7). The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish funds as provided for in paragraph seven (7).

9. Should PROJECT modifications or changes occur that increase the COUNTY'S share of total PROJECT costs, the COUNTY will be notified by the DEPARTMENT accordingly. The COUNTY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund COUNTY'S 50% share of

the PROJECT. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for the PROJECT during the PROJECT and on final accounting as provided herein below. Funds due from the COUNTY during the PROJECT not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to §55.03, Fla. Stat.

10. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Contractor, not when the work is complete. All PROJECT cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of five (5) years after final close out of the PROJECT. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of COUNTY'S 50% share of total PROJECT costs pursuant to the terms of this AGREEMENT is less than the advance deposit plus any accrued interest, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.

11. In the event the final accounting of COUNTY'S 50% share of total project costs is greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to §55.03, Fla. Stat. on any invoice not paid within forty (40) calendar days until the invoice is paid.

12. The payment of funds under this AGREEMENT will be made directly to the DEPARTMENT for deposit and as provided in the attached Memorandum of Agreement (MOA) between the COUNTY, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

13. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following:

FOR THE COUNTY:
Escambia County
Public Works Department/Engineering Division
Attn: Joy D. Blackmon, P.E.
3363 West Park Place
Pensacola, Florida 32505

FOR THE DEPARTMENT
Florida Department of Transportation
Attn: District Program Development Manager
P. O. Box 607
Chipley, Florida 32428

14. The following provisions of §339.135(6)(a), Fla. Stat., are incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department

that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year.

15. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this AGREEMENT shall be effective unless contained in a written properly-executed document.

16. This AGREEMENT shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

17. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

18. This AGREEMENT may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one agreement.

19. The COUNTY:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

20. This AGREEMENT shall become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the date of this AGREEMENT.

---Intentionally left blank---

IN WITNESS WHEREOF, the COUNTY and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY

By:_____
Gene M. Valentino, Chairman

Date:_____

Attest: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By: _____
Title: ACA
Date: 3/15/13

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
James T. Barfield, P.E.
District Secretary, District Three

Date:_____

Attest:_____
Executive Secretary (SEAL)

Legal Review:

_____
Office of the General Counsel

Date:_____

MEMORANDUM OF AGREEMENT

PROJECT # 421012-1-38-01

This Agreement is made and entered into on _____, 2013, by and between the State of Florida, Department of Transportation, hereinafter referred to as DEPARTMENT, the State of Florida, Department of Financial Services, Division of Treasury, hereinafter referred to as TREASURY, and Escambia County, Florida hereinafter referred to as the COUNTY.

RECITALS

1. The DEPARTMENT is currently administering the following project:

Financial Project Number: 421012-1-38-01
County: Escambia

hereinafter referred to as the PROJECT.

2. The DEPARTMENT and the COUNTY entered into a Locally Funded Agreement hereinafter referred to as LFA, dated _____, 2013, wherein DEPARTMENT is undertaking a project related to a Design Update of SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98) and COUNTY has agreed to share in 50% of the PROJECT costs until completion of the PROJECT.

3. The parties to this Agreement mutually agree that it would be in the best interest of the DEPARTMENT and the COUNTY to establish an interest bearing escrow account to provide funds for the work performed on the PROJECT by the DEPARTMENT.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties incorporate into their agreement the recitals in the foregoing paragraphs and agree to the following:

4. An initial deposit in the amount of **THREE HUNDRED SEVENTY NINE THOUSAND NINETY SEVEN and 00/100 DOLLARS ($379,097.00)** shall be made by the COUNTY into an interest bearing escrow account established by the DEPARTMENT for the purposes of the PROJECT. Said escrow account will be opened with the TREASURY, on behalf of the DEPARTMENT upon receipt of this Memorandum of Agreement. Such account will be an asset of the DEPARTMENT.

5. Other deposits may be made by the COUNTY as necessary to cover cost increases or the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.

6. Payment will be made as follows (check appropriate payment method):

____ Wire transfer
____ ACH deposit
__X__ Check

A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible. Following is the wiring and ACH deposit instructions:

For wire transfers: Bank of America
Account # 001009068974
ABA # 026009593
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project #421012-1-38-01

For ACH deposits: Bank of America
Account # 001009068974
ABA # 063100277
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project #421012-1-38-01

If a check is the method of payment, the check shall be made payable to the Department of Financial Services, Revenue Processing and mailed to DEPARTMENT, OOC-GAO for appropriate processing at the following address:

Florida Department of Transportation
OOC-GAO, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

A copy of this Agreement should accompany any deposits. When the check is mailed to Tallahassee, the District Office should instruct the COUNTY to mail the District Office a copy of the check.

7. The DEPARTMENT's Comptroller or designee shall be the sole signatories on the escrow account with the TREASURY and shall have sole authority to authorize withdrawals from said account.

8. Unless instructed otherwise by the DEPARTMENT, all interest accumulated in the escrow account shall remain in the account for the purposes of the PROJECT as defined in the LFA.

9. The TREASURY agrees to provide written confirmation of receipt of funds to the DEPARTMENT.

10. The TREASURY further agrees to provide periodic reports to the DEPARTMENT.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

_____

BOARD OF COUNTY
COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Gene M. Valentino, Chairman

Date: _____

221 Palafox Place, Pensacola, FL 32502

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: _____
Date: 3/18/13

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF TREASURY

By: _____

Date: _____

_____

RESOLUTION NUMBER R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE TRANSFER OF THE SR 173 (BLUE ANGEL PARKWAY) PROJECT FROM ESCAMBIA COUNTY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CHAIRMAN TO SIGN THE AMENDMENT TO TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT BY AND BETWEEN STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND ESCAMBIA, COUNTY FLORIDA; THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ASSIGNMENT AGREEMENT; THE LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY; AND THE MEMORANDUM OF AGREEMENT FOR PROJECT 421012-1-38-01; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Escambia County and the Florida Department of Transportation (FDOT) have determined that it is in the best interest of all concerned to transfer all duties associated with SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98), FPID 421012-1-38-01, (hereinafter referred to as the "Project") from Escambia County to the Florida Department of Transportation; and

WHEREAS, Escambia County will, within fourteen days of execution of this Agreement, furnish the FDOT an advance deposit in the amount of $379,097 for full payment of the County's 50% share of the estimated Project cost; and

WHEREAS, the completion of the proposed Project will provide mutual benefits to Escambia County and the FDOT.

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

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

SECTION 2. That the Board of County Commissioners hereby supports the proposed transfer of the SR 173 (Blue Angel Parkway) Project from Escambia County to Florida Department of Transportation.

SECTION 3. That the Board authorizes the Chairman to sign the Amendment to the Transportation Regional Incentive Program Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida; the State of Florida Department of Transportation Assignment Agreement; the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County; and the Memorandum of Agreement for Project # 421012-1-38-01.

SECTION 4. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

This document approved as to form
and legal sufficiency.
By: _____
Title: ASA
Date: 3/18/13

AMENDMENT TO

TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT

BY AND BETWEEN

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

AND

ESCAMBIA COUNTY, FLORIDA

This Amendment to Agreement made and effective this ____ day of _____ 2015 by and between State of Florida, Department of Transportation ("DEPARTMENT") and Escambia County, Florida ("COUNTY").

1. COUNTY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (AOM89) (the "TRIP") on February 21, 2007, which was subsequently amended by the parties, that provides for the performance of a Design Phase for SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98).

2. The parties desire to amend the TRIP.

NOW, THEREFORE, the parties hereto agree as follows:

3. The recitals in paragraphs 1 and 2 above are true and incorporated into this agreement by reference.

4. With respect to the PROJECT described in the TRIP, DEPARTMENT shall have no obligation to pay or reimburse COUNTY for any services performed by or for COUNTY on and after the day, month and year set forth above.

IN WITNESS WHEREOF, COUNTY has caused this Amendment to the TRIP to be executed in its behalf by the Chair of the Board of County Commissioners, or authorized designee, as authorized by Resolution Number _____, and the DEPARTMENT has caused this Amendment to be executed in its behalf through its District Secretary or authorized designee.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chair

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency:
By: _____ 1/22/15
Title: ACA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
James T. Barfield, P.E.,
District Three Secretary

Date: _____

Attest: _____
Executive Secretary (Seal)

Legal Review:

_____
Office of the General Counsel

LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY

Project # 421012-1-38-01

This Locally Funded Agreement ("AGREEMENT") is between the State of Florida, Department of Transportation ("DEPARTMENT"), and Escambia County, Florida ("COUNTY").

1. COUNTY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (hereinafter "the TRIP") on February 21, 2007, which was subsequently amended by the parties, to perform a Design Phase of SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98).

2. DEPARTMENT will now undertake and administer the PROJECT, and COUNTY and DEPARTMENT have amended the TRIP so that DEPARTMENT shall have no obligation to pay or reimburse COUNTY for any services performed by or for COUNTY under the provisions of the TRIP.

3. In furtherance of DEPARTMENT's assumption of the PROJECT, COUNTY has assigned its agreement with the consultant performing Design Services for the PROJECT to the DEPARTMENT.

4. COUNTY is desirous of sharing in the funding of the PROJECT until completion by contributing 50% of the PROJECT costs.

5. The DEPARTMENT is authorized to enter into this AGREEMENT by Section 339.12, Florida Statutes, "F.S.," and other sections of the Florida Transportation Code.

Therefore, the DEPARTMENT and the COUNTY agree as follows:

6 The facts stated in the recitals above are true and correct and are incorporated into and made a part of this AGREEMENT.

7. The COUNTY agrees that it will, within fourteen (14) calendar days after the execution of this AGREEMENT furnish the DEPARTMENT an advance deposit in the amount of **THREE HUNDRED SEVENTY-NINE THOUSAND NINETY SEVEN and 00/100 DOLLARS ($379,097.00)** to be used for a portion of the estimated project cost for project number 421012-1-38-01. The DEPARTMENT may utilize this contribution for payment of the costs of the PROJECT.

8. The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish the advance deposit as provided for in paragraph seven (7). The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish funds as provided for in paragraph seven (7).

9. The payment of funds under this AGREEMENT will be made directly to the DEPARTMENT for deposit.

10. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following:

FOR THE COUNTY:
Public Works Department
Escambia County
Attn: Joy Blackmon
3363 West Park Place
Pensacola, Florida 32505

FOR THE DEPARTMENT
Florida Department of Transportation
Attn: District Program Development Manager
P. O. Box 607
Chipley, Florida 32428

11. The following provisions of Section 339.135(6)(a), F.S., are incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year.

12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this AGREEMENT shall be effective unless contained in a written properly-executed document.

13. This AGREEMENT shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

14. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

15. This AGREEMENT may be executed in two or more counterparts, each of which shall be an

original but all of which shall be deemed to be but one agreement.

16. The COUNTY:

(a). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

(b). Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

17. This AGREEMENT shall become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the date of this AGREEMENT.

IN WITNESS WHEREOF, the COUNTY and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY

By:_____
Name: Steven Barry, Chairman
Title: Chair
Date:_____

Attest: Pam Childers
Clerk of the Circuit Court

_____(SEAL)
Deputy Clerk

Approved as to form and legal sufficiency:

_____
County Attorney
Date: 1/22/15

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
James T. Barfield, P.E.
District Secretary, District Three
Date:_____

Attest:_____
Executive Secretary (SEAL)

Legal Review:

_____
Office of the General Counsel
Date:_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ASSIGNMENT AGREEMENT

Assignment and Amendment for the Agreement to perform Design services on SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98) in Escambia County dated _____.
Hereinafter known as Contract _____
Financial Project I.D. 421012-1-38-01
Vendor No. F470680568005

This Agreement of Assignment made and effective this ___ **day of** _____, **2015,** among Escambia County, a political subdivision of the State of Florida ("AGENCY") ("ASSIGNOR"), HDR Engineering, Inc. ("CONSULTANT"), and the State of Florida Department of Transportation ("DEPARTMENT") ("ASSIGNEE"),

1. AGENCY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (hereinafter "the TRIP") on February 21, 2007, which was subsequently amended by the parties, to perform a Design Update of SR173 (Blue Angel Parkway) from SR292 (Sorrento Road) to SR30 (US98) (the "PROJECT").

2. AGENCY, as an agent of DEPARTMENT, and CONSULTANT entered into an Agreement dated October 16, 2008, which was subsequently amended, to perform these Design services for the PROJECT.

3. Interest in the TRIP is, by its terms, assignable only upon written consent of DEPARTMENT.

4. AGENCY desires to assign the Agreement with CONSULTANT to DEPARTMENT, and CONSULTANT is willing to perform all remaining obligations and duties occurring on or after the effective date of this Assignment Agreement.

NOW, THEREFORE, the parties hereto do agree as follows:

5. The aforementioned recitations in paragraphs 1 through 4 are true and are by reference made part of this agreement.

6. AGENCY hereby grants, bargains, sells, conveys, transfers, assigns and sets over its entire duties under the Agreement with CONSULTANT to DEPARTMENT subject to the covenants and conditions herein mentioned.

7. AGENCY hereby assumes responsibilities and obligations under the Agreement for payment of services rendered prior to the effective date of this Assignment Agreement. DEPARTMENT hereby assumes AGENCY'S responsibilities and obligations on and after the effective date of this Assignment Agreement and will hereafter perform faithfully all of the covenants, stipulations and agreements contained therein.

8. The CONSULTANT hereby consents to the assignment of the Agreement to the DEPARTMENT.

9. DEPARTMENT consents to and accepts the assignment of the Agreement to DEPARTMENT; provided, however, DEPARTMENT'S consent to this matter will not constitute a waiver of the general prohibition against assignment contained in the Agreement as to further assignments and will not constitute a release of CONSULTANT under the contract to the extent of CONSULTANT'S responsibilities to the AGENCY up to the effective date of this assignment or to the extent of CONSULTANT'S failure to perform under the Agreement hereafter, it being understood that this assignment will not be deemed to effect a novation. This Assignment Agreement will not release AGENCY from liabilities incurred prior to the effective date of this assignment.

10. The DEPARTMENT has established State of Florida Department of Transportation Contract Number _____ for continuation of the services required for this project. All sums which become payable by DEPARTMENT for services rendered on and after the date of this Assignment Agreement will be made to CONSULTANT, as between DEPARTMENT and CONSULTANT. CONSULTANT and DEPARTMENT hereby agree that, when the DEPARTMENT will have made payments pursuant to the Agreement, regardless of whether such payments have heretofore been made by AGENCY or hereafter by DEPARTMENT, which in the aggregate are equal to the total sums payable under the Agreement, such payment will constitute satisfaction in full of AGENCY'S and DEPARTMENT'S obligation to pay the sums which it is obligated to pay pursuant to the Agreement. The balance available under said contract for the remaining services is equal to $379,097.00.

11. CONSULTANT specifically acknowledges and agrees that no time extension or requests for additional compensation or supplemental agreements will be granted due to this assignment or the duplication of any services provided by CONSULTANT to DEPARTMENT, it being understood that DEPARTMENT will stand in the place of AGENCY as though no assignment has occurred.

12. AGENCY and CONSULTANT hereby represent, and DEPARTMENT hereby accepts, that there are no claims or demands against DEPARTMENT arising out of or related to the performance under the Agreement prior to the effective date hereof. DEPARTMENT will not be responsible for contractual compensation for services or claims which occurred prior to this assignment. DEPARTMENT is hereby released from such liability under this Agreement.

13. The CONSULTANT shall:

Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the Agreement; and

Expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify

system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ASSIGNOR:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chair

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency:
By: _____
Title: _____

ASSIGNEE:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
James T. Barfield, P.E.,
District Three Secretary

Date: _____

Attest: _____
Executive Secretary (Seal)

Legal Review:

_____
Office of the General Counsel

CONSULTANT:

_____.

By: _____
Name: _____
Its: _____

Date: _____

Attest: _____
Secretary/Assistant Secretary

RESOLUTION NUMBER R2015-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE TRANSFER OF THE SR 173 (BLUE ANGEL PARKWAY) PROJECT #421012-1-38-01 FROM ESCAMBIA COUNTY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CHAIRMAN TO SIGN THE AMENDMENT TO TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT BY AND BETWEEN STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY, THE LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY, AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ASSIGNMENT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Escambia County and the Florida Department of Transportation (FDOT) have determined that it is in the best interest of all concerned to transfer all duties associated with SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98), FPID 421012-1-38-01, (hereinafter referred to as the "Project") from Escambia County to the Florida Department of Transportation; and

WHEREAS, Escambia County will, within fourteen days of execution of this Agreement, furnish the FDOT an advance deposit in the amount of $379,097.00 for full payment of the County's 50% share of the estimated Project cost; and

WHEREAS, the completion of the proposed Project will provide mutual benefits to Escambia County and the FDOT.

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

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

SECTION 2. That the Board of County Commissioners hereby supports the proposed transfer of the SR 173 (Blue Angel Parkway) Project from Escambia County to Florida Department of Transportation.

SECTION 3. That the Board authorizes the Chairman to sign the Amendment to the Transportation Regional Incentive Program Agreement by and between the State of Florida Department of Transportation and Escambia County, the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, and the State of Florida Department of Transportation Assignment Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED 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

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/9/15

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7951 **County Administrator's Report 13. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Interlocal Agreement with Santa Rosa Island Authority (SRIA) for Summer Mass Transit Service
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement with the Santa Rosa Island Authority Relating to Transportation Services on Pensacola Beach for Summer 2015 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement with the Santa Rosa Island Authority (SRIA) relating to transportation services on Pensacola Beach for summer 2015:

A. Approve the Interlocal Agreement between Escambia County and the SRIA Relating to Transportation Services on Pensacola Beach, via Escambia County Area Transit (ECAT) trolleys, from May 22, 2015, through September 7, 2015, with the SRIA reimbursing the County for all operating costs; and

B. Authorize the Chairman to sign the Interlocal Agreement.

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, tourist and local, an opportunity to visit more of the beach, and subsequently, more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT “Beach Jumper” routes, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

[Funding: The SRIA will reimburse the County for all operating costs]

BACKGROUND:

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, both tourist and local, an opportunity to visit more of the beach, and subsequently, more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT “Beach Jumper” routes, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

BUDGETARY IMPACT:

Santa Rosa Island Authority (SRIA) will reimburse the County for all operating costs.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

Upon BCC approval, ECAT staff will coordinate with SRIA to complete all implementation requirements for this Interlocal Agreement.

Attachments

Interlocal Agrmnt

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING TO TRANSPORTATION SERVICES ON PENSACOLA BEACH

THIS AGREEMENT is made this 29th day of April, 2015, by and between the County of Escambia, a political subdivision of the State of Florida, (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

WITNESSETH:

WHEREAS, the County and the SRIA are authorized by Sections 163.01, Florida Statutes, et seq. to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the SRIA desires and requests the County, through Escambia County Area Transit (ECAT), to provide transportation services on Pensacola Beach; and

WHEREAS, the County, through ECAT, is willing and able to provide such services, subject to the terms and conditions herein set forth; and

WHEREAS, the County has a Management Service Agreement with First Transit, INC. giving the Management Company exclusive right to operate, manage and maintain the Escambia County Area Transit and other services, and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement to cooperatively provide transportation services on Pensacola Beach.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

Section 1. Purpose of Agreement.

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

1.2 Pursuant to Section 163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the County will provide transportation services on Pensacola Beach.

Section 2. Scope of Service.

The County, through ECAT, shall provide the following transportation service:

(a) Hours of Service. ECAT will provide transportation services during the service period on a weekly basis according to the following schedule:

Monday - Fridays (77 days): Two (2) trolleys between the hours of 4:00 p.m. and 12:00 a.m.

Saturdays and Sundays (32 days): Two (2) trolleys between the hours 4:00 p.m. and 12:00 a.m.

(b) Service Period. The service period will commence on **May 22, 2015**, and end on **September 7, 2015**.

(c) Service Route. The applicable service route is depicted in Exhibit "A", attached hereto and incorporated herein.

Routes and Schedules may be revised as necessary at any time during the term of this Agreement. Any increase in Service Level may require an increase in budgeted costs.

Operators will not deviate from the assigned route, except for routine minor detours, without the approval of ECAT supervisory personnel. SRIA officials desiring any route deviations must make such a request to the ECAT Assistant General Manager - Operations.

(d) Operators and Uniforms. ECAT will provide qualified transit vehicle operators who will wear an appropriate uniform that is mutually agreed upon by SRIA and ECAT.

(e) Service Review. ECAT and SRIA agree to meet as necessary to review the level of service, schedules, service charges, etc. No changes will be made to the level of service provided for in this Agreement without the mutual consent of both parties.

Section 3. Compensation and Method of Payment

In exchange for the provision of such transportation services described in Section 2 above, the SRIA shall reimburse the County for all operating costs as set forth in Exhibit "B", attached hereto and incorporated herein.

Costs for additional mass transit service requested by the SRIA, such as Blue Angel weekend or other scheduled beach special events, will be billed at the hourly, variable rate, and clearly identified on the appropriate monthly invoice.

ECAT will submit monthly invoices to the SRIA for the authorized service costs incurred during the previous month, and SRIA will remit all payments to ECAT by the end of the month in which the invoice was received.

Section 4. Insurance.

During the term of this Agreement, ECAT shall maintain all required insurance coverage in accordance with industry standards and applicable laws, including but not limited to, commercial general liability coverage with a $5,000,000 combined single limit and $5,000,000 excess limit.

Any additional insurance coverage will be the responsibility of SRIA.

Section 5. Term of Agreement.

This Agreement shall remain in full force and effect for one (1) year unless terminated earlier by either party pursuant to Section 6.

Section 6. Termination.

This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the SRIA, or which subsequently are owed to the County by the SRIA as a result of actions concluded following the effective date of termination.

Section 7. Liability.

(a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

(b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

Section 8. 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 member 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 9. Assignment.

This 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 10. 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 11. 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 12. 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 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.

(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 13. 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 14. 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 15. 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:

Notices shall be sent to:

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

SRIA:
Chairman
Santa Rosa Island Authority
Post Office Drawer 1208
Pensacola Beach, Florida 32562

Payments to the County shall be sent to:

ECAT
1515 West Fairfield Drive
Pensacola, Florida 32501

Invoices to SRIA shall be sent to:

SRIA
1 Via De Luna
Pensacola Beach, FL 32561

Section 16. Prior Agreements Superseded.

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

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

Section 17. 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 18. 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.

Section 19. 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 from the SRIA.

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 and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

Board of County Commissioners
Escambia County, Florida

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

SRIA:
Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman

By: _____

Date: 4-8-2015

ATTEST:

Thomas Campanella
City Clerk - SRIA SEC/TREASURER

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/9/15

EXHIBIT A

The service route is depicted on map below.

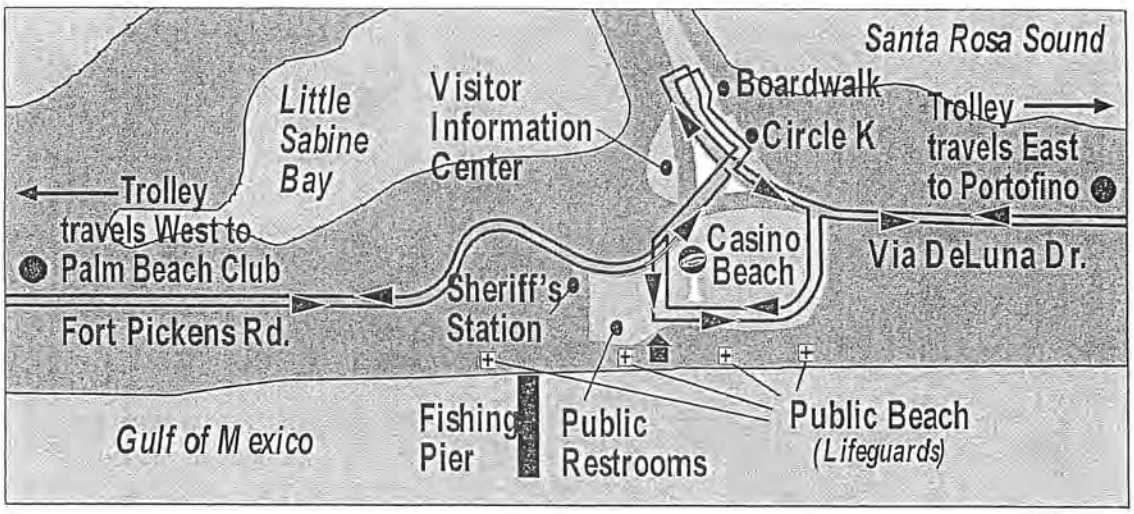

EXHIBIT B

Cost of Service. SRIA agrees to reimburse ECAT for all costs associated with this route service.

Operating costs for Fiscal 2015 are budgeted as follows:

Operations $65,410

Maintenance $70,852

Insurance $5,500

General Administration.....$5,500

Other G&A 0

Management Fee * $21,839

Total.....$169,101

Fixed Costs

Management Fee..... $21,839

General Administration $5,500

Insurance.....$5,500

Total..... $32,839

(Service months)..... 4

Fixed Costs per Month $8,209.75

Variable Costs

Operations.....$65,410

Maintenance.....$70,852

Total $136,262

(Trolley hours) 2,112

Variable Costs per Hour....$64.52

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8005 **County Administrator's Report 13. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Amendment to Miscellaneous Appropriations Agreement with Visit Pensacola, Inc.
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to Miscellaneous Appropriations Agreement with Visit Pensacola, Inc. - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve the Amendment to Miscellaneous Appropriations Agreement between Escambia County and Pensacola Sports Association, Inc., as Fiscal Agent for Visit Pensacola, Inc., to include additional funding from overage available in the Tourist Promotion Fund (108), as approved by the Board on March 19, 2015, in the amount of $1,255,753.

[Funding: Fund 108, Tourist Promotion Fund, Account 58201, Cost Centers 360101 and 360105]

BACKGROUND:

On March 19, 2015, the Board approved allocating $1,255,753 from fund balance carry-forward in the Tourist Development Tax, to Pensacola Sports Association, Inc., as Fiscal Agent for Visit Pensacola, Inc. (Visit Pensacola), to include funds for the Sports Tourism Feasibility Study. This Amendment to Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola adds this additional funding to their current Agreement and Purchase Order.

BUDGETARY IMPACT:

[Funding: Fund 108, Tourist Promotion Fund, Account 58201, Cost Centers 360101 and 360105]

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed the Agreement.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Board approval of this Amendment to Agreement is necessary.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Visit Pensacola Amendment

STATE OF FLORIDA
COUNTY OF ESCAMBIA

AMENDMENT TO MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND PENSACOLA SPORTS ASSOCIATION, INC., AS FISCAL AGENT FOR VISIT PENSACOLA, INC.

THIS AMENDMENT TO THE AGREEMENT is made and entered into this ___ day of April, 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 Pensacola Sports Association, Inc., as fiscal agent for Visit Pensacola, Inc., with administrative offices at 101 West Main Street, Pensacola, FL 32501 and a Federal Tax Identification Number of 59-0767953 (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 Tourist Development Fund for Fiscal Year 2014/15 (October 1 through September 30), the sum of $4,322,479 for the Pensacola Sports Association, Inc., as fiscal agent for Visit Pensacola, Inc., to conduct a program generally described as Tourism Promotion Activities; and

WHEREAS, the parties have agreed to amend the agreement to include additional funding for the program activities; 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; and

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree 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 Agreement is amended to reflect that the County agrees to pay Visit Pensacola, Inc., through the Recipient, an additional $1,255,753, for a total sum of $5,578,232.00. Said funds shall be paid on a cost reimbursement basis for eligible expenses in accordance with the procedures set forth in Exhibit "B" to the Agreement.

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

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

BCC Approved: _____

By: _____
Deputy Clerk

(Seal)

PENSACOLA SPORTS ASSOCIATION, INC., as Fiscal Agent for Visit Pensacola, Inc.

By: _____

Attest:

_____
Secretary

Title: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/17/15

AMENDED EXHIBIT "A"
2014/2015 MISCELLANEOUS APPROPRIATIONS
PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

The Allocation of funds described below is the parties best estimate of the expected distributions, but shall be revised through a contract amendment approved by the Board of County Commissioners based upon Visit Pensacola's, through the Recipient, consultation with its advertising, promotion and market research agencies within 120 days.

Direct programming: Expenses of ~~$3,094,297~~ 4,045,007 related to acquiring a visitor to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expense related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community.

Operations: Expenses of ~~$269,072~~ 387,425 related to the operations of the Visit Pensacola office, the Pensacola Sports Association and the Perdido Key Visitor Information Center.

Personnel: Expenses of ~~$959,290~~ 1,145,800 related to salaries and benefits for employees working for Visit Pensacola, Pensacola Sports Association and the Perdido Key Visitor Information Center.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8003 **County Administrator's Report 13. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Amendment to Miscellaneous Appropriations Agreement with Art, Culture, and Entertainment, Inc.
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to Miscellaneous Appropriations Agreement with Art, Culture, and Entertainment, Inc. - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve the Amendment to Miscellaneous Appropriations Agreement between Escambia County and Art, Culture, and Entertainment, Inc., to include additional funding from the overage available in the Tourist Promotion Fund (108), as approved by the Board on March 19, 2015, in the amount of $487,500, to be used specifically for performance of the Foo Foo Festival.

[Funding: Fund 108, Tourist Promotion Fund, Account 58201, Cost Center 360105]

BACKGROUND:

On March 19, 2015, the Board approved allocating $487,500 from fund balance carryforward in the Tourist Development Tax, to Art, Culture, and Entertainment, Inc. (ACE), to be used specifically for performance of the Foo Foo Festival. This Amendment to Miscellaneous Appropriations Agreement between Escambia County and ACE adds this additional funding to their current Agreement and Purchase Order.

BUDGETARY IMPACT:

[Funding: Fund 108, Tourist Promotion Fund, Account 58201, Cost Center 360105]

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of this Amendment to Agreement is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amended ACE Agreement

STATE OF FLORIDA
COUNTY OF ESCAMBIA

AMENDMENT TO MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ART, CULTURE, AND ENTERTAINMENT, INC.

THIS AMENDMENT TO THE AGREEMENT is made and entered into this 23rd day of April, 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 Art Culture and Entertainment, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 6120 Enterprise Drive, Pensacola, Florida 32505 and a Federal Tax Identification Number of 27-1396429 (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 Tourist Development Fund for Fiscal Year 2014/2015 (October 1 through September 30), the sum of $500,000.00 for Art, Culture and Entertainment, Inc., to conduct a program generally described as Tourism Promotion Activities; and

WHEREAS, the parties have agreed to amend the agreement to include additional funding for the program activities; 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; and

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 April 23, 2015, as follows:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.

2. That Section 3 of the agreement is amended as follows:

Section 3. The County agrees to pay the recipient the sum of ~~$500,000.00~~ $987,500.00 for the program of activity payable quarterly in advance in accordance with the procedures

set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

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

ART, CULTURE, AND ENTERTAINMENT, INC.

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

Approved as to form and legal sufficiency.
By/Title:
Date: 4/8/15

AMENDED
EXHIBIT "A"

EXHIBIT "A"

2014/2015 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Arts, Culture, and Entertainment, Inc.

	APPROVED BUDGET
SALARIES AND BENEFITS AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF ARTS, CULTURE, AND ENTERTAINMENT, INC.	$ ~~500,000.00~~ 987,500.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Grants to Escambia Arts Organizations using TDC funds:

Pensacola Museum of Art	$ 43,406.88	
Pensacola Symphony Orchestra	43,784.33	
Pensacola Opera	43,695.52	
Pensacola Children's Chorus	42,629.77	
Choral Society of Pensacola	4,927.63	
Jazz Society of Pensacola	8,391.59	
Pensacola Little Theater	44,050.75	
Ballet Pensacola	42,896.21	
First City Arts Center	33,587.55	
Fiesta of Five Flags	42,629.77	
Foo Foo Festival	~~150,000.00~~	637,500.00
Total	~~$500,000.00~~	987,500.00

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.

- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- Appropriation payments will be made in advance on a quarterly basis. Proof of payment for eligible costs for prior quarterly advance must be received by the County before the release of the next quarterly advance.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8010 **County Administrator's Report** **13. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: SBA#118 - Sheriff's Off-Duty Officer, Insurance, Firing Range, and Miscellaneous Reimbursments/Fees
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #118 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #118, General Fund (001), in the amount of $87,276, to recognize the Sheriff's Department off-duty officer, insurance, firing range, and miscellaneous reimbursements/fees, and to appropriate these funds to purchase bullet proof vests to aid in law enforcement activities in Escambia County.

BACKGROUND:

The Sheriff's Department has received off-duty officer, insurance, firing range, and miscellaneous reimbursements/fees associate with proving law enforcement in Escambia County. SBA# 118 appropriates thse funds back into the Sheriff's FY14/15 Budget to purchase bullet proof vests.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by $87,276.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#118

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, the Escambia County Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as auto insurance, Firing Range, and miscellaneous Sheriff's Fees. These funds must now be recognized and appropriated back into the Sheriff's Budget 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:

General Fund	1
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Miscellaneous Sheriff Fees	1	369939	1,983
Insurance Proceeds	1	369008	29,091
Reimbursements	1	369401	54,764
Reimbursements	1	369401	1,438
Total			$87,276

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Capital Outlay	001/540101	59704	87,276
Total			$87,276

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

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2015.04.08 10:36:49 -05'00'

OMB Approved

Supplemental Budget Amendment
118

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7974 **County Administrator's Report 13. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: PD 14-15.022, Section 5 Cell 1A Design
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Section 5 Cell 1A Design - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Jones Edmunds & Associates, Inc., per the terms and conditions of PD 14-15.022, Section 5 Cell 1A Design, for a lump sum of $460,000, for tasks Pre-Design, Wetland Mitigation and Stormwater Development. Negotiations are to be held with Jones Edmunds & Associates, Inc., at a later date for the remainder of the proposed fee for Landfill Development, Bid Assistance and Construction Assistance when the project can be better defined.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230315, Solid Waste Projects, Object Code 56301, Improvements other than Buildings]

BACKGROUND:

Jones Edmunds and Associates, Inc. will provide the Department of Solid Waste Management (DSWM) engineering services for the Perdido Landfill Section 5 Cell 1A Design. The DSWM is proposing to construct the permitted Section 5 Cell 1A landfill expansion and related stormwater facilities within the next 3 years. Jones Edmunds will provide various engineering tasks associated with the Section 5 Cell 1A expansion including a pre-design evaluation, wetland mitigation, stormwater development, landfill development and finally bid-phase and construction phase tasks. These tasks are expected to be phased over the duration of the project.

The Request for Letters of Interest, PD 14-15.022, Section 5 Cell 1A Design was advertised in the Pensacola News Journal on Tuesday, January 20, 2015, sixteen firms were notified on Tuesday, January 20, 2015. Responses were received from two firms on Wednesday, February 4, 2015. Jones Edmunds & Associates, Inc. was ranked #1 by the selection committee on Wednesday, February 18, 2015.

BUDGETARY IMPACT:

Funding: Fund 401, Solid Waste Fund, Cost Center 230315 (Solid Waste Projects), Object Code 56301 (Improvements other than Buildings)

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

The Request for Letters of Interest, PD 14-15.022, Section 5 Cell 1A Design was advertised in the Pensacola News Journal on Tuesday, January 20, 2015, sixteen firms were notified on Tuesday, January 20, 2015. Responses were received from two firms on Wednesday, February 4, 2015. Jones Edmunds & Associates, Inc. was ranked #1 by the selection committee on Wednesday, February 18, 2015.

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.

Attachments

Agreement with Exhibits

Register of submitters

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Jones Edmunds & Associates, Inc.

PD 14-15.022, Section 5 Cell 1A Design

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 23th day of April, 2015, 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 Jones Edmunds & Associates, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 730 Northeast Waldo Road, Gainesville, Florida 32641, and whose Federal tax identification number is 59-1533071 (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: Jones Edmunds & Associates, 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 Brent Schneider, Landfill Engineer, Solid Waste Management. 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 14-15.022, Section 5 Cell 1A Design.

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 Four Hundred Sixty Thousand Dollars ($460,000.00) for this Project and allowing for Negotiations are to be held at a later date for the remainder of the proposed fee for Landfill Development, Bid Assistance & Construction Assistance when the project can be better defined.

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 14-15.022, Section 5 Cell 1A Design, and as represented in the Consultant's Letter of Interest response to PD 14-15.022, 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 $8,000,000.00.

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 Four Hundred Sixty Thousand Dollars ($460,000.00). 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:

Jones Edmunds & Associates, Inc.
730 Northeast Waldo Road
Gainesville, Florida 32641

(d) Invoices to the County shall be sent to:

Brent Schneider
Landfill Engineer
Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Notices to the County shall be sent to:

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 Jones Edmunds & Associates, Inc., signing by and through its Kenneth Vogel, PE, Vice President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: April 23, 2015

CONSULTANT:
Jones Edmunds & Associates, Inc., a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Kenneth Vogel, PE, Vice President

By: _____
Secretary

Date: _____

Exhibit "A"

Escambia County
Department of Solid Waste Management
Perdido Landfill Section 5 Cell 1A Design
Solicitation Number PD 14-15.022
Proposed Scope of Work

Escambia County | March 2015

Exhibit "A"

Escambia County

Department of Solid Waste Management

Perdido Landfill Section 5 Cell 1A

Proposed Scope of Work

Prepared for:

Escambia County Department of Solid Waste Management

13009 Beulah Road

Cantonment, Florida 32533

Prepared by:

Jones Edmunds & Associates, Inc.

730 NE Waldo Road

Gainesville, Florida 32641

Certificate of Authorization #1841

Project No. 95443-030-15

March 2015

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1 INTRODUCTION

The Escambia County Department of Solid Waste Management (DSWM) selected Jones Edmunds & Associates, Inc. and their subconsultants to provide engineering services for the Perdido Landfill Section 5 Cell 1A Design (PD 14-15.022). Figure 1-1 shows the Perdido Site Plan. Escambia County is proposing to construct the permitted Section 5 Cell 1A landfill expansion and related stormwater facilities within the next 3 years. As part of this selection process, Jones Edmunds is providing this Scope of Work to Escambia County to complete this work.

1.1 BACKGROUND

On January 21, 2015, Jones Edmunds received the Request for Letter of Interest for the Section 5, Cell 1A Design, Solicitation Identification Number PD 14-15.022. This request was for qualified consultants to perform construction-level engineering design, bid support, engineering assistance during construction, and construction quality assurance (CQA) for the approximately 12-acre Cell 1A of the Perdido Landfill Section 5 Expansion. Cell 1A is one of four subcells in Section 5, totaling approximately 60 acres.

The Perdido Landfill occupies 424 acres at Beulah Road, Cantonment, Florida (Township 1 North, Range 31 West, Section 32). The Perdido Landfill has accepted Class I and III waste since approximately 1981. From 1981 through 1989, Class I waste was disposed of into approximately 45 acres of unlined landfill cells using the trench-and-fill disposal method. Subsequently, a number of lined cells (Sections 1, 2A, 2B, 3A, 3C, and 4) were constructed contiguous to the unlined landfill area. Class I disposal operations are occurring in Sections 1, 2, 3, and 4.

Section 5 is located in a closed Class I trench-fill landfill. The closed Class I landfill is contributing to groundwater contamination. As a result, mining the old waste and constructing a new bottom liner was more cost-effective than continuing groundwater remediation and constructing a landfill in a new greenfield location. The landfill mining in Section 5 Cell 1A was completed in 2013. Additional landfill mining is planned for the rest of Section 5. Scheduling the remaining Section 5 landfill mining will depend on the waste capacity requirements after Section 5 Cell 1A is constructed.

1.2 PERDIDO LANDFILL FACILITY PERMITS

Perdido Landfill (Facility WACS ID 1688) includes a closed Class I Landfill, an active Class I Landfill, a Class III Landfill, a yard trash collection and processing facility, a waste tire collection center, a citizens drop-off center, a landfill gas flare, and a landfill gas recovery facility. Table 1-1 lists the permits associated with operating Perdido Landfill.

Exhibit "A"

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Figure 1-1 Perdido Site Plan

2013 AERIAL PHOTO
PERDIDO LANDFILL
ESCAMBIA COUNTY, FLORIDA

AERIAL SOURCE: PICKETT & ASSOCIATES, DATED 01/23/2013.

JONES EDMUNDS

LAST SAVED:8/15/2013 3:56 PM BY:MCS-3 PATH=Y:\PROJECTS\2013\JONES EDMUNDS - ESCAMBIA RDF RFP\DRAWINGS\FIG 1 AB\05050053-FIG1.DWG PLOTTED:8/15/2013 04:15 PM BY:MCS-3

05050-053-01

Table 1-1 Perdido Landfill Facility Permits

Facility	FDEP Permit Number	Permit Expiration Date	Potential Extension Limit
Class I Landfill	0000667-021-SC	July 12, 2016	unlimited
Class III Landfill	0000667-022-SO	July 12, 2016	unlimited
Waste Tire Collection Center	0000667-023-WT	July 12, 2016	unlimited
Landfill Gas Management	0000667-024-SO	July 12, 2016	unlimited
Title V Air Operations (Perdido Landfill)	0330246-008-AV	December 31, 2018	unlimited
Title V Air Operations (Gulf Power)	0330286-002-AV	March 1, 2017	unlimited
Stormwater Management System Environmental Resource Permit (ERP)	17-0000667-028-EM/EM7	August 25, 2016	August 25, 2019
Wetlands Resource Permit	17-0000667-019-DF	October 7, 2015	October 7, 2017
USACE Wetlands Permit[1]	SAJ-2009-0142 (IP-SWA)1	October 7, 2016	October 7, 2018

Note: [1]US Army Corps of Engineers (USACE) is the only agency permit that is not through Florida Department of Environmental Protection (FDEP).

The FDEP Class I Landfill permit includes operating active Sections 1 through 4 and constructing Section 5. The Section 5 construction includes landfill mining the unlined Class I waste, constructing the bottom liner and leachate collection systems in the area of the unlined waste, and constructing a mechanically stabilized earth (MSE) berm. The new permitted landfill elevation is 335 feet.

The Perdido Landfill is unique in that it has two separate FDEP Title V permits: (1) for the landfill, gas collection system, and flare and (2) for the Gulf Power-owned and operated landfill-gas-to-energy (LFGTE) facility.

The stormwater facilities include an FDEP ERP and FDEP and USACE wetland resources permits because the Section 5 stormwater facilities impact wetlands with stormwater discharge and removing wetlands requiring wetland mitigation. The wetland mitigation was achieved by designating a conservation easement between the landfill and Beulah Road. The critical permitting deadline for developing the stormwater facilities is October 7, 2017, based on the Wetlands Resource Permit.

1.3 SECTION 5 CELL 1A DESIGN DIRECTION

Section 5 landfill expansion was permitted in 2008. Because of changes in the economy resulting in decreased waste acceptance rates, the Section 5 expansion was delayed. The solid waste permit renewal application submitted in 2011 included a renewal of the Section 5 construction permit. This permit will need to be renewed in 2016, including renewal of the Section 5 construction permit. Based on previous capacity analyses, Sections 1 through 4 are expected to reach elevation 240 feet in May 2017. May 2017 is the operational deadline for completing construction and beginning flooring of Section 5 Cell 1A.

As Section 1.2 describes, the stormwater facility construction must be completed and certified by October 7, 2017. The stormwater facilities must be constructed and wetland enhancement requirements must be completed by this deadline.

As part of the Jones Edmunds Letter of Interest submitted February 4, 2015, and the subsequent discussions on February 18, 2015, Jones Edmunds prepared design, permitting, construction, and scheduling alternatives for developing the Section 5 Cell 1A landfill expansion. Design Option 3 was

selected by DSWM based on our discussions on February 24, 2015. This Scope of Work is based on developing Design Option 3. The key elements of Design Option 3 are listed below:

- Modify and renew the current landfill construction permit based on the following changes:
  - Delay construction of the MSE berm for a later phase.
  - Extend the cell east and south.
  - Determine depth of cell below the estimated water table:
    - Perform a Dewatering Investigation.
    - Develop a Dewatering Plan.
  - Review the Operations Permit.
- Separate the stormwater facility construction from the landfill construction to meet the following deadlines:
  - Stormwater construction will meet the October 7, 2017 permitting deadline.
  - Landfill construction will meet the May 2017 operational deadline.

1.4 SECTION 5 CELL 1A DESIGN ORGANIZATION AND SCHEDULING

Jones Edmunds proposes to provide professional services to assist DSWM with pre-design investigations, environmental services, design, permitting, and services during bidding and construction of the Perdido Landfill Section 5 Cell 1A landfill expansion and stormwater facility development.

The development of the Section 5 Cell 1A Design is divided into four phases to incorporate the selected design direction and meet scheduling requirements:

- Pre-Design
- Wetland Mitigation
- Stormwater Development
- Landfill Development

Section 7 provides the major phases, tasks, and the expected schedules. The schedule shows only the major milestones based on permit or operational deadlines. Detailed tasks and scheduling will be further developed in the early stages of the project. This Scope of Work is presented in the following sections:

- Section 2 describes the pre-design tasks in more detail.
- Section 3 describes the tasks specific to the Wetland Mitigation.
- Section 4 describes the tasks specific to the Stormwater Development.
- Section 5 describes tasks specific to the Landfill Development in more detail.

- Section 6 describes the general construction tasks common to both stormwater facilities and landfill expansion.
- Section 7 summarizes the expected schedule.
- Section 8 presents the compensation estimated for each of the separate phases and major tasks.
- Section 9 lists our assumptions, exclusions, and conditions.

2 PRE-DESIGN

The purpose of the Pre-Design phase is to determine maximum capacity of the landfill and reduce potential construction costs. The Pre-Design will also include the effects and costs for the bottom liner grading extent and depth.

Based on the direction from DSWM to delay the MSE berm construction and explore options for alternate bottom liner development, Jones Edmunds will evaluate the Section 5 Cell 1A horizontal and vertical extents. The Section 5 Cell 1A horizontal constraints are the location of the stormwater ponds and wetlands to the east, the existing landfill to the west, the access roadway to the north, and the extent of the completed landfill mining to the south. The current Section 5 Cell 1A can be extended to the east because the soil wedge proposed as part of the MSE berm will not be required. The current Section 5 Cell 1A can be extended to the south to the extent of the landfill mining. The vertical dimensions can be determined based on the desired amount of cut, fill, and dewatering necessary to construct the cell. The existing grade at the bottom of the landfill mining is approximately 100 feet NGVD, and the seasonal high groundwater is approximately 95 feet NGVD. Current design grade is approximately 80 feet, approximately 15 feet below the groundwater table. Additional excavation below elevation 95 feet NGVD will likely require dewatering during construction and preliminary filling to prevent buoyant uplift of the bottom liner. The purpose of the Pre-Design will be to determine the most cost-effective bottom liner configuration based on the horizontal constraints and vertical constraints. The Pre-Design will include the following tasks described in more detail in the sections below:

- Survey
- Dewatering Plan
- Design Analysis
- Design Basis Memorandum

2.1 SURVEY

A detailed project specific survey of the Section 5 Cell 1A landfill and stormwater area will be performed for the basis of the Pre-Design and Design. In addition to topography, this survey will also be used for locating connections, utilities, and conduits. This information will be used for the Design Analysis, updating permit documents, and producing bid documents.

2.2 DEWATERING PLAN

Jones Edmunds will investigate and evaluate the site-specific dewatering requirements and prepare a Dewatering Plan to determine site-specific dewatering costs to be used in the Design Analysis. The Dewatering Plan will summarize the requirements and proposed methods for dewatering to construct the landfill bottom liner. The objective is to design the bottom liner system that will maximize the waste capacity and soil excavation while determining the cost-effectiveness of dewatering efforts to construct the bottom liner below the water table.

The following tasks are expected to be completed as part of this effort:

1. Evaluate subsurface conditions including:
    a. Review regional lithology.
    b. Review existing subsurface investigations and groundwater data.

c. Construct piezometers in the Cell 1A area.
d. Perform pumping tests to determine subsurface flow conditions.

2. Evaluate available dewatering technology appropriate for subsurface conditions.
3. Perform dewatering calculations.
4. Contact dewatering contractors for dewatering costs and prepare an opinion of probable construction costs based on depths of dewatering.
5. Determine regulatory requirements for dewatering.
6. Determine requirements for technical specifications.
7. Conduct a Dewatering Plan review meeting.
8. Perform Dewatering Plan review by an expert and incorporate comments.
9. Prepare a Dewatering Plan document.

Deliverables:

1. Dewatering Plan
2. Dewatering Plan Review Meeting minutes to document DSWM comments.

2.3 DESIGN ANALYSIS

Jones Edmunds will develop bottom liner grading plan alternatives to determine potential cost savings. The bottom liner alternatives will be based on earthfill and infrastructure requirements, hydrologic performance, and airspace for waste disposal. The horizontal dimensions will be based on site development constraints. The vertical dimension will be based on geometric and dewatering constraints.

The following tasks are expected to be completed as part of this effort:

1. Review current design documents and develop updated CAD drawings based on an updated version of AutoCAD and the most recent survey information.
2. Provide notifications in accordance with the Florida Administrative Code that an engineer's drawings are being updated or revised.
3. Prepare soil optimization plan:
    a. Perform soil excavation quantity analysis.
    b. Perform soil fill quantity analysis.
    c. Evaluate soil construction costs based on recent Escambia County bid documents and other published construction costs.
    d. Evaluate soil operational value.
    e. Summarize dewatering costs based on the approved Dewatering Plan.
    f. Evaluate waste capacity value.
    g. Compare costs and values to determine cost-effective bottom liner configuration alternatives.
4. Summarize the design alternative and estimated costs as a function of the resulting disposal capacity.
5. Prepare a Design Analysis Memorandum.
6. Conduct a Design Analysis Review Meeting to determine a selected design alternative.

Deliverables:

1. Design Analysis Memorandum.
2. Design Analysis Review Meeting minutes to document the selected design alternative.

2.4 DESIGN BASIS MEMORANDUM

Based on the selected design alternative and the landfill design details, Jones Edmunds will develop a Design Basis Memorandum to present the design details to be included in the landfill construction documents.

The following tasks are expected to be completed as part of this effort:

1. Coordinate with FDEP to determine specific permitting requirements:
    a. If permitting requirements change from the original scope of work and fee estimate, resulting in additional design efforts, Jones Edmunds will contact DSWM to determine how to proceed.
    b. Develop a list of permitting requirements to be incorporated into the permit documents.
3. Develop design requirements for future MSE berm construction.
4. Develop design requirements for future gas collection and control system (GCCS) modifications.
5. Develop a design and permitting schedule.
6. Coordinate with DSWM regarding portions of the contract to be developed by the County.
7. Prepare an opinion of probable construction costs.
8. Prepare a Design Basis Memorandum.
9. Prepare a Design Basis Presentation for DSWM.

Deliverables:

1. FDEP meeting minutes to document permitting requirements.
2. Design Basis Memorandum.
3. Design Basis Memorandum Presentation for DSWM.
4. Presentation meeting minutes documenting DSWM comments.

3 WETLAND MITIGATION

The purpose of the wetland mitigation phase is to meet the requirements of the USACE specific conditions for compensatory mitigation, including performing the wetland enhancement. Jones Edmunds will provide notifications to permitting agencies and perform wetland enhancement, monitoring, and reporting. The objective of the wetland enhancement is to remove and perpetually manage Category I and II invasive exotic plant species pursuant to the most current list established by the Florida Exotic Pest Plant Council (http://www.fleppc.org). The following plant species are specifically identified throughout the 9.2-acre mitigation area: Chinese privet (*Ligustrum sinese*), Chinese tallow (*Sapium sebiferum*), Japanese climbing fern (*Lygodium japonicum*), dogfennel (*Eupatorium capillifolium*), Bermudagrass (*Cynodon* spp), Bahiagrass (*Paspalum notatum*), and cattail (*Typha* spp.).

Work to mitigate the impacted wetlands may begin at any time. Jones Edmunds recommends initiating this work as soon as possible to ensure compliance with the permitting deadlines. This work includes the following tasks:

- FDEP and USACE notification and coordination.
- Baseline monitoring and reporting to document existing wetland conditions and establish a grid system for future monitoring events.
- Wetland enhancement to remove invasive exotic plant species from the 9-acre compensatory wetland mitigation conservation easement area. Wetland enhancement performance standards include:
  - At least 80% cover by appropriate wetland species.
  - Less than 5% cover by invasive exotic plant species.
  - Achieve no maintenance by the fifth year.
- Time-zero monitoring and reporting to document the wetland enhancement conditions.
- Annual wetland enhancement maintenance to meet the performance standards.
- Semi-annual monitoring for 3 years subsequent to the wetland enhancement and time-zero monitoring.
- Annual reporting of the semi-annual monitoring events.

Deliverables;

1. Baseline Conditions Report.
2. Time-Zero Monitoring Report (2015)
3. 2016 – Annual maintenance, two semi-annual monitoring events, and annual reporting
4. 2017 – Annual maintenance, two semi-annual monitoring events, and annual reporting
5. 2018 – Annual maintenance, two semi-annual monitoring events, and annual reporting

4 STORMWATER DEVELOPMENT

The purpose of the Stormwater Development phase is to provide engineering services for the construction of the stormwater facilities and perform rough grading for the landfill bottom liner. This phase also includes providing required stormwater and wetlands permit requests for extensions and providing notifications for construction. The deadline for completing this task is September 2017 to meet the USACE permit expiration of October 7, 2017.

The stormwater facility construction, landfill excavation, and rough grading are proposed as a separate construction phase from the landfill construction to expedite completion of the stormwater facilities to meet permitting deadlines. The design of the stormwater management facilities will include updated existing conditions and survey information. No design changes are expected. If design changes are required based on permit extension requests, Jones Edmunds will notify DSWM and we will discuss how to proceed.

Jones Edmunds will provide notifications to permitting agencies, perform wetland mitigation requirements, prepare bid documents, prepare an opinion of probable construction costs, perform bid-phase services, and perform construction-phase services to assist with the stormwater facility and earthwork construction.

4.1 PROVIDE PERMIT EXTENSION REQUESTS AND PERMIT NOTIFICATIONS

Jones Edmunds will submit requests for permit expiration extensions for the three stormwater and wetlands permits (see Table 1-1). This correspondence will include Rule references and notifications of the proposed construction schedule. Notifications of construction activity are required by the permit. Jones Edmunds will prepare a letter describing the requested permitting deadlines, proposed construction phase, and conceptual schedule. The conceptual construction schedule will be based on the Design Basis Memorandum completed as part of the Pre-Design phase. Jones Edmunds will provide coordination and updates with the permitting agencies during construction.

Deliverables;

1. Permit extension request and notification for the FDEP Wetlands Resource Permit (17-0000667-019-DF) due to FDEP by September 2015 requesting and extension of the permit deadline to October 7, 2017.
2. Permit extension request and notification for the FDEP Stormwater Management System ERP (17-0000667-028-EM/EM7) requesting an extension through August 25, 2019.
3. Permit extension request and notification for the USACE Wetlands Permit [SAJ-2009-0142(IP-SWA)] requesting an extension through October 7, 2018.

4.2 PREPARE BID DOCUMENTS

The general bid-phase and construction phase tasks are described in detail in Section 6. This section describes the specific tasks to prepare the stormwater bid documents. Bid documents include contract requirements, specifications, and engineering plans. Jones Edmunds will coordinate with DSWM regarding contract requirements. Preparing bid documents will include revising and adding to the design drawings, technical specifications, and CQA plan to include updated existing conditions and proposed construction that may affect the bidders' evaluation of the project and bid price. Effort specific to the Stormwater Development is listed below:

1. Prepare construction documents for earthwork rough grading based on the selected bottom liner grading plan determined during the Pre-Design (Section 2). Table 4-1 compares the permit drawing list to the drawing list expected for the stormwater development bid documents.
2. Prepare contract requirements based on Jones Edmunds Division 1 specifications in coordination with the County.
3. Prepare technical specifications in accordance the Construction Specifications Institute (16 Divisions) format. Table 4-2 compares the permit application technical specifications to the technical specifications expected for the landfill bid documents:
4. Revise and review the CQA plan. The CQA plan will be updated to include the CQA team members, procedures, and guidelines.
5. Prepare an opinion of probable construction costs. The cost estimate will be prepared using Jones Edmunds standard forms and format. A summary will be provided based on the project measurement and payment schedule.

Deliverables:

1. Draft Bid Package for DSWM review.
2. Opinion of Probable Construction Costs.
3. Final Bid Package in pdf format for County Purchasing Department for solicitation.

Table 4-1 Stormwater Permit Drawing and Bid Document Comparison

Permit Drawings	Bid Document Drawings
Stormwater Post-Development Drainage Plan	Cover Sheet
Stormwater Post-Development Drainage Plan	Drawing Index and Abbreviations
Proposed Southeast Basin Grading Plan	Legends
Northeast Stormwater Basin Grading Improvements Plan	General Notes
Southeast Stormwater Basin Grading Improvements Plan	Coordinate Tables
Southeast Stormwater Conveyance Plan, Profile	Stormwater and Sediment Control Notes
Relocated Northeast Pond Conveyance Pipe Plan, Profile	Stormwater Pollution Prevention Plan
Southeast Stormwater Basin Sections	Stormwater Pollution Prevention Plan Details
Energy Dissipater and Drop Inlet Details, Sections, Tables	Topographic Survey
Phase 1 Mining Process Erosion Control Plan	Well and Boring Map
Cell IA Construction Erosion Control Plan	Existing Conditions
Cell 1B Construction Erosion Control Plan	Demolition Plan
Cell 2 Construction Erosion Control Plan	Stormwater Post-Development Drainage Plan
Erosion and Sediment Control Details	Stormwater Post-Development Drainage Plan
Erosion and Sediment Control Details	Proposed Southeast Basin Grading Plan
	Northeast Stormwater Basin Grading Plan
	Southeast Stormwater Basin Grading Plan
	Southeast Stormwater Conveyance Plan and Profile
	Relocated Northeast Pond Conveyance Pipe Plan

Permit Drawings	Bid Document Drawings
	Profile
	Southeast Stormwater Basin Sections
	Energy Dissipater and Drop Inlet Details, Sections, Tables
17 Permit Drawings	21 Drawings

Table 4-2 Stormwater Permit Specifications and Bid Document Comparison

Permit Specifications (Not Available)	Bid Document Specifications[1]
	01000 Project Requirements
	01100 Summary of Work
	01200 Measurement and Payment
	01290 Schedule of Values
	01300 Contract Administration
	01310 Construction Coordination
	01320 Progress Schedule
	01325 Construction Photographs
	01330 Submittals and Acceptance
	01350 Environmental Protection
	01400 Quality Requirements
	01450 Testing and Laboratory Services
	01500 Temporary Facilities and Controls
	01520 Field Offices
	01600 Materials and Equipment
	01650 Delivery, Storage and Handling
	01720 Field Engineering
	01740 Final Cleaning
	01770 Project Closeout
	01780 Warranties and Bonds
	01785 Record Documents
	02230 Site Preparation
	02300 Earthwork
	02370 Erosion and Sedimentation Control
	02600 Stormwater Facilities
	02920 Seeding and Sodding
	03301 Concrete and Reinforcing Steel
	09900 Painting and Coating
	15055 Piping Systems – General
	15121 Miscellaneous Pipe Fittings and Accessories
	15146 High-Density Polyethylene (HDPE) Pipe
	31 Bid Document Specifications

Note: [1]All specifications listed may not be included.

Section 6 describes the bid-phase and construction-phase tasks.

5 LANDFILL DEVELOPMENT

The purpose of the Landfill Development phase is to provide engineering services for the completion of construction of the Section 5 Cell 1A landfill. The deadline for completing this task is May 2018 to allow time for DSWM to fill the first layer of select waste in Section 5 Cell 1A. This phase includes a permitting modification of the FDEP solid waste permit and FDEP Title V permit, preparing bid documents, providing bid-phase services, and providing construction-phase services.

5.1 SOLID WASTE PERMITTING

Based on the results of DSWM's design decisions, Jones Edmunds will prepare and submit a solid waste modification application package to update the Section 5 Cell 1A design. Based on the operational deadline of May 2017, the modification will have to be approved by FDEP so that landfill construction can begin by April 2016. This means that the permit modification application will be submitted at least 8 months before the permit renewal date (see Section 8). Jones Edmunds will request that FDEP allow the permit modification and permit renewal to be combined, but submitted early without altering the permitting schedule. If FDEP does not allow the early submittal of the permit renewal, then a separate permit renewal document will be prepared and submitted by the May 2016 permit renewal deadline.

Assuming both the modification and renewal applications are combined, the following lists the application requirements and expected effort. 'No change' indicates parts that are not intended to be changed based on the expected design modifications. However, the application will incorporate recent Rule changes as they apply.

1. Coordinate and attend an FDEP pre-application meeting.
2. Prepare FDEP pre-application meeting minutes.
3. Prepare the permit renewal and Section 5 Cell 1A permit modification documents. Table 5-1 shows the expected permit renewal and modifications sections prepared to complete the permit application and the relative effort to complete each section. The term "Revise" indicates major changes to the section to describe the design changes. The term "Update" indicates that minor changes are likely to describe design changes and to meet new Rule requirements. The term "Add" indicates a section that will be added to the application that was not provided previously.

Table 5-1 Stormwater Permit Specifications and Bid Document Comparison

Permit Application Section	Effort
Executive Summary	Revise
Introduction	Add
Application Form 62-701.900(1).	Revise
Part A. General Information	Revise
Part B. Disposal Facility General Information	Update
Part C. Prohibitions	Update
Part D. Solid Waste Management Facility Permit Requirements	Update
Part E. Landfill Permit Requirements	Update
Part F. General Criterial for Landfills	Update
Part G. Landfill Construction Requirements	Revise
Design Drawings	Revise

Permit Application Section	Effort
General Sheets	Revise
Survey	Revise
Plan Sheets	Revise
Sections	Revise
Details	Revise
CQA plan and Technical Specifications	Revise
Part H. Hydrogeological Investigation Requirements	Update
Part I. Geotechnical Investigation Requirements	Update
Part J. Vertical Expansion of Landfills	Update
Part K. Landfill Operation Requirements	Update
Part L. Water Quality Monitoring Requirements	Update
Part M. Special Waste Handling Requirements	Update
Part N. Gas Management System Requirements	Revise
Part O. Landfill Closure Requirements	Revise
Part P. Other Closure Procedures	Update
Part Q. Long-Term-Care	Update
Part R. Financial Assurance	Revise

4. If FDEP responds with a request for additional information (RAI) after review of the permit application package, Jones Edmunds will prepare one response document. If the FDEP comments result in more than one RAI or additional design effort is required, Jones Edmunds will contact the County about how to proceed.

Deliverables:

1. Pre-application meeting minutes.
2. Draft Permit Application package in pdf format for DSWM review.
3. Final Permit Application package for FDEP:
   a. Two paper copies, including full-size drawings.
   b. Electronic copy on CD.
4. Draft response to FDEP RAI in pdf format for DSWM review.
5. Final response to FDEP request of additional information:
   a. Two paper copies.
   b. Electronic copy on CD.

5.2 TITLE V PERMITTING

The Perdido Landfill Title V permit includes the Section 5 expansion. FDEP will be contacted by telephone to determine if a permit modification is required. At a minimum, the site Design Plan will be updated to include the Section 5 Cell 1A GCCS design. A permit modification is not expected and not included in this Scope of Work. If a permit modification is required by FDEP, Jones Edmunds will contact the County to discuss how to proceed.

Deliverables:

1. FDEP Air Resources Department telephone conversation memorandum.
2. Revised Design Plan submitted in pdf format.

5.3 PREPARE BID DOCUMENTS

Section 6 describes the general bid-phase and construction-phase tasks in detail. This section describes the tasks specific to preparing the landfill bid documents.

An FDEP signed permit is required to begin bottom liner construction. However, bid documents can be prepared during permitting, allowing for revisions based on FDEP requirements. Bid documents require more detail than the permit documents to allow contractors to prepare accurate bids. Jones Edmunds will coordinate with DSWM regarding contract requirements. Preparing bid documents will include updating the design drawings, contract requirements, technical specifications, and CQA plan to include updated existing conditions and proposed construction that may affect the bidders' evaluation of the project and bid price.

1. Prepare construction documents for landfill construction based on the selected bottom liner grading plan determined during the Pre-Design (Section 2). Table 5-2 compares the permit drawing list to the drawing list expected for the landfill bid documents.
2. Prepare contract requirements based on Jones Edmunds Division 1 specifications.
3. Prepare technical specifications in accordance the Construction Specifications Institute (16 Divisions) format. Table 5-3 compares the permit application technical specifications to the technical specifications expected for the landfill bid documents:
4. Revise and review the CQA plan. The CQA plan will be updated to include the CQA team members, procedures, and guidelines.
5. Prepare an opinion of probable construction costs. The cost estimate will be prepared using Jones Edmunds standard forms and format. A summary will be provided based on the project measurement and payment schedule.

Deliverables:

1. Draft Bid Package for DSWM review.
2. Opinion of Probable Construction Costs.
3. Final Bid Package in pdf format for County Purchasing Department for solicitation.

Table 5-2 Landfill Permit Drawing and Bid Document Comparison

Permit Drawings	Bid Document Drawings[1]
Cover Sheet	Cover Sheet
General Notes and Legend	Drawing Index and Abbreviations
Survey	General Notes and Legends
Survey	Aerial Topographic Survey
Survey	Ground Topographic Survey
Survey	Survey

Exhibit "A"

Permit Drawings	Bid Document Drawings[1]
Survey	Survey
Surveyed Property Boundary and Legal Description	Survey
Topographic Data	Coordinate Tables
Vicinity Map	Vicinity Map
Existing Conditions	Key Map/Existing Conditions
Currently Permitted Final Cover	Stormwater and Sediment Control Notes
Proposed Top of Subbase Plan	Stormwater Pollution Prevention Plan
Proposed Subsurface Drainage Plan	Stormwater Pollution Prevention Plan Details
Proposed Top of Protective Cover Plan	Well and Boring Map
Proposed Conceptual Final Grading Plan	Demolition Plan
Phase 1 – Cell 1A Construction	Bottom Liner Plan
Phase 2 – Cell 1A Filling, Cell 1B Construction	Bottom Liner Plan
Phase 3 – Cell 1B Filling, Cell 2 Construction	Bottom Liner Plan
Phase 4 – Cell 2 Filling, Cell 3 Construction	Bottom Liner Sections
Phase 5 – Cell 3 Filling	Bottom Liner Sections
Phase 6 – Final Fill Sequence	Bottom Liner Details
Cross Sections	Cross Sections
Landfill Gas Management Plan	Cross Sections
Liner and Berm Details	Berm Details
Leachate Collection / Detection Details	Berm Details
Intercell Berm Details	GCCS Plan
Leachate Sump Plan	Gas System Details
Leachate Sump Details	Force Main Routing Plan
Final Cover Details	LCCR Details
Fence and Guardrail Details	Structural Notes
Leachate Collection Process Flow Diagram	Access Drive Grading Details
Leachate Collection System Details	Mechanical Notes
Leachate Riser Details	Leachate Sump Plan
	Leachate Sump Details
	Fence and Guardrail Details
	Leachate Collection Process Flow Diagram
	Leachate Collection System Details
	Leachate Riser Details
	Electrical Legends and Abbreviations
	Electrical Site Plan
	Electrical Riser Diagram
	Pump Station Electrical Plan

Permit Drawings	Bid Document Drawings[1]
	Pump Control Panel One-Line Diagram
	Electrical Details
	Electrical Section
34 Permit Drawings	46 Bid Document Drawings

Note: [1]MSE berm drawings and specifications are not included based on DSWM decision to delay the MSE berm.

Table 5-3 Landfill Permit Specifications and Bid Document Comparison

Permit Specifications	Bid Document Specifications[1]
02777 Drainage Composite	01000 Project Requirements
02775 HDPE Geomembrane Liner System	01100 Summary of Work
02776 Geosynthetic Clay Liner (GCL)	01200 Measurement and Payment
02778 Geotextiles	01290 Schedule of Values
02222 Earthwork Backfill, Grading, and Compaction	01300 Contract Administration
02240 Protective Cover and Leachate Collection Stone	01310 Construction Coordination
15067 Pipe - Polyethylene	01320 Progress Schedule
	01325 Construction Photographs
	01330 Submittals and Acceptance
	01350 Environmental Protection
	01400 Quality Requirements
	01450 Testing and Laboratory Services
	01500 Temporary Facilities and Controls
	01520 Field Offices
	01600 Materials and Equipment
	01650 Delivery, Storage and Handling
	01720 Field Engineering
	01740 Final Cleaning
	01770 Project Closeout
	01780 Warranties and Bonds
	01785 Record Documents
	01820 Training
	02070 Geocomposite
	02071 Geomembrane (HDPE)
	02072 Geosynthetic Clay Liner
	02074 Geotextile
	02079 Geosynthetic Rain Tarp
	02230 Site Preparation
	02240 Dewatering
	02301 Earthwork for Landfill Construction
	02370 Erosion and Sedimentation Control
	02600 Stormwater Facilities

Permit Specifications	Bid Document Specifications[1]	
	02700	Paving
	02920	Seeding and Sodding
	03301	Concrete and Reinforcing Steel
	09900	Painting and Coating
	11000	General Equipment Requirements
	11300	Leachate Pumps
	13421	Flow Meter and Pressure Gauges
	13441	Supervisory Control and Data Acquisition (SCADA) – Radio Telemetry System
	15050	Basic Mechanical Materials and Methods
	15055	Piping Systems – General
	15060	Pipe Hangers and Supports
	15110	Manual, Check, and Process Valves
	15121	Miscellaneous Pipe Fittings and Accessories
	15144	Pressure Testing of Pipes
	15146	High-Density Polyethylene (HDPE) Pipe
	15155	Ductile Iron Pipe and Fittings
	16401	Low-Voltage Electrical Work – General
7 Permit Specifications	49 Bid Document Specifications	

Note: [1]MSE berm drawings and specifications are not included based on DSWM decision to delay the MSE berm.

Section 6 describes the bid phase and construction phase tasks.

6 GENERAL BID-PHASE AND CONSTRUCTION-PHASE TASKS

The bid-phase and construction-phase services will be common to both the Stormwater Development and Landfill Development phases. This section describes the general tasks.

6.1 PROVIDE BID-PHASE SERVICES

After Jones Edmunds submits the electronic bid packages to the County, Jones Edmunds will provide bid-phase services to support the DSWM in the solicitation of bids for the construction contract. The County will advertise the request for bids and distribute the bid packages. Jones Edmunds will attend a pre-bid meeting and will be prepared to discuss the technical aspects of the project. The County will conduct the pre-bid meeting and bid opening. Based on bidder questions, Jones Edmunds will prepare responses to bidders' written technical questions during bidding period and prepare up to three addenda. Jones Edmunds will assist the County to verify that the bids are complete and responsive.

The following lists the tasks included in the bid-phase services:

1. Attend the pre-bid meeting at the Escambia County Perdido Landfill.
2. Prepare written responses to bidders' questions.
3. Prepare up to three addenda to clarify bid documents and respond to bidder questions.
4. Review bid tabulation.
5. Evaluate bid packages from the three lowest and responsive bidders.

Deliverables:

1. Pre-bid meeting minutes.
2. Written responses to bidder questions (assuming three response packages for each of three addenda).
3. Addenda to clarify bid documents and respond to bidder questions (maximum of three provided in pdf format).

6.2 PROVIDE CONSTRUCTION-PHASE SERVICES

Construction-phase services are divided into the following tasks:

- Contract Administration
- Submittal Review
- Construction CQA
- Construction Certification

6.2.1 CONTRACT ADMINISTRATION

Jones Edmunds will provide contract administration services throughout the duration of the construction contract. Contract administration includes preparing conformed construction documents including contract requirements, drawings, specifications, addenda, agreement, insurance certificates, and bonds. The Jones Edmunds Contract Administrator will also notify FDEP and other regulatory agencies of construction and dewatering commencement, attend the preconstruction conference, attend on-site

progress meetings once every 2 weeks during active construction, communicate regularly with the Contractor, and issue various construction correspondences to the Contractor.

Once the Contractor has submitted all required contract documents, Jones Edmunds will attend a Preconstruction Conference at the project site. We will prepare a detailed agenda and subsequent meeting minutes for the conference and distribute them to all attendees and the County. The County will provide the Notice to Proceed.

During construction, the Jones Edmunds Contract Administrator will communicate daily with our Resident Observer(s), the Contractor, and the County and attend regularly scheduled construction progress meetings. We will evaluate and make recommendations regarding the Contractor's Schedule of Values and monthly Applications for Payment. We will evaluate and make recommendations regarding the Contractor's Critical Path Method Progress Schedule and monthly updates to the schedule. Jones Edmunds will provide technical assistance to resolve unforeseen conditions, unsatisfactory work, and written clarifications and interpretations of the Contract Documents; maintain a master list and respond to the Contractor Requests for Information (RFIs); evaluate and respond to the Contractor's and Owner's request for minor modifications to the Contract Documents; and prepare and execute Work Change Directives and Change Orders in accordance with the Contract Documents. We will maintain a log of work change directives, proposed contract modifications, field orders, RFIs, change orders, and pay applications to track the status of each of these documents. The Jones Edmunds Contract Administrator will be on site a minimum of 1 day per week during construction. Jones Edmunds will review and comment on the redlined as-built drawings of panel layouts prepared by the Resident Observer and the Contractor. Comments on these documents will appear as a summary of progress in the minutes of the regularly scheduled progress meetings.

Jones Edmunds will prepare agendas and conduct weekly progress meetings on site. We will prepare meeting minutes for the progress meeting and distribute it to all attendees.

At Substantial Completion, Jones Edmunds will conduct a walk-through, generate a certificate of Substantial Completion, and draft a punch list of work to be completed and documentation to be submitted to reach Final Completion.

Deliverables:

1. Preconstruction Conference agenda.
2. Preconstruction Conference meeting minutes.
3. Progress Meeting agendas and summaries.
4. Clarifications and Interpretations of Contract Documents.
5. Work Change Directives.
6. Proposed Contract Modifications.
7. Field Orders.
8. Request for Information Responses.
9. Pay Estimates (Recommendation for Payment).
10. Schedule Review Comments.
11. Substantial Completion checklist, certificate of Substantial Completion, and punch list.

6.2.2 SUBMITTAL REVIEW

Jones Edmunds will review administrative submittals, product submittals, product samples, shop drawings, and minor requests for substitution. We will review laboratory, shop, manufacturer's quality control data, and test reports of materials. Jones Edmunds will receive, record, and distribute the Contractor's administrative and technical submittals; review the submittals; and return the submittals with comments to the Contractor and the Owner within the timeframe specified in the Contract Documents. Jones Edmunds will maintain a submittal log. Jones Edmunds will also maintain an FTP site with pdf copies of submittals and submittal returns for the Contractor's and County's use. Jones Edmunds will provide up to two reviews of each submittal. The cost for additional review of deficient submittals will be the Contractor's responsibility in accordance with the Contract Documents. Each additional submittal review will be charged to the construction contract at hourly rates specified in the construction contract.

Deliverables:

1. Copy of Submittals.
2. Submittal Log.
3. Submittal Returns.

6.2.3 CONSTRUCTION CQA

Jones Edmunds will provide CQA observation during construction in accordance with the approved CQA plan developed as part of the bid documents. The Resident Observer(s) will perform the CQA monitoring duties described in the CQA plan.

One Resident Observer will be on site during critical construction activities. During construction, Jones Edmunds assumes that the working times are 10 hours per day up to 50 hours per week. The Resident Observer(s) will coordinate with the Contractor and Contract Administrator regarding weekly activities and adjust effort accordingly. The Resident Observer(s) will coordinate testing schedules, attend progress meetings, and review preliminary draft pay requests.

Soil or material testing is required to be performed by an independent third-party testing laboratory. Therefore, soil and material testing will be subcontracted to an appropriate testing firm. CQA testing will be monitored as part of the CQA activities. Testing costs are based on the testing required by the CQA Plan (including testing coordination and review and interpretation of testing results.)

Deliverables:

1. Daily observation reports including photo-documentation of activities.
2. Comments on redlined as-built drawings provided by the Contractor.
3. Copies of signed-and-sealed test results.

6.2.4 CONSTRUCTION CERTIFICATION

Jones Edmunds will prepare the Certification of Construction Completion and the accompanying completion report in accordance with FDEP and USACE requirements. The report will summarize the activities of the project and document any deviations from the permit, including the following:

- An engineer's certification, signed and sealed by a Florida-licensed Professional Engineer.
- Record drawings and surveys.

- Documentation of any deviations from the permitted design.
- Confirmation of impacted wetland areas and any changes to the mitigation requirements.

Jones Edmunds will prepare Record Drawings from as-built surveys and Contractor mark-ups of the design drawings based on the completed construction project.

Jones Edmunds has provided for effort to respond to FDEP RAIs on the Certification of Construction Completion and summary report.

Deliverables:

1. Draft Completion Report – pdf for County review.
2. Certification/Summary Report/Record Drawings.
    a. FDEP – One signed-and-sealed set and one CD.
    b. USACE – One signed and sealed set on letter-sized sheets only.
    c. County – Two signed-and-sealed sets and one CD
3. RAI Response same as Completion Report.

7 SCHEDULE

7.1 SCHEDULE FOR MODIFIED DESIGN

Figure 7-1 is the schedule for completing the four project phases based on the design direction to investigate a modified bottom liner grading plan. In general, the duration of the work is expected to be approximately 4 years beginning May 2015 and continuing through December 2018 with wetland mitigation. Stormwater facility construction will be completed by March 2017, and landfill construction will be completed with approval for filling in May 2017. This schedule includes the following design and scheduling tasks:

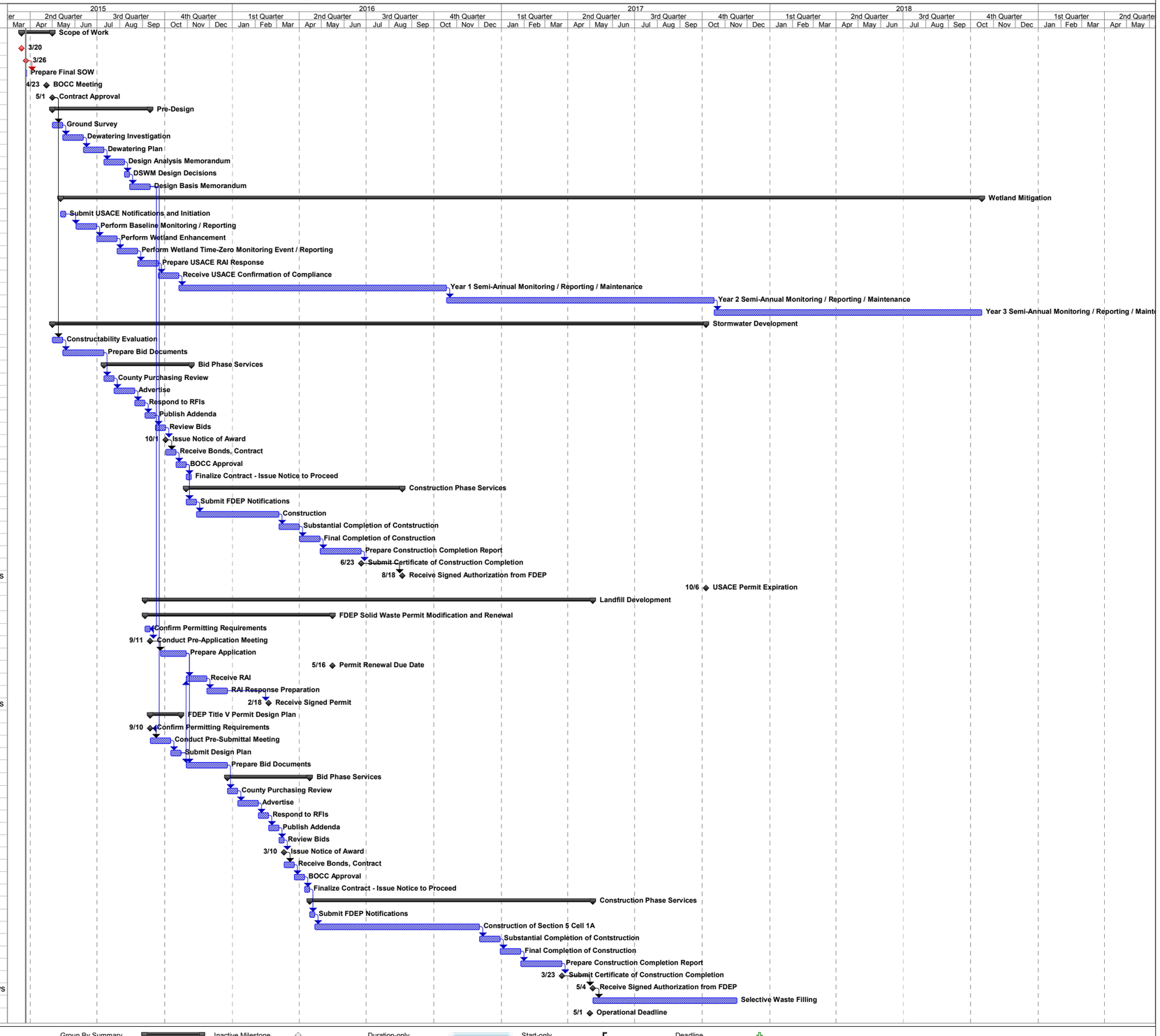
- Pre-Design:
  - Perform a Dewatering Investigation.
  - Develop a Dewatering Plan.
  - Prepare a Design Analysis.
  - Prepare a Design Basis Memorandum based on selected design determined by the Design Analysis.
- Wetland Mitigation to meet permit requirements through 2018:
  - Monitoring and reporting.
  - Wetland enhancement and maintenance.
- Stormwater Development to meet the October 7, 2017 permitting deadline:
  - Prepare permit extension requests and permit required notifications.
  - Prepare bid documents.
  - Perform bid-phase and construction-phase services.
    - Four-month estimated construction timeframe.
- Landfill Development to meet the May 2018 operational deadline:
  - Prepare permit modifications and renewal.
  - Prepare bid documents.
  - Perform bid-phase and construction-phase services.
    - Eight-month estimated construction timeframe.
    - Begin waste filling October 2017.

Escambia County Perdido Landfill - Section 5 Cell 1A Design PD 14-15.022

Figure 7-1
Section 5 Cell 1A Schedule
Directed Design Modification

Exhibit "B"

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Scope of Work**	**6 wks**	**Fri 3/20/15**	**Fri 5/1/15**	
2	1st Negotiations Meeting	0 days	Fri 3/20/15	Fri 3/20/15	
3	2nd Negotiations Meeting	0 days	Thu 3/26/15	Thu 3/26/15	
4	Prepare Final SOW	1 day	Thu 3/26/15	Thu 3/26/15	3
5	BOCC Meeting	0 wks	Thu 4/23/15	Thu 4/23/15	
6	Contract Approval	0 days	Fri 5/1/15	Fri 5/1/15	
7	**Pre-Design**	**19 wks**	**Fri 5/1/15**	**Thu 9/10/15**	
8	Ground Survey	2 wks	Fri 5/1/15	Thu 5/14/15	6
9	Dewatering Investigation	4 wks	Fri 5/15/15	Thu 6/11/15	8
10	Dewatering Plan	4 wks	Fri 6/12/15	Thu 7/9/15	9
11	Design Analysis Memorandum	4 wks	Fri 7/10/15	Thu 8/6/15	10
12	DSWM Design Decisions	1 wk	Fri 8/7/15	Thu 8/13/15	11
13	Design Basis Memorandum	4 wks	Fri 8/14/15	Thu 9/10/15	12
14	**Wetland Mitigation**	179 wks	Tue 5/12/15	Mon 10/15/18	
15	Submit USACE Notifications and Initiation	1 wk	Tue 5/12/15	Mon 5/18/15	
16	Perform Baseline Monitoring / Reporting	4 wks	Tue 6/2/15	Mon 6/29/15	15
17	Perform Wetland Enhancement	4 wks	Tue 6/30/15	Mon 7/27/15	16
18	Perform Wetland Time-Zero Monitoring Event / Reporting	4 wks	Tue 7/28/15	Mon 8/24/15	17
19	Prepare USACE RAI Response	4 wks	Tue 8/25/15	Mon 9/21/15	18
20	Receive USACE Confirmation of Compliance	4 wks	Tue 9/22/15	Mon 10/19/15	19
21	Year 1 Semi-Annual Monitoring / Reporting / Maintenance	13 mons	Tue 10/20/15	Mon 10/17/16	20
22	Year 2 Semi-Annual Monitoring / Reporting / Maintenance	13 mons	Tue 10/18/16	Mon 10/16/17	21
23	Year 3 Semi-Annual Monitoring / Reporting / Maintenance	13 mons	Tue 10/17/17	Mon 10/15/18	22
24	**Stormwater Development**	**127 wks**	**Fri 5/1/15**	**Fri 10/6/17**	
25	**Constructability Evaluation**	**2 wks**	**Fri 5/1/15**	**Thu 5/14/15**	**6**
26	**Prepare Bid Documents**	**8 wks**	**Fri 5/15/15**	**Thu 7/9/15**	**25**
27	**Bid Phase Services**	17 wks	Fri 7/10/15	Thu 11/5/15	
28	County Purchasing Review	2 wks	Fri 7/10/15	Thu 7/23/15	26
29	Advertise	4 wks	Fri 7/24/15	Thu 8/20/15	28
30	Respond to RFIs	2 wks	Fri 8/21/15	Thu 9/3/15	29
31	Publish Addenda	2 wks	Fri 9/4/15	Thu 9/17/15	30
32	Review Bids	2 wks	Fri 9/18/15	Thu 10/1/15	31
33	Issue Notice of Award	0 days	Thu 10/1/15	Thu 10/1/15	32
34	Receive Bonds, Contract	2 wks	Fri 10/2/15	Thu 10/15/15	33
35	BOCC Approval	2 wks	Fri 10/16/15	Thu 10/29/15	34
36	Finalize Contract - Issue Notice to Proceed	1 wk	Fri 10/30/15	Thu 11/5/15	35
37	**Construction Phase Services**	42 wks	Fri 10/30/15	Thu 8/18/16	
38	Submit FDEP Notifications	2 wks	Fri 10/30/15	Thu 11/12/15	35
39	Construction	4 mons	Fri 11/13/15	Thu 3/3/16	38
40	Substantial Completion of Contstruction	1 mon	Fri 3/4/16	Thu 3/31/16	39
41	Final Completion of Construction	1 mon	Fri 4/1/16	Thu 4/28/16	40
42	Prepare Construction Completion Report	8 wks	Fri 4/29/16	Thu 6/23/16	41
43	Submit Certificate of Construction Completion	0 mons	Thu 6/23/16	Thu 6/23/16	42
44	Receive Signed Authorization from FDEP	0 days	Thu 8/18/16	Thu 8/18/16	43FS+2 mons
45	**USACE Permit Expiration**	**0 days**	**Fri 10/6/17**	**Fri 10/6/17**	
46	**Landfill Development**	**87 wks**	**Fri 9/4/15**	**Thu 5/4/17**	
47	**FDEP Solid Waste Permit Modification and Renewal**	**36.2 wks**	**Fri 9/4/15**	**Mon 5/16/16**	
48	Confirm Permitting Requirements	1 wk	Fri 9/4/15	Thu 9/10/15	13FF
49	Conduct Pre-Application Meeting	2 wks	Fri 9/11/15	Thu 9/24/15	48
50	Prepare Application	5 wks	Fri 9/25/15	Thu 10/29/15	49
51	**Permit Renewal Due Date**	**0 days**	**Mon 5/16/16**	**Mon 5/16/16**	
52	Receive RAI	1 mon	Fri 10/30/15	Thu 11/26/15	50,58
53	RAI Response Preparation	1 mon	Fri 11/27/15	Thu 12/24/15	52
54	Receive Signed Permit	0 days	Thu 2/18/16	Thu 2/18/16	53FS+2 mons
55	**FDEP Title V Permit Design Plan**	**6 wks**	**Thu 9/10/15**	**Thu 10/22/15**	
56	Confirm Permitting Requirements	0 wks	Thu 9/10/15	Thu 9/10/15	13FF
57	Conduct Pre-Submittal Meeting	1 mon	Fri 9/11/15	Thu 10/8/15	56
58	Submit Design Plan	2 wks	Fri 10/9/15	Thu 10/22/15	57
59	**Prepare Bid Documents**	**8 wks**	**Fri 10/30/15**	**Thu 12/24/15**	**50,58**
60	**Bid Phase Services**	16 wks	Fri 12/25/15	Thu 4/14/16	
61	County Purchasing Review	2 wks	Fri 12/25/15	Thu 1/7/16	59
62	Advertise	1 mon	Fri 1/8/16	Thu 2/4/16	61
63	Respond to RFIs	2 wks	Fri 2/5/16	Thu 2/18/16	62
64	Publish Addenda	2 wks	Fri 2/19/16	Thu 3/3/16	63
65	Review Bids	1 wk	Fri 3/4/16	Thu 3/10/16	64
66	Issue Notice of Award	0 days	Thu 3/10/16	Thu 3/10/16	65
67	Receive Bonds, Contract	2 wks	Fri 3/11/16	Thu 3/24/16	66
68	BOCC Approval	2 wks	Fri 3/25/16	Thu 4/7/16	67
69	Finalize Contract - Issue Notice to Proceed	1 wk	Fri 4/8/16	Thu 4/14/16	68
70	**Construction Phase Services**	55 wks	Fri 4/15/16	Thu 5/4/17	
71	Submit FDEP Notifications	1 wk	Fri 4/15/16	Thu 4/21/16	69
72	Construction of Section 5 Cell 1A	8 mons	Fri 4/22/16	Thu 12/1/16	71
73	Substantial Completion of Contstruction	1 mon	Fri 12/2/16	Thu 12/29/16	72
74	Final Completion of Construction	1 mon	Fri 12/30/16	Thu 1/26/17	73
75	Prepare Construction Completion Report	8 wks	Fri 1/27/17	Thu 3/23/17	74
76	Submit Certificate of Construction Completion	0 days	Thu 3/23/17	Thu 3/23/17	75
77	Receive Signed Authorization from FDEP	0 days	Thu 5/4/17	Thu 5/4/17	76FS+30 days
78	**Selective Waste Filling**	**28 wks**	**Fri 5/5/17**	**Thu 11/16/17**	**77**
79	**Operational Deadline**	0 days	Mon 5/1/17	Mon 5/1/17	



Project: 20130624-Schdedule-Lifespan
Date: Thu 3/26/15

Task · Milestone · Summary · Rolled Up Task · Rolled Up Milestone · Rolled Up Progress · Split · External Tasks · Project Summary · Group By Summary · Inactive Task · Inactive Task · Inactive Milestone · Inactive Summary · Manual Task · Duration-only · Manual Summary Rollup · Manual Summary · Start-only · Finish-only · Progress · Deadline

8 COMPENSATION

The following describes the compensation for the professional services described in this Scope of Work. The first part of the project will consist of the Pre-Design, Wetland Mitigation, and Stormwater Development. The second part of project will consist of the Landfill Development. The Landfill Development is shown as a separate part of the project because once the Pre-Design work is complete, Jones Edmunds can evaluate the assumptions made in creating the current Landfill Development scope of work.

Each part will be lump sum. Jones Edmunds will invoice the County monthly based on an estimated percent complete for each part of the project. The compensation was calculated using standard hourly rates. Figure 8-1 provides the detailed tasks and fees, and Table 8-1 lists the estimated fees for each part of this Scope of Work.

Table 8-1 Compensation by Task

Part	Descriptions	Compensation
1	Pre-Design/Wetland Mitigation/Stormwater Development	$460,000
2	Landfill Development	$1,074,000
	Total	$1,534,000

To reduce costs, we assumed that most stormwater construction CQA resident observation will be performed by the local subconsultant. We assumed that resident observation would be an average of 3 days per week, since much of the excavation will not require full-time resident observation. The landfill CQA resident observation will be shared with the local subconsultant to reduce costs. Because of the complexity of landfill bottom liner construction, the resident observation is full-time, with some construction requiring two Resident Observers.

Exhibit "C"

Figure 8-1
Escambia County Perdido Landfill
Section 5 Cell 1A Design
Fee Estimate
Jones Edmunds Opportunity Number: 95140-030-15

Task	Hours															Costs				
	Porject Officer	Senior Project Manager	Project Manager	Project Engineer	Senior Project Engineer	Project Scientist	Project Scientist	Senior Construction Administrator	Construction Administrator	Senior CAD Designer	Senior Field Representative	Field Representative	Senior Technical Editor	Senior Administrative Assistant	Total	Labor Cost	Subconsult. Cost	Other Direct Costs	Total Costs	Subtotal Tasks
Pre-Design																				
Ground Survey / Tie to Aerial			2							8					10	$ 1,100	$ 8,000	$ 403	$ 9,503	$ 10,000
Dewatering Investigation (Kick-off mtg / planning)		2													2	$ 390	$ -	$ -	$ 390	
Review / Summarize Historical Subsurface Investigations		2	6	8		8									24	$ 3,730	$ -	$ -	$ 3,730	
Investigation Plan / Coordination			6	4		4									14	$ 2,180	$ -	$ -	$ 2,180	
Construct Piezometers / Perform Pumping tests						24					24			2	50	$ 6,170	$ 3,280	$ 606	$ 10,056	$ 16,000
Dewatering Plan (Kick-off mtg / planning)		1	1	1		1				2	1				7	$ 950	$ -	$ 27	$ 977	
Summarize Test Results					8	8									16	$ 2,600	$ -	$ -	$ 2,600	
Evaluate Dewatering Technology		1	4	4	4	6									19	$ 3,045	$ -	$ -	$ 3,045	
Perform Dewatering Calculations				6	6										12	$ 1,950	$ -	$ -	$ 1,950	
Prepare Dewatering Cost Estimate		1	4	4	6	6									21	$ 3,405	$ -	$ -	$ 3,405	
Prepare Document		2	8	4	4	4							2	6	30	$ 4,350	$ -	$ -	$ 4,350	
Expert Review	1														1	$ 230	$ 5,000	$ -	$ 5,230	$ 22,000
Design Analysis Memorandum (Kick-off mtg / planning)		1	2	1	1					1					6	$ 955	$ -	$ 13	$ 968	
Review Design Documents and prepare CADD Drawings		2	4							8					14	$ 1,830	$ -	$ 105	$ 1,935	
Prepare Soil Optmization Plan		2	4	4	2					8					20	$ 2,770	$ -	$ 100	$ 2,870	
Prepare Design Alternatives		2	4	4	2					8					20	$ 2,770	$ -	$ 100	$ 2,870	
Prepare Cost Summary		2	4	4	2	4				0					16	$ 2,590	$ -	$ -	$ 2,590	
Prepare Design Analysis Memorandum		2	4	4	2					4			2	6	24	$ 3,110	$ -	$ 55	$ 3,165	
Prepare Presentation	1	2	4							4			2	4	17	$ 2,230	$ -	$ 50	$ 2,280	
Attend Design Analysis Review Meeting		8	12												20	$ 3,600	$ -	$ 305	$ 3,905	$ 21,000
Design Basis Memorandum (Kick-off mtg / planning)		1	2		1					1					5	$ 810	$ -	$ 13	$ 823	
FDEP Coordination / meeting minutes		2	4							4					10	$ 1,450	$ -	$ 50	$ 1,500	
Review / Revise Calculations		4	6	8	4					4					26	$ 4,060	$ -	$ 50	$ 4,110	
Prepare stability analysis and settlement analysis			6	8	2					4					20	$ 2,920	$ -	$ 50	$ 2,970	
Determine requirements for future berm construction		2	2	6						2					12	$ 1,790	$ 3,000	$ 25	$ 4,815	
Determine requirements for future GCCS modifications		4	6		4					2					16	$ 2,710	$ -	$ 25	$ 2,735	
Prepare Construction Cost Summary		2	6	6	4				6	4					28	$ 4,100	$ -	$ 50	$ 4,150	
Prepare Design Basis Memorandum		2	8	4	4	4				4			2	4	32	$ 4,560	$ -	$ 55	$ 4,615	
Prepare Design Basis Presentation	1	2	4							2			2	2	13	$ 1,870	$ -	$ 25	$ 1,895	
Design Basis Review Meeting (conference call)		2	4												6	$ 1,070	$ -	$ -	$ 1,070	
Prepare meeting Minutes		1	4											2	4	$ 1,045	$ -	$ -	$ 1,045	$ 30,000
Client Meetings and Coordination (40 weeks)	1	10	8											2	21	$ 3,710	$ -	$ -	$ 3,710	$ 4,000
Subtotal Evaluation	***4***	***62***	***129***	***80***	***56***	***69***	***0***	***0***	***6***	***70***	***25***	***0***	***10***	***28***	***536***	***$ 80,050***	***$ 19,280***	***$ 2,107***	***$ 101,437***	**$ 103,000**

Exhibit "C"

Figure 8-1
Escambia County Perdido Landfill
Section 5 Cell 1A Design
Fee Estimate
Jones Edmunds Opportunity Number: 95140-030-15

Task	Hours															Costs				
	Porject Officer	Senior Project Manager	Project Manager	Project Engineer	Senior Project Engineer	Project Scientist	Project Scientist	Senior Construction Administrator	Construction Administrator	Senior CAD Designer	Senior Field Representative	Field Representative	Senior Technical Editor	Senior Administrative Assistant	Total	Labor Cost	Subconsult. Cost	Other Direct Costs	Total Costs	Subtotal Tasks
Wetlands Mitigation																				
Baseline / Reporting (Spring 2015)		1	1				32			8	32			4	78	$ 9,465	$ -	$ 708	$ 10,173	$ 10,000
Wetland Enhancement							2			2	8			4	16	$ 1,660	$ 20,000	$ 25	$ 21,685	$ 22,000
Time-Zero Monitoring / Reporting (Fall 2015)		1	1				24			6	24			1	57	$ 7,020	$ -	$ 683	$ 7,703	$ 8,000
Year 1 Maintenance							2			2	8			4	16	$ 1,660	$ 15,000	$ 25	$ 16,685	
Year 1 First Semi-Annual Monitoring		1	1				24			6	24			1	57	$ 7,020	$ -	$ 681	$ 7,701	
Year 1 Second Semi-Annual Monitoring		1	1				24			6	24			1	57	$ 7,020	$ -	$ 683	$ 7,703	
Year 1 Reporting		1	1				4			6	12		1	2	27	$ 3,050	$ -	$ 77	$ 3,127	$ 35,000
Year 2 Maintenance							2			2	8			4	16	$ 1,660	$ 12,000	$ 25	$ 13,685	
Year 2 First Semi-Annual Monitoring		1	1				24			6	24			1	57	$ 7,020	$ -	$ 681	$ 7,701	
Year 2 Second Semi-Annual Monitoring		1	1				24			6	24			1	57	$ 7,020	$ -	$ 683	$ 7,703	
Year 2 Reporting		1	1				4			6	12		1	2	27	$ 3,050	$ -	$ 77	$ 3,127	$ 32,000
Year 3 Maintenance							2			2	8			4	16	$ 1,660	$ 10,000	$ 25	$ 11,685	
Year 3 First Semi-Annual Monitoring		1	1				24			6	24			1	57	$ 7,020	$ -	$ 683	$ 7,703	
Year 3 Second Semi-Annual Monitoring		1	1				24			6	24			1	57	$ 7,020	$ -	$ 681	$ 7,701	
Year 3 Reporting		1	1				4			6	12		1	2	27	$ 3,050	$ -	$ 77	$ 3,127	$ 30,000
Client Meetings and Coordination (3 years)	1	4	4				4				4			2	19	$ 2,860	$ -	$ -	$ 2,860	$ 3,000
Subtotal Wetlands Mitigation	***1***	***15***	***15***	***0***	***0***	***0***	***224***	***0***	***0***	***76***	***272***	***0***	***3***	***35***	***641***	***$ 77,255***	***$ 57,000***	***$ 5,814***	***$ 140,069***	**$ 140,000**

Exhibit "C"

Figure 8-1
Escambia County Perdido Landfill
Section 5 Cell 1A Design
Fee Estimate
Jones Edmunds Opportunity Number: 95140-030-15

Task	Hours															Costs				
	Porject Officer	Senior Project Manager	Project Manager	Project Engineer	Senior Project Engineer	Project Scientist	Project Scientist	Senior Construction Administrator	Construction Administrator	Senior CAD Designer	Senior Field Representative	Field Representative	Senior Technical Editor	Senior Administrative Assistant	Total	Labor Cost	Subconsult. Cost	Other Direct Costs	Total Costs	Subtotal Tasks
Stormwater Development																				
Constructibility Evaluation	1	4							8	4					17	$ 2,350	$ -	$ 50	$ 2,400	$ 2,000
Review Calculations	1	2		2	16					4					25	$ 4,170	$ -	$ 50	$ 4,220	$ 4,000
Provide Permit Extension Requests (Kick-off mtg / planning)		2	2							0					4	$ 730	$ -	$ -	$ 730	
FDEP Wetlands Resource Permit					2									1	3	$ 445	$ -	$ -	$ 445	
FDEP Stormwater Management System Permit					2									1	3	$ 445	$ -	$ -	$ 445	
USACE Wetlands Permit					2									1	3	$ 445	$ -	$ -	$ 445	$ 2,000
Prepare Bid Documents (Kick-off mtg / planning)	1	4	8		8				2		2				25	$ 4,260	$ -	$ -	$ 4,260	
Prepare Drawings (27 sheets)		4	8		8				2	40					62	$ 7,620	$ -	$ 500	$ 8,120	
Prepare Front-Ends (22 Specs)		4	8		8				2						22	$ 3,820	$ -	$ -	$ 3,820	
Prepare Technical Specifications (14 Specs)		4	8		8				2						22	$ 3,820	$ -	$ -	$ 3,820	
Prepare CQA Plan		4	8		8				2						22	$ 3,820	$ -	$ -	$ 3,820	
Prepare Opinion of Probable Costs		4	8	8	8				2	8					38	$ 5,740	$ -	$ 100	$ 5,840	$ 30,000
Bid Phase Services (Kick-off mtg / planning)		2	2		2			2		2					10	$ 1,590	$ -	$ 25	$ 1,615	
Attend Pre-Bid Meeting		12	12												24	$ 4,380	$ -	$ 303	$ 4,683	
Respond to RFIs		8	12		16					8			1	4	49	$ 7,685	$ -	$ 100	$ 7,785	
Provide Addenda		4	8		8								4	8	32	$ 4,680	$ -	$ -	$ 4,680	
Review Bids		2												1	3	$ 475	$ -	$ -	$ 475	
BOCC Meeting	1	12	12											1	26	$ 4,695	$ -	$ 303	$ 4,998	$ 24,000
Construction Phase Services (Kick-off mtg / planning)	1	2	2					2	2		2	2		2	15	$ 2,060	$ -	$ -	$ 2,060	
Submit FDEP / USACE Notifications		2	2											2	6	$ 900	$ -	$ 2	$ 902	
Conformed Documents		2	2							16				2	22	$ 2,420	$ -	$ 210	$ 2,630	
Contract Administration (4 months)		32	64						68		6	6		68	244	$ 32,200	$ -	$ 227	$ 32,427	
Submittal Review		6	8	6	2				24					16	62	$ 8,000	$ -	$ -	$ 8,000	
Construction CQA (4 months)		6	16								102	204		16	344	$ 33,300	$ 44,880	$ 3,861	$ 82,041	
Substantial Completion		4	12	6	2				6					2	32	$ 4,940	$ -	$ -	$ 4,940	
Final Completion		4	12	6	2				6					2	32	$ 4,940	$ -	$ -	$ 4,940	
Construction Completion Report		2	12	6	2				6	8	8		2	6	52	$ 6,700	$ -	$ 100	$ 6,800	$ 145,000
Client Meetings and Coordination (95 weeks)	4	12	16			20			4		2			2	60	$ 9,740	$ -	$ -	$ 9,740	$ 10,000
Subtotal Stormwater Development	***9***	***144***	***242***	***34***	***104***	***20***	***0***	***4***	***136***	***90***	***122***	***212***	***7***	***135***	***1,259***	***$ 166,370***	***$ 44,880***	***$ 5,831***	***$ 217,081***	**$ 217,000**

Exhibit "C"

Figure 8-1
Escambia County Perdido Landfill
Section 5 Cell 1A Design
Fee Estimate
Jones Edmunds Opportunity Number: 95140-030-15

Task	Hours															Costs				
	Porject Officer	Senior Project Manager	Project Manager	Project Engineer	Senior Project Engineer	Project Scientist	Project Scientist	Senior Construction Administrator	Construction Administrator	Senior CAD Designer	Senior Field Representative	Field Representative	Senior Technical Editor	Senior Administrative Assistant	Total	Labor Cost	Subconsult. Cost	Other Direct Costs	Total Costs	Subtotal Tasks
Landfill Development																				
Site Specific Survey		1	12							10				1	24	$ 3,270	$ 4,000	$ 433	$ 7,703	$ 8,000
Constructibility Evaluation	1	8	8		8	8		8	8	8				2	59	$ 8,880	$ -	$ 100	$ 8,980	$ 9,000
Review Calculations		4	16	16	16	8				8				2	70	$ 10,790	$ -	$ 100	$ 10,890	$ 11,000
FDEP Solid Waste Permit Modification and Renewal (Kick-off mtg / planning)		2	2	2	2	2			2	2			2	2	18	$ 2,480	$ -	$ 25	$ 2,505	
FDEP Pre-Application Meeting / Coordination		8	8	8	8	8				8				2	50	$ 7,610	$ -	$ 101	$ 7,711	
Attend Client Review Meeting		12	12												24	$ 4,380	$ -	$ 303	$ 4,683	
Prepare Application (34 drawings)	1	30	40	40	80	40			8	200			16	32	487	$ 63,240	$ -	$ 2,514	$ 65,754	
Prepare RAI	1	8	24	6	24	16				32			6	16	133	$ 18,410	$ -	$ 403	$ 18,813	$ 99,000
FDEP Title V Permit Design Plan (Kick-off mtg / planning)	1	2	2	2	2	2			2	2			2	2	19	$ 2,710	$ -	$ 25	$ 2,735	
FDEP Pre-Application Meeting / Coordination		4	4							8				2	18	$ 2,390	$ -	$ 100	$ 2,490	
Attend Client Review Meeting		4	4												8	$ 1,460	$ -	$ -	$ 1,460	
Prepare Application (Design Plan)		4	4		24					8			4	8	52	$ 7,640	$ -	$ 101	$ 7,741	
Prepare RAI		2	8							4			1	4	19	$ 2,575	$ -	$ 51	$ 2,626	$ 17,000
Prepare Bid Documents (Kick-off mtg / planning)	1	2	2		2			2	4	4	4	4	1	2	28	$ 3,525	$ -	$ 51	$ 3,576	
Prepare Drawings (43 sheets)		8	16		24	16		2	8	160		8		8	250	$ 28,750	$ -	$ 2,017	$ 30,767	
Prepare Front-Ends (22 Specs)		8	16		8			2	8			8	8	24	82	$ 10,550	$ -	$ 2	$ 10,552	
Prepare Technical Specifications (27 Specs)		8	16	8	24	8		2	8			8	8	24	114	$ 15,750	$ -	$ 3	$ 15,753	
Prepare CQA Plan		8	16	8	8			2	8			2	4	24	80	$ 10,780	$ -	$ 6	$ 10,786	
Prepare Opinion of Probable Costs	1	8	16	16	16	16		2	8	16					99	$ 14,820	$ -	$ 203	$ 15,023	$ 86,000
Bid Phase Services (Kick-off mtg / planning)	1	2	4		2	2		2	2	2	2	2			21	$ 3,070	$ -	$ 25	$ 3,095	
Attend Pre-Bid Meeting		12	12						12					1	37	$ 5,905	$ -	$ 347	$ 6,252	
Respond to RFIs		8	12		12					12	6			2	52	$ 7,700	$ -	$ 152	$ 7,852	
Provide Addenda	1	8	8							8			2	6	33	$ 4,630	$ -	$ 108	$ 4,738	
Review Bids														2	2	$ 170	$ -	$ -	$ 170	
BOCC Meeting	1	12	12											2	27	$ 4,780	$ -	$ 303	$ 5,083	$ 27,000
Construction Phase Services (Kick-off mtg / planning)	1	2	4					2	2		2	2		2	17	$ 2,400	$ -	$ -	$ 2,400	
Submit FDEP Notifications		2	4											2	8	$ 1,240	$ -	$ -	$ 1,240	
Conformed Documents	1	2	6	8					8	24			2	6	57	$ 6,760	$ -	$ 300	$ 7,060	
Contract Administration (8 months)	1	136	272						544		6	6		306	1,271	$ 165,420	$ -	$ 3,648	$ 169,068	
Submittal Review		20	40	60	32	16			80					120	368	$ 47,280	$ -	$ -	$ 47,280	
Construction CQA (8 months)	1	8	24								1,020	2,040		45	3,138	$ 290,195	$ 30,000	$ 38,616	$ 358,811	
Dewatering CQA		4	24	24		24			33	4				8	121	$ 16,840	$ 20,000	$ 353	$ 37,193	
Soil Testing		4	24	12		24			33	4				8	109	$ 15,100	$ 20,000	$ 353	$ 35,453	
Geosynthetic Testing		4	24	24		24			33	4				8	121	$ 16,840	$ 40,000	$ 353	$ 57,193	
Substantial Completion		12	24	8					2	2				8	56	$ 8,690	$ -	$ 328	$ 9,018	
Final Completion		12	24	8	16	8				2				2	72	$ 11,980	$ -	$ 328	$ 12,308	
Construction Completion Report / Record Drwngs	1	12	24	16	16	40		8	40	32	8	16	8	100	321	$ 38,270	$ -	$ 410	$ 38,680	$ 776,000
Client Meetings and Coordination (105 weeks)	8	40	80			40			40					16	224	$ 35,200	$ -	$ 5,654	$ 40,854	$ 41,000
Subtotal Landfill Development	***22***	***431***	***848***	***266***	***324***	***302***	***0***	***32***	***893***	***564***	***1,048***	***2,096***	***64***	***799***	***7,689***	***$ 902,480***	***$ 114,000***	***$ 57,816***	***$ 1,074,296***	***$ 1,074,000***
Total	**36**	**652**	**1,234**	**380**	**484**	**391**	**224**	**36**	**1,035**	**800**	**1,467**	**2,308**	**84**	**997**	**10,125**	**$ 1,226,155**	**$ 235,160**	**$ 71,568**	**$ 1,532,883**	

9 EXCLUSIONS AND CONDITIONS

The following items are specific exclusions to and conditions of this Scope of Work. Excluded items may be provided as Additional Services at additional costs to this proposal. The exclusions and conditions are organized by subject.

9.1 DATA AND INFORMATION PROVIDED BY ESCAMBIA COUNTY

DSWM will provide the following information, data, or documents to complete the project:

- All tonnage and capacity analysis data in electronic format required to estimate the operational schedule.
- All permit drawings in CAD format.
- The most recent survey in CAD format.
- Design decisions based on the Pre-Design. After DSWM acceptance of the Design Analysis, changes in design decisions may result in changes to the Compensation, and Jones Edmunds will discuss with DSWM how to proceed.
- Review and comments on draft submittals within 10 days of submittal.

9.2 RESPONSIBILITY FOR DESIGN

1. Escambia County is requesting that Jones Edmunds adopt work performed by HDR as part of the Section 5 landfill and stormwater permitting and design. To use another engineer's work, Jones Edmunds and DSWM shall follow the procedures and meet requirements of Florida Administrative Code (FAC) Chapter 61G15-27.001 – PROCEDURES FOR THE ADOPTION OF ANOTHER'S WORK.
2. DSWM will notify HDR by certified letter of the intention to use or reuse the original work. Jones Edmunds will assist DSWM with drafting this letter.
3. As required by FAC Chapter 61G15-27.001, Jones Edmunds will review and evaluate the original Section 5 permit documents prepared by HDR. Jones Edmunds will provide DSWM with an opinion of risk associated with the reliance on this information. DSWM will provide all available design and permitting documents. Eliminating all risk from other's work is impossible because of limitations on the availability of information associated with using these documents.
4. Because the original design was intended for permitting purposes, reviewing, evaluating, and using the design to produce bid and construction documents may result in problems with accuracy, workability, and completeness. Specific to the Stormwater Development phase, Jones Edmunds intends to use the currently permitted design. If redesign or revisions are required for workability and completeness, Jones Edmunds will discuss with DSWM how to proceed with the required redesign or revision and the impact on permitting or modifications.
    a. MSE Berm: The Scope of Work does not include use, review, or evaluation of the MSE berm. The MSE berm is not included in the permitting, design, bid documents, or construction documents.
    b. Stormwater Ponds: The Scope of Work includes use of the stormwater collection and treatment system, ponds, and infrastructure design prepared by HDR. The Scope of Work does not include ERP, Wetland Resource, and USACE permit modifications. If DSWM provides the original CAD drawings, the effort to use the current permit documents will be reduced.

c. Landfill: The Scope of Work includes redesign of the Section 5 Cell 1A bottom liner grading as directed by DSWM. This will require redesign and revision of the landfill design documents. The current permit documents will be used as the concept for the redesign. To the extent possible, permitting changes will be minimized to minimize permit modification requirements. If DSWM provides the original CAD drawings, the effort to use the current permit documents will be reduced.

9.3 GENERAL CONDITIONS

1. The fee estimate is based on the existing site conditions to the best of our knowledge. Significant deviations from these conditions may require additional costs.
2. FDEP and USACE permitting fees are not included as part of this Scope of Work.
3. The quantities and labor hours used for this fee estimate are intended as documentation and justification for the total cost of the project. Deviations or changes in the quantities and labor hours between tasks in the Scope of Work will be determined by Jones Edmunds.

9.4 BIDDING

1. The County will be responsible for advertising, distributing the bid package, receiving and logging questions from bidders, and issuing addenda to prospective bidders. Also, the County will keep the plan holders list and prepare and provide the bid tabulation based on the measurement and payment items required in the bids.
2. Services required to assist DSWM and County Purchasing in addressing a bid protest are not included.

9.5 CONSTRUCTION

1. Compensation is based on stormwater facility construction contract duration of 6 months to Substantial Completion and an additional month to achieve Final Completion. Extension of the construction contract time may require additional fees for construction administration services and CQA services.
2. Compensation is based on landfill construction contract duration of 12 months to Substantial Completion and 2 additional months to achieve Final Completion. Extension of the construction contract time may require additional fees for construction administration services and CQA services.
3. Water use permitting required for dewatering activities is excluded from this Scope of Work; this will be included in Contractor’s scope of work if required.
4. This Scope of Work is based on performing a second review of deficient submittals. Additional submittal review will be at the Contractor’s expense in accordance with the Contract Documents.
5. Reviewing requests for substantial deviations or “or equals” from the approved plans and technical specifications is excluded from this Scope of Work.
6. As-built surveys preparation (including topographic surveying of as-built site conditions) is excluded from this Scope of Work and will be performed by the Contractor as specified in the Contract Documents.
7. Revisions to the design plans and technical specifications due to changes in existing conditions at the site at the time of execution of this task order are excluded from this Scope of Work.
8. Obtaining a County building permit will be performed by the Contractor as specified in the Contract Documents using signed-and-sealed drawings provided by Jones Edmunds or the original engineer as applicable.

9. Permit fees, plan review fees, and other regulatory fees are excluded from this Scope of Work and are to be paid directly by the County.

REGISTER OF SUBMITTERS

Solicitation #PD 14-15.022 – Section 5 Cell 1A Design

RLI due Date & Time: February 4, 2015 by 11:59 p.m. CST

COMPANY NAME	PHONE NUMBER	FAX NUMBER	CONTACT PERSON
HDR Engineering, Inc.	432-6800	432-8010	John Wimberly, PE, Vice Pres. John.Wimberly@hdrinc.com
Jones Edmunds & Associates, Inc.	352-377-5821	352-377-3166	Mark Hadlock, PE, Project Mgr. MHadlock@jonesedmunds.com

SUBMITTALS RECEIVED BY:	Paul Nobles, CPPB, CPPO, Purchasing Coordinator	DATE: February 4, 2015
SUBMITTALS NOTED BY:	Marcia Griffin, Admin. Asst.	DATE: February 5, 2015

Noticed via e-mail 2/5/15

PRN:mgg

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7828 **County Administrator's Report 13. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: PD14-15.002 Contract Award for Automated Demand Response Transportation Management System
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Automated Demand Response Transportation Management System - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the Chairman to sign the Contract Documents for Agreements between Escambia County, Florida, and the following vendors, per the terms and conditions of PD 14-15.002, Automated Demand Response Transportation Management System and the Interlocal Agreement between Santa Rosa County and Escambia County, Florida, for Federal Transit Administration (FTA) Grant Funding:

A. CTS Software, Inc., for a lump sum of $81,910, for Santa Rosa County, Florida; and

B. RouteMatch Software, Inc., for a lump sum of $109,650, and an allowance of $17,000, for additional training and equipment for Escambia County, Florida.

[Funding: Fund 320, FTA Capital Projects Fund, Cost Center 320425]

BACKGROUND:

Request for Proposals, PD 14-15.002 Automated Demand Response Transportation Management System was advertised in the Pensacola News Journal on Monday, November 10, 2014. Twelve firms were notified on Monday,November 10, 2014. Responses were received from 2 firms on Tuesday, December 16, 2014. Meetings of the Review/Selection committee were held on January 4, 2015, January 9, 2015 and January 30, 2015. Negotiations were completed on February 6, 2015.

The funding for this agreement is provided through the Federal Transit Administration, Department of Transportation via Veterans Transportation and Community Living Initiative II Grants.

BUDGETARY IMPACT:

Funding: Fund 320 FTA Capital Projects Fund, Cost Center 320425.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney prepared the Agreement.

PERSONNEL:

The implementation will be a joint effort between Escambia and Santa Rosa County personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts. Request for Proposals, PD 14-15.002 Automated Demand Response Transportation Management System was advertised in the Pensacola News Journal on Monday, November 10, 2014. Twelve firms were notified on Monday, November 10, 2014. Responses were received from 2 firms on Tuesday, December 16, 2014. Meetings of the Review/Selection committee were held on January 4, 2015, January 9, 2015 and January 30, 2015. Negotiations were completed on February 6, 2015.

The funding for this agreement is provided through the Federal Transit Administration, Department of Transportation via Veterans Transportation and Community Living Initiative II Grants.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the the Agreement prepared by the County Attorney's Office and Purchase Orders.

Attachments

Grant
Amended Interlocal Agreement
CTS Software Agreement
CTS Software Agreement Exhibit A
CTS Software Agreement Exhibit B
RouteMatch Agreement
RouteMatch Agreement Exhibit A
RouteMatch Agreement Exhibit B
Register of Proposers

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retrofitting the subject locomotive with FRA-certified glazing will impose a high financial burden.

Pursuant to the receipt of the waiver request, FRA is hereby providing the public an opportunity to comment on this waiver. Interested parties are invited to participate in these proceedings by submitting written views, data, or comments. FRA does not anticipate scheduling a public hearing in connection with these proceedings since the facts do not appear to warrant a hearing. If any interested party desires an opportunity for oral comment, they should notify FRA, in writing, before the end of the comment period and specify the basis for their request.

All communications concerning these proceedings should identify the appropriate docket number (FRA–2011–0012) and must be submitted to the Docket Clerk, Docket Operations Facility, U.S. Department of Transportation, 1200 New Jersey Avenue SE., W12–140, Washington, DC 20590.

Communications received within 45 days of the date of this notice will be considered by FRA before final action is taken. Comments received after that date will be considered as far as practicable. All written communications concerning these proceedings are available for examination during regular business hours (9 a.m.–5 p.m.) at the above facility. All documents in the public docket are also available for inspection and copying on the Internet at the docket facility's Web site at *http://www.regulations.gov.*

Anyone is able to search the electronic form of all comments received into any of our dockets by the name of the individual submitting the comment (or signing the comment, if submitted on behalf of an association, business, labor union, etc.). You may review the U.S. Department of Transportation's complete Privacy Act Statement in the **Federal Register** published on April 11, 2000 (Volume 65, Number 70; Pages 19477–78), or online at *http://www.dot.gov/privacy.html.*

Issued in Washington, DC, on February 2, 2012.

Michael W. Lestingi,

Acting Director for the Office of Safety Assurance and Compliance.

[FR Doc. 2012–2744 Filed 2–6–12; 8:45 am]

BILLING CODE 4910–06–P

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

Discretionary Bus and Bus Facilities Program and National Research Program Funds.

AGENCY: Federal Transit Administration (FTA), DOT.

ACTION: Notice of Funding Availability (NOFA) of FTA Section 5309 Bus and Bus Facilities Program and Section 5312 National Research Program Funds: Solicitation of Project Proposals for Veterans Transportation and Community Living Initiative II Grants.

SUMMARY: The Federal Transit Administration (FTA) announces the availability of discretionary funds from the Fiscal Year (FY) 2012 Section 5309(b)(3) Bus and Bus Facilities Program and the FY 2011 Section 5312 National Research Program for continuing support of the Federal Interagency Coordinating Council on Access and Mobility's (Coordinating Council or CCAM) Veterans Transportation and Community Living Initiative (VTCLI).

The Surface and Air Transportation Programs Extension Act of 2011 (Temporary Authorization, 2012) continues the authorization of the Federal transit programs of the U.S. Department of Transportation (DOT) through March 31, 2012, and provides contract authority for these programs equal to approximately one half of the amounts available in FY 2011. Under this funding opportunity, subject to funding availability by Congress, FTA will provide approximately $25 million in unallocated discretionary FY 2012 Bus and Bus Facilities Program funds, supplemented by approximately $5 million in unallocated FY 2011 National Research Program funds.

This grant opportunity, referred to as "VTCLI II" in this notice, makes funds available to state and local governmental agencies for the capital costs of creating, expanding, or increasing access to local One-Call/One-Click Transportation Resource Centers (One-Call/One-Click Centers), as well as some research costs to demonstrate successful implementation of these capital projects. The One-Call/One-Click Centers simplify access to transportation for the public by providing one place to connect veterans, service members, military families, persons with disabilities and other transportation-disadvantaged populations, such as older adults, low-income families or disadvantaged youth, to rides and transportation options provided in their locality by a variety of transportation providers and programs.

This notice describes the transportation service coordination and simplified customer access priorities established by the Coordinating Council's partnership, the criteria the interagency review panel will use to identify meritorious projects for funding, and how to apply. This announcement is available on the FTA's Web site, on the Veterans Transportation and Community Living Initiative Web page at: *http://www.fta.dot.gov/veterans.* FTA will announce final selections on the FTA Web site and may announce selections in the **Federal Register.** A synopsis of this announcement will be posted in the FIND module of the government-wide electronic grants Web site at *http://www.grants.gov.*

DATES: Complete proposals for VTCLI II grants must be submitted by 11:59 pm EDT on April 19, 2012. Applicants who have not already begun registering on the GRANTS.GOV site should do so immediately to ensure completion of registration before the submission deadline.

ADDRESSES: Proposals must be submitted electronically at *http://www.grants.gov.*

FOR FURTHER INFORMATION CONTACT: For general program information, as well as proposal-specific questions, please send an email to *VeteransTransportation@dot.gov* or contact Erik Weber, (202) 366–0705. A TDD is available at 1–800–877–8339 (TDD/FIRS).

SUPPLEMENTARY INFORMATION:

Table of Contents

I. Funding Opportunity Description
II. FTA and Other Partnership Award Information
III. Eligibility Information
IV. Proposal Submission Information
V. Proposal Review and Selection
VI. Award Administration
VII. Agency Contacts

I. Funding Opportunity Description

A. Authority

The capital funding for VTCLI II is authorized under 49 U.S.C. Section 5309(b), as amended by Section 3011 of SAFETEA–LU:

> The Secretary may make grants under this section to assist State and local governmental authorities in financing * * * capital projects to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities, including programs of bus and bus-related projects for assistance to subrecipients that are public agencies, private companies engaged in public

transportation, or private non-profit organizations * * *

Eligible capital projects, as defined in 49 U.S.C. Section 5302(a)(1) include projects for:

"* * * acquiring, constructing, supervising, or inspecting equipment or a facility for use in public transportation * * *, (including designing, engineering * * *), * * * transit-related intelligent transportation systems,"

and,

"the introduction of new technology, through innovative and improved products, into public transportation * * *."

Funding to demonstrate implementation of VTCLI II projects is authorized under 49 U.S.C. 5312(a) as amended by Section 3014(a) of SAFETEA–LU:

"* * * The Secretary may make grants * * * for research, development, demonstration, and deployment projects * * * that the Secretary determines will improve public transportation service * * *."

B. Background

President Obama has made the care and support of military families a top policy priority. In a January 2011 report, "Strengthening Our Military Families: Meeting America's Commitment," the White House noted the importance of "harnessing resources and expertise across the Federal Government [to improve] the quality of military family life [and to help] communities more effectively support military families."

Reliable mobility has direct and substantial impacts on many of the priorities presented in the report—such as promoting housing security among veterans, developing career and educational opportunities, and reducing barriers to employment. To fulfill the President's objectives on behalf of veterans, active duty service members and their families, representatives of the Coordinating Council came together with Veteran and Military Service Organizations (VSO/MSO) around the country to discuss transportation challenges. They agreed that:

1. When it comes to transportation, more effective and consistent coordination is needed among Federal, state, and community-based programs that already deliver or sponsor services to veterans, military families and persons with disabilities where they live; and,

2. Enhancing veterans' and military families' awareness of, and access to, transportation choices in their communities is integral to successfully reintegrating these men and women and their families.

In order to achieve these outcomes, several CCAM members—the Departments of Transportation, Veterans Affairs, Labor, and Health and Human Services—joined with the Department of Defense to launch the Veterans Transportation and Community Living Initiative. FTA awarded $34.6 million of VTCLI discretionary capital grants in the fall of 2011. Due to the demand for these funds, FTA is making another $25 million of FY 2012 Section 5309 Bus and Bus Facilities funds, as well as approximately $5 million of FY 2011 Section 5312 Research Program funds available under this notice, subject to funding availability. These efforts build upon FTA National Research Program efforts to demonstrate and implement one-call/one-click centers through the Mobility Services for All Americans (MSAA) Program, jointly funded with the Research and Innovative Technology Administration (RITA) ITS Joint Program Office.

With these funds, FTA will continue to help communities address transportation needs of veterans, military families, persons with disabilities and other transportation-disadvantaged populations and enable the communities to acquire technologies to implement One-Call/One-Click Centers.

C. Program Purpose

Building on the success of the MSAA and United We Ride (UWR) "One-Call Center" model, the VTCLI II will help communities build or expand local One-Call/One-Click Centers to bring together transportation services available to the general public with those available to customers of human services programs, and especially services for veterans and military families. Coordinating transportation services promotes improved access to community services and employment, and will advance the integration of those with disabilities into their communities.

Based on its mission to care for America's veterans, the Department of Veterans Affairs (VA) provides transportation only to and from VA medical facilities. In the coming years, the country's aging veterans will require increasing levels of medical care. Meanwhile service members are returning from Iraq and Afghanistan and many wounded warriors will be transitioning into the VA system. They need reliable transportation options and services beyond those the VA is able to directly provide in order to maintain or regain an active community life.

In many communities, transportation resources already exist for those who are not able to drive themselves. Yet all too often, members of the veterans and military communities aren't aware of the existing transportation resources, don't know how to access them, or aren't involved in the transportation planning and resource allocation processes. Improving transportation options for America's veterans, service members and their families will help to integrate these valued members of our society.

The VTCLI goal is to increase the availability of community transportation resources, and awareness of them among the military community by:

- Establishing or expanding One-call/One-Click Transportation Resource Centers, to include resources for veterans, service members and military families, and promoting use of the One-Call/One-Click Centers within the military community;
- Creating partnerships between transportation providers and veterans and military communities; and
- Increasing involvement of veterans and military communities in local Coordinated Human Services Transportation Planning process.

Importantly, the One-Call/One-Click infrastructure funded by VTCLI II will be available to all members of the community. Better integration of transportation information and services benefit not only veterans, service members and their families, but all transportation-disadvantaged populations. One-Call/One-Click Centers will enhance communities' ability to integrate individuals with disabilities and prevent institutionalization, in accordance with the President's commitment to the principles of the Supreme Court's Olmstead decision (*Olmstead* v. *L.C.*, 527 U.S. 581 (1999)), which addresses the rights of individuals with disabilities to live independently.

As an initiative of the Coordinating Council, VTCLI II grants should not create narrowly-focused programs or services. Proposals are expected to enhance and/or increase transportation or mobility benefits to other community members, particularly, transportation-disadvantaged populations.

The VTCLI II awards will go to communities whose proposals:

1. Identify transportation and mobility needs of their veterans and military community;

2. Propose to create or increase access to a community One-Call/One-Click Center or expand an existing community One-Call/One-Click Center to include transportation resources and address identified needs of veterans and military families;

3. Demonstrate a community coalition of transportation, military family and veteran service providers which has participated in the proposal writing and will guide the project implementation;

4. Commit to increase involvement of veterans and the military community in locally coordinated transportation planning, including revising the community Coordinated Human Services Transportation Plan, to address the needs of these target groups; and,

5. Lay out a framework for measuring the performance of the project in meeting the goals of the VTCLI.

II. FTA and Other Partnership Award Information

A. FTA Award Information

VTCLI II projects may consist of awards from two discretionary funding sources: FY 2012 Section 5309 Bus and Bus Facilities Program and FY 2011 Section 5312 Research Program.

- FY 2012 Section 5309 Bus and Bus Facilities Program funds. FTA will award a maximum of $2 million of FY 2012 Section 5309 funds for any single project. FTA will fund up to 80% of the project cost, requiring a minimum 20% local match for capital costs.
- FY 2011 Section 5312 Research Program funds. FTA will award a maximum of $50,000 or 50% of the Section 5309 request, whichever is less, in FY 2011 Section 5312 funds for research and demonstration costs directly related to the implementation of the capital project. FTA will fund 100% of the research costs.

FTA funds are available to State or local governmental authorities as recipients and other public, private and non-profit organizations as subrecipients. FTA may partially fund applications based on the number and size of funding requests.

The evaluation process will consider geographical distribution, distribution amongst large urban, small urban and rural areas, as well as distribution of other discretionary program funding in making funding decisions. The FTA Administrator will determine the final selection and amount of funding for each project. FTA will announce selected projects in the summer of 2012.

B. Other Partnership Information

The partnership is supporting the goals of the VTCLI with additional programs and technical assistance. These include:

1. The Department of Labor's Office of Disability Employment Policy, along with FTA, will provide online, collaborative workspaces for communities to use in planning and implementing One-Call/One-Click Centers and further transportation coordination efforts.

2. FTA's Office of United We Ride, through its transportation technical assistance centers, will provide technical assistance to awardees to assist in One-Call/One-Click Center implementation to address customer transportation connections and issues as well as plans to address unmet transportation needs of veterans, service members and their families.

3. The Department of Veterans Affairs continues to support VA medical facilities with its Veterans Transportation Service (VTS). VTCLI II applicants are highly encouraged to partner with existing VTS sites, if nearby, on their applications, or work with their nearby VA facility on a VTS application if it is not already a part of the VTS program. More information on VTS can be found at *www.va.gov/veteranstransportationservice.*

III. Eligibility Information

A. Eligible Applicants

Eligible applicants and eventual grant recipients for VTCLI II awards must be Direct Recipients under FTA's Section 5307 Urbanized Area Formula program, local governments, States, or Indian Tribes. States may submit consolidated proposals for multiple projects.

Proposals may contain projects to be implemented by the recipient or its subrecipients. Eligible subrecipients of FTA funding include: public agencies, private non-profit organizations, including Veterans Service Organizations and Military Family Service Organizations, and private providers engaged in public transportation.

B. Eligible Expenses

Projects eligible for funding under VTCLI II must focus on the implementation of One-Call/One-Click Centers and related transportation coordination. Eligible expenses under the Section 5309(b)(3) portion of VTCLI II are capital expenses related to the establishment of a One-Call/One-Click Center and technologies to ensure transportation service connectivity.

These costs include, but are not limited to: hardware purchases (computers, servers); in-vehicle technology (automatic vehicle location systems, communication devices, mobile data terminals); software (scheduling & dispatching, communications, billing, consumer mobile applications); facility-related capital (purchase, lease, alteration); design and engineering, including consultant costs; and project administration (up to 10% of total capital project costs). Capital items not listed may be eligible if clearly associated with the implementation of a One-Call/One-Click Center. Applicants should check the eligibility of such items by contacting FTA through one of the methods listed in this notice.

FTA will not fund vehicle acquisition, operating assistance or preventive maintenance costs under this grant opportunity. Operation costs of the One-Call/One-Click Center also are not eligible.

Eligible expenses for the Section 5312 portion of VTCLI II include, but are not limited to, coordinated planning, marketing, and public engagement efforts not eligible as capital but directly related to demonstrating the implementation of the proposed VTCLII capital project. FTA is interested in demonstrating how these types of additional efforts can improve the success of the One-Call/One-Click Centers. Under VTCLI II, FTA will not award research funds independent of a related request for Section 5309 capital award in either this competition or a project selected in the previous round of the VTCLI.

C. Cost Sharing

FY 2012 Section 5309 Bus and Bus Facilities funds received under a VTCLI II grant will be shared at the following ratio: 80% FTA/20% local contribution. FY 2011 Section 5312 Research funds will not require a local match. FTA will not approve deferred local match under this program. The local match can be provided from cash or in-kind resources.

III. Proposal Submission Information

A. Proposal Process

Complete proposals for VTCLI II must be submitted electronically through the GRANTS.GOV Web site no later than 11:59 pm EDT on April 19, 2012. Applicants are encouraged to begin the process of registration on the GRANTS.GOV site well in advance of the submission deadline. Registration is a multi-step process, which may take several weeks to complete before a proposal can be submitted.

A complete proposal submission will consist of at least two files: (1) The SF 424 Mandatory form (downloaded from GRANTS.GOV) and (2) the Supplemental Form targeting the relevant FTA program found on the FTA Web site. The supplemental form provides guidance and a consistent format for proposers to respond to the criteria outlined in this NOFA. Once

completed, the supplemental form will be placed in the attachments section of the SF 424 Mandatory form. Proposers must use the correct Supplemental Form and attach it to their submission in GRANTS.GOV to successfully complete the application process. A proposal submission may contain additional supporting documentation as attachments.

Within 24–48 hours after submitting an electronic application, the applicant should receive three email messages from GRANTS.GOV: (1) Confirmation of successful transmission to GRANTS.GOV, (2) confirmation of successful validation by GRANTS.GOV and (3) confirmation of successful validation by FTA. If confirmations of successful validation are not received and a notice of failed validation or incomplete materials is received, the applicant must address the reason for the failed validation, as described in the notice, and resubmit before the submission deadline. If making a resubmission for any reason, include all original attachments regardless of which attachments were updated.

Complete instructions on the application process can be found at *http://www.fta.dot.gov/veterans. Important:* FTA urges applicants to submit their proposal at least 72 hours prior to the due date to allow time to receive the validation message and to correct any problems that may have caused a rejection notification. Submissions received after 11:59 pm EDT on April 19, 2012, will not be accepted. GRANTS.GOV scheduled maintenance and outage times are announced on the GRANTS.GOV Web site *http://www.GRANTS.GOV.* Deadlines will not be extended due to scheduled maintenance or outages.

B. Proposal Content

All pertinent application information and narrative should be submitted electronically through Grants.gov directly in the SF424 and the FTA-required Supplemental Form. Do not submit responses to the evaluation criteria in a separate attachment. Only supporting exhibits such as maps, diagrams, detailed budget documents, or letters of support should be submitted as separate attachments to the SF424 in Grants.gov.

1. Applicant Information

The SF424 and FTA Supplemental Form will ask for the following basic sponsor identifying information:

a. Applicant's name and FTA recipient ID number.

b. Contact Information for notification of project selection (including contact name, title, address, congressional district, email, fax and phone number).

c. Eligibility information.

d. Description of services provided by the agency including areas served.

2. Proposal Information

The FTA Supplemental Form instructs applicants to include the following information (for each project if submitting a consolidated proposal):

a. Subrecipient name and contact (if the project will be performed by a subrecipient).

b. A project title.

c. A project executive summary, including the scope, purpose and goals of the project, not to exceed 250 words.

d. Project type.

e. Requested information and narrative justifications for each of the four evaluation criteria detailed in Section V of this Notice.

f. Basic line-item budgets for the capital and research funds, if requested, describing the various key components of the project and cost.

Note: Proposals may use estimated costs for implementation if exact costs are unknown prior to development. Scalable guidelines for cost estimation of one-call technology are available on the FTA Web site.

g. Capital project scalability detailing minimum funds requires for a smaller project to provide independent utility.

h. The total amount of Federal funds requested, and the amount of matching funds, including source and documentation of the match.

i. An estimated project timeline and major milestones.

j. The congressional district(s) in which the project will be implemented.

V. Proposal Review and Selection

A. Project Evaluation Criteria

Projects will be evaluated by an interagency review team based on the proposals submitted according to: (1) Planning and partnership; (2) Readiness; (3) Technical, legal and financial capacity; (4) Demonstration of need; and (5) Project Development. The FTA Supplemental Form prompts applicants to address these criteria which are detailed below.

Each applicant is encouraged to demonstrate the responsiveness of a project to all of the selection criteria with the most relevant information that the applicant can provide, regardless of whether such information has been specifically requested, or identified, in this notice. The FTA Supplemental Form provides narrative justification sections for each of the criteria. FTA will evaluate the extent to which a project proposal addresses the following criteria:

1. Planning and Partnership

a. Indicate that the project is or can be included in the financially-constrained Transportation Improvement Program (TIP)/Statewide Transportation Improvement Program (STIP). If selected, the project must be in TIP or STIP before the grant can be awarded.

b. Describe applicant's experience with regional coordinated transportation and human services planning, including indicating:

i. When was the most recent coordinated public transit-human services transportation plan ("coordinated plan") developed?

ii. Have the applicant and/or any proposed subrecipients previously been involved in developing their community's coordinated plan?

c. Indicate prior work on veterans/military family mobility issues, including addressing the following questions:

i. Has the community taken steps prior to the VTCLI to address the mobility needs of local veterans and military families?

ii. Have veterans/military family needs previously been addressed in the coordinated plan?

d. Demonstrate a substantive partnership with the following types of organizations or service providers. In addition to letters of support from partners, outstanding applications will describe how the partners were involved in the proposal development and how they will participate in its implementation. The review committee will look for proof of strong, substantive partnerships. *Proposals without proof of partnerships with all four of the following organization categories or adequate justification for a missing category will not be considered:*

i. *Transportation organizations,* which include, but are not limited to: transit agencies, brokers, taxis, volunteer driver services; planning agencies, such as a Metropolitan Planning Organization (MPO), and local coordinated plan's public transit/human services lead agency;

ii. *Veteran/Military Governmental Service Providers,* which include, but are not limited to: VA medical center networks; Veterans Transportation Service; Department of Defense recovery care programs; Military bases, hospitals, and other medical providers; and/or State, county or city veterans affairs offices;

iii. *Veteran/Military Service Organizations* which include, but are not limited to: Iraq and Afghanistan

Veterans of America, American Legion; and *Military Family Organizations,* which include, but are not limited to: Wounded Warrior Project, Blue Star Families, National Military Family Association; and,

iv. *Existing One-Call/One-Click Service* or *Transportation Centers* in the community, such as 211s or transit customer service center, if any. If the new One-Call/One-Click Center will stand as its own entity, the proposer must indicate that there are either no *existing* One-Call/One-Click Services or Centers in the community OR provide a strong justification why a separate One-Call/One-Click Center will produce the best outcomes for the community.

e. Applicants are encouraged to develop partnerships with additional groups beyond those required above, including:

i. Employers, workforce development and training agencies, etc.

ii. Independent living/aging organizations (*e.g.,* Centers for Independent Living, Senior Centers, Aging and Disability Resource Centers)

iii. Local political officials

f. Applicants may also provide documentation and/or descriptions of any additional partners who participated in the planning and development of their proposal, if applicable.

g. Project partners should be listed in the appropriate section on the Supplemental From. Check the box next to each partner which has submitted a letter of support.

2. Readiness

If the proposal was submitted for the first round of VTCLI funding, and has not been substantially modified, check the box indicating this. Indicate the time in which the grant can be obligated and the time in which the project can be implemented.

While project funds may be expended over the course of design, development, procurement and implementation stages of the One Call/One-Click Center, applicants must indicate that the project can actively initiate upon receiving a grant. The project should be completed in a reasonable period as determined on a case-by-case basis, in order to provide the new or enhanced coordinated services as soon as practicable.

Address all of the following points in the Project Readiness Justification:

a. Indicate the short-term, mid-range and long-term goals for the project.

b. Indicate prior work on One-Call/One-Click Centers, addressing the following questions:

i. Does the community have an existing human service/workforce or transportation One-Call/One-Click Center?

ii. If not, has the community identified the need for a One-Call/One-Click Center in its local coordinated plan?

iii. If so, has the existing One-Call/One-Click Center incorporated any veterans or military transportation services? Can existing one call/one click centers capacity be used in this project, including the ability to use existing shared-space?

iv. Have you conducted any outreach or programs for staffing the One-Call/One-Click Center? Will the center employ any veterans, military family members or individuals with disabilities?

c. Indicate the project is a Categorical Exclusion (CE), or the required environmental work has been initiated or completed for construction projects requiring an Environmental Assessment (EA) or Environmental Impact Statement (EIS) under, among others, the National Environmental Policy Act of 1969, as amended.

d. For facility construction or modification project, indicate project implementation plans are complete, including initial design of facilities projects

e. For applicants who are not existing FTA direct recipients, indicate willingness of an existing grantee to receive funds on behalf of the applicant, or that the applying organization has the capacity to meet all pre-requisites and requirements of becoming an FTA grantee in a timely manner.

3. Technical, Legal & Financial Capacity

Address all of the following points in the justification:

a. Technical capacity: Only applicants who are willing to undertake further coordination of transportation and veterans or military family services and track the project performance under their VTCLI proposals will be selected. Applicants must indicate their commitment to:

i. Update the appropriate state, regional and/or local coordinated human services transportation plan to include a section on the mobility needs of the veteran and military community. If the community has already done this, this should be indicated in the narrative and the plan should be attached to the application.

ii. Address the mobility and transportation challenges of veterans and military families through additional coordinated transportation strategies, such as mobility management, community transportation gap assessment, etc.

iii. Identify local technical assistance needs in order to effectively implement One-Call/One-Click Centers and further address veterans and/or military families' mobility needs in the coordinated plan.

iv. Develop a performance measurement plan to track success of the project relative to desired VTCLI goals outlined in Section I. C. of this notice. This commitment should be indicated by inclusion of preliminary proposed performance measures for the project.

b. Legal capacity: Applicants must indicate that there are no legal issues which would prevent acceptance of FTA funds, their eligibility and authority to apply.

c. Financial capacity: *Leveraging other funds* –Proposals that leverage additional FTA, other Federal, State, or local funds beyond the required local match will be scored favorably. Local match details will be entered in the appropriate section later on the Supplemental Form. For Financial Capacity, indicate the following:

i. A funding plan for long-term sustainability, including the operation of the One Call/One-Click Center;

ii. Additional FTA program funding identified—Mobility management, vehicle purchases, and vehicle modifications will not be eligible expenses under the VTCLI. Applicants are encouraged to update their coordinated plan and identify funds from other FTA grant programs, such as Sections 5310 (Elderly/Disabled), 5316 (Job Access/Reverse Commute) or 5317 (New Freedom), to meet vehicle or mobility management needs;

iii. Additional Federal resources to be leveraged (*e.g.* Aging and Disability Resource Center/Area Agencies on Aging [ADRC/AAA], One-Stop employment, VA, DoD, HHS funds, Vocational Rehabilitation/RSA); and

iv. Other non-Federal funding above and beyond local match (State funding, private donations, etc.).

4. Demonstration of Need

Projects will be selected in part based on demonstrated need of veterans, military families and other transportation-disadvantaged populations for services proposed.

State the size of the local veteran and military population and identify transportation and mobility needs of these populations. When available, provide quantitative support; otherwise, providing narrative description of challenges and needs will suffice.

Each application should address the following questions:

a. How large are the veterans/military communities in the project area to be served by the project?

b. What portion of the veterans/military population in the projects area are persons with disabilities?

c. Where are the nearest veterans and military support services that support the project's area?

d. What are the specific transportation barriers and other challenges facing veterans and military families in the project's area?

e. Identify the community's existing public, non-profit and private transportation providers.

f. Demonstrate how the One-Call/One-Click Center will address the mobility needs of the above identified populations.

g. Describe how veterans, especially disabled veterans, will be engaged in the development and operation of the project.

5. Research

Applicants may request Research funds in addition to the Capital project funds, up to $50,000 or 50% of the amount of Section 5309 funds requested, whichever is smaller. In the Research justification, provide a description of activities to be funded and a justification of the relationship to the capital project.

The Research budget information should be entered separately on the Supplemental Form following the Capital Project Budget.

B. Submission Dates and Time

All proposals must be submitted electronically via GRANTS.GOV no later than 11:59 pm EDT on April 19, 2012.

C. Funding Restrictions

Proposals must be submitted by FTA recipients eligible to receive FTA Section 5309 funds. Due to funding limitations, applicants that are selected for funding may receive less than the amount originally requested.

D. Proposal Selection Process

VTCLI II proposals will first be screened by FTA staff members. Eligible proposals will be then rated by an interagency review panel representing the members of the VTCLI. Members of the interagency review panel and other involved FTA staff reserve the right to:

(1) If a large number of parties apply, FTA may screen and rank the applications it receives, and limit its review to the most promising proposals;

(2) Seek clarification from any applicant about any statement in its application that FTA finds ambiguous. FTA will review applications strictly in light of the common meanings of words used in the proposals, as understood in the transit community.

(3) Conduct discussions with the applicants about their applications; and

(4) Extend the time for applicants to submit or amend their applications.

Final decisions and allocation of FTA funds will be made by the FTA Administrator. Geographic distribution may be a factor in FTA's award decisions. FTA will announce selected projects in the summer of 2012.

VI. Award Administration

A. Award Notices

FTA will announce final VTCLI II project selections on the FTA Web site and may announce selections in the **Federal Register**. FTA will contact successful applicants. After receipt of a complete application, FTA will award grants for the selected projects to the proposer through the FTA Transportation Electronic Award Management (TEAM) System. These grants will be administered and managed by the FTA regional offices in accordance with the Federal requirements of the Section 5309 Bus and Bus Facilities Program and Section 5312 National Research Program. There is no blanket pre-award authority for the selected projects. Once selected for funding, applicants may request pre-award authority which may be granted on a case-by-case basis.

B. Administrative and National Policy Requirements

1. Grant Requirements. If selected, applicants will apply for a grant through TEAM and adhere to the customary FTA grant requirements of the Section 5309 Bus and Bus Facilities program, including those of FTA C 9300.1A Circular and C 5010.1C and Section 5333(b) labor protections. Awards greater than $500,000 will go through a Congressional Notification and Release process. Technical assistance regarding these requirements and processes is available from each FTA regional office.

2. Additional requirements if receiving Section 5312 Research funds. If an applicant has requested and been awarded Section 5312 funds, the applicant will need to apply separately in TEAM for these funds. Research funds must adhere to the requirements of the Section 5312 National Research Program, including those of FTA C 6100.1D Circular. Section 5312 funds require submission of a final report on the results of the demonstration. FTA may waive this requirement by completing an overall assessment collecting information from each awarded project.

3. Planning. Applicants are encouraged to notify the appropriate State Departments of Transportation and MPO in areas likely to be served by the project funds made available under this program. Incorporation of funded projects in the long range plans and transportation improvement programs of States and metropolitan areas is required of all funded projects.

4. Standard Assurances. The Applicant assures that it will comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal administrative requirements in carrying out any project supported by the FTA grant. The Applicant acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project with FTA. The Applicant understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and that modifications may affect the implementation of the project. The Applicant agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise. The Applicant must submit the Certifications and Assurances before receiving a grant if it does not have current Certifications on file.

C. Reporting

Post-award reporting requirements include submission of Financial Status Reports and Milestone reports in TEAM on a quarterly basis for all projects. Documentation of project progress is required for payment. Additional reporting may be required specific to the VTCLI. Recipients may also be expected to participate in events or peer networks related to VTCLI. Grants which include research funds may be required to develop a final report or provide data for a consolidated report on the program.

VII. Agency Contacts

For general program information, as well as proposal-specific questions, please send an email to *VeteransTransportation@dot.gov* or contact Erik Weber at (202) 366-0705. A TDD is available at 1-800-877-8339 (TDD/FIRS). Applicants may also *visit www.fta.dot.gov/veterans* for frequently asked questions and answers.

Issued in Washington, DC, this 2nd day of February, 2012.

Peter Rogoff,

Administrator.

[FR Doc. 2012–2755 Filed 2–6–12; 8:45 am]

BILLING CODE P

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

FY 2012 Discretionary Funding Opportunities: Bus and Bus Facilities Programs (State of Good Repair and Bus Livability Initiatives) and Clean Fuels Grant Program, Augmented With Discretionary Bus and Bus Facilities Program Funds

AGENCY: Federal Transit Administration (FTA), DOT.

ACTION: Notice of Funding Availability for FTA State of Good Repair, Livability, and Environmental Sustainability Initiatives, Clean Fuels Grant Program: Solicitation of Project Proposals.

SUMMARY: The Federal Transit Administration (FTA) announces the availability of Section 5309 Bus and Bus Facilities Program and Section 5308 Clean Fuels Program discretionary funds in Fiscal Year (FY) 2012. There are two initiatives under the Bus and Bus Facilities capital program: (1) State of Good Repair Initiative (SGR) and (2) Bus Livability Initiative. FTA will distribute funds in support of the U.S. Department of Transportation's (DOT) state of good repair, livability, and environmental sustainability efforts.

The Surface and Air Transportation Programs Extension Act of 2011 (Temporary Authorization, 2012) continues the authorization of the Federal transit programs of the U.S. Department of Transportation (DOT) through March 31, 2012, and provides contract authority for these programs equal to approximately one half of the amounts available in FY 2011. Subject to funding availability by Congress, FTA will fund the SGR and Bus Livability Initiatives with approximately $775 million ($650 million for SGR and $125 million for Bus Livability) of unallocated Section 5309 Bus and Bus Facilities Program funds, authorized by 49 U.S.C. 5309(b) as amended by Section 3011 of the Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA–LU), Public Law 109–59, August 10, 2005 and its extensions. Subject to funding availability, FTA will make available approximately $51.5 million from its FY 2012 Section 5308 Clean Fuels Program to fund projects from non-attainment areas selected through the Clean Fuels competition supplemented with additional Bus and Bus Facilities program resources, as available for attainment areas.

This notice solicits proposals to compete for FY 2012 funding under the aforementioned program and initiatives. Based on the timing of Congressional appropriations and extensions of SAFETEA–LU, FTA may award FY 2013 funding to proposals submitted under this notice.

This notice includes priorities established by FTA for these discretionary funds, the criteria FTA will use to identify meritorious projects for funding, and describes how to apply for funding under each discretionary program. This announcement is available on the FTA Web site at: *http://www.fta.dot.gov.* A synopsis of each funding opportunity will be posted in the FIND module of the government-wide electronic grants Web site at *http://www.GRANTS.GOV.* FTA will announce final selections on the FTA Web site and may also announce selections in the **Federal Register.**

DATES: Complete proposals for each program must be submitted by the following due dates: SGR proposals are due by 11:59 pm EDT on March 22, 2012; Bus Livability proposals are due by 11:59 pm EDT on March 29, 2012; and Clean Fuels proposals are due by 11:59 pm EDT on April 5, 2012. All proposals must be submitted electronically through the GRANTS.GOV APPLY function. Any agency intending to apply should initiate the process of registering on the GRANTS.GOV site immediately to ensure completion of registration before the submission deadline. Instructions for applying can be found on FTA's Web site at *http://www.fta.dot.gov/bus* and *http://fta.dot.gov/cleanfuels* and in the "FIND" module of GRANTS.GOV.

FOR FURTHER INFORMATION CONTACT: Contact the appropriate FTA Regional Office found at http://www.fta.dot.gov for proposal-specific information and issues. For program-specific questions about applying for the programs outlined in this notice, please contact the individual listed below.

SGR Bus Initiative

Contact: Adam Schildge, Office of Program Management, (202) 366–0778, email: *adam.schildge@dot.gov.* A TDD is available at 1–800–877–8339 (TDD/FIRS).

Bus Livability Initiative

Contact: Bryce McNitt, Office of Budget and Policy, (202) 366–2618, e-mail: *bryce.mcnitt@dot.gov.* A TDD is available at 1–800–877–8339 (TDD/FIRS).

Clean Fuels Grant Program

Contact: Vanessa Williams, Office of Program Management, (202) 366–4818, email: *vanessa.williams@dot.gov.* A TDD is available at 1–800–877–8339 (TDD/FIRS).

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I. FTA Discretionary Programs Overview

A. Authority

Bus and Bus Facilities Program

Section 5309(b) of Title 49, United States Code, as amended by Section 3011 of SAFETEA–LU, authorizes FTA's Bus and Bus Facilities program as follows:

> The Secretary may make grants under this section to assist State and local governmental authorities in financing * * * capital projects to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities, including programs of bus and bus-related projects for assistance to subrecipients that are public agencies, private companies engaged in public transportation, or private non-profit organizations.

Clean Fuels

The Clean Fuels Grant Program was first established as the Clean Fuels Formula Program in Section 3008 of the Transportation Equity Act for the 21st Century, Public Law 105–178, and June 9, 1998 (now codified at 49 U.S.C. 5308)). The program is currently authorized as a discretionary program

Applicant and Proposal Profile

(Bus and Bus Facilities Program)

Section I. Applicant Information

Organization Legal Name: Santa Rosa County Florida Board of Commissioners

FTA Recipient ID Number: none, sub-recipient

Applicant Eligibility:
- ○ State
- ○ Indian Tribe
- ○ Direct recipient of 5307 Urbanized Area Formula Program
- ◉ Other — Local government sub-recipient of 5311 and 5316 funds

Population served:
- ☒ Urbanized over 200,000
- ☐ Urbanized 50,000 - 200,000
- ☐ Rural

Description of services provided:

Santa Rosa County, Florida and Escambia County, Florida are both served by a Community Transportation Coordinator (CTC) in accordance with Chapter 427, Florida Statutes. The CTC serves as a one-call/one-click center to coordinate human services transportation within the two counties. For the fiscal year ending June 30, 2010, the CTC coordinated 29,670 ambulatory, non-ambulatory and stretcher trips. The trips were paratransit, door-to-door, known locally as "community transportation."

Description of areas served:

Escambia and Santa Rosa Counties, Florida are located in the western Florida panhandle along the Gulf Coast. The largest city in the two counties is Pensacola. Several military installations are located within the two counties or neighboring Okaloosa County to the east: Naval Air Station Pensacola, Naval Air Station Whiting Field, Eglin Air Force Base, and Hurlburt Field. In addition to the active duty military members and their families who reside in the area, many veterans or retired military choose this area of the Gulf Coast as their homes, attracted by the mild climate, moderate cost of living and proximity to military facilities. According to the U.S. Department of Veterans Affairs 2010 population data, 45,828 veterans reside in Escambia County and 23,200 reside in Santa Rosa County. Total combined military and civilian population of both counties is 472,000.

Section II. Evaluation Criteria (This section repeats, per project)

Eligibility Information

Proposal Title: (Descriptive Title of this Proposal): Community Transportation Technology Upgrades for Escambia and Santa Rosa Counties, Florida

Project Type:
- ☐ Purchase of replacement or rehabilitation of buses and vans
- ☐ Replacement or the modernization of bus maintenance, service, or administrative facilities

☐ Purchases of vehicles for service expansion

☐ Bus related equipment (including ITS, fare equipment, communication devices)

☐ Development and implementation of transit asset management system

☒ Other

If Other, Specify:

Hardware, software, and installation of upgraded scheduling software with in-vehicle navigation system and in-vehicle cameras.

BUS ONLY:

Average Fleet Age (In Years):

Average Fleet Age (In Miles):

Spare Ratio:

Planning and Local / Region Prioritization

Is this project in STIP or TIP? ○ Yes ◉ No ○ N/A

Planning and Local Prioritization Justification:

*** Note : Applicant should address all elements listed as part of the evaluation criteria in the Notice Of Funding Availability (NOFA).

1.a. TIP/STIP. This project will be added to the TIP and STIP upon award. It is not currently in either document because it is not funded.
1.b. Local support. Local support is demonstrated by match available from the Florida Department of Transportation (FDOT) if the project is awarded to the county and by letters of support from the Northwest Florida Regional Transportation Planning Organization (TPO) dated September 7, 2011 and staff of the the Florida - Alabama TPO dated September 13, 2011.
1.c.i. Partnerships with planning organizations. This project is supported by the Florida - Alabama TPO in its letter dated September 13, 2011 and by the Northwest Florida TPO in its letter dated September 7, 2011.
1.c.i.i. Partnerships with veteran/military governmental service providers. Since 2008, Pensacola Bay Transportation, the community transportation coordinator, has partnered with the Santa Rosa County Veterans Service Office to establish and operate the Vets to VA Clinics transportation service, providing free transportation for transportation disadvantaged veterans of Santa Rosa County to the US Navy - Department of Veterans Affairs Joint Ambulatory Clinic in Pensacola.
1.c.i.i.i. Partnership with veteran/military service organizations. The partnership described above to provide the Vets to VA Clinics service has since expanded to include board members representing the Disabled American Veterans, Veterans of Foreign Wars # 4833, and AmVets Post 1292.
1.c.i.v. Existing one-call/one-click center. The software and equipment will be used by the existing one-call/one-click center operated by Pensacola Bay Transportation, the Escambia and Santa Rosa community transportation coordinator.
1.d. Partnerships with additional groups. Pensacola Bay Transportation, as the community transportation coordinator, serves an integral role with the Transportation Disadvantaged Local Coordinating Board whose members include Workforce Escarosa, the Department of Education, Veterans Services, Department of Elder Affairs, the Agency for Health Care Administration, several social service agencies, and a member of the Santa Rosa Board of County Commissioners.

Readiness Justification

Project Can Be Implemented Within:

○ 3 Months ○ 6 Months ○ 12 Months ◉ 18 Months

Project Can Be Obligated Within:

○ 3 Months ◉ 6 Months ○ 12 Months ○ 18 Months

Project Readiness Justification:
*** Note : Applicant should address all elements listed as part of the evaluation criteria in the Notice Of Funding Availability (NOFA).

2.a. Time frame. The community transportation coordinator is ready to place an order for the software and equipment upon the county's receipt of the notification of award. However, it is estimated it can take as much as 6 months to amend budgets, secure the matching funds, sign agreements, and process the TIP/STIP amendments.
2.b. Short term goal is to secure funds and order the software and equipment. Mid term goal is to install it. Long term goal is to use it in daily operations.
2.c. Pensacola Bay Transportation has been engaged in regional coordinated human services since 2003 in Escambia and Santa Rosa Counties.
2.c.i. The most recent human services coordinated plans are the Escambia and Santa Rosa Transportation Disadvantaged Service Plan (TDSP) FY 10 - 14, adopted May 2011.
2.c.i.i. Escambia County, Santa Rosa County and Pensacola Bay Transportation, as the community transportation coordinator, reviewed drafts and provided inputs to the TDSP developed by the West Florida Regional Planning Council.
2.d.i. The Milton Elks Lodge, Santa Rosa County, and Pensacola Bay Transportation formed a partnership in 2008 to apply for an Elks National Foundation Community Impact Grant to start the Connect Vet transportation service. A $10,000 grant was awarded which made it possible to start the free transportation service for veterans from Santa Rosa County to the Joint Ambulatory Care Center (VA Clinic) in Pensacola until funds were depleted in May 2010. The service was later renamed Vets to VA Clinics and is expected to resume service in January 2012. Pensacola Bay Transportation is a charter member of the Vets to VA Clinics transportation service. The service would not be possible without Pensacola Bay Transportation, and transportation disadvantaged veterans in Santa Rosa County would not have access to the medical care they need.
2.d.i.i. A Veterans Service Officer is on the Local Coordinating Board who oversees the Transportation Disadvantaged Service Plan.
2.e.i. The existing one-call/one-click center is operated by Pensacola Bay Transportation, the community transportation coordinator in accordance with Chapter 427, Florida Statutes.
2.e.i.i.i. The general manager of Pensacola Bay Transportation is Howard Vanselow, a recently retired Air Force veteran.
2.e.i.v. Pensacola Bay Transportation staffs the one-call/one-click center as part of its operation.
2.e.v. Shared space is not required.

Technical, Legal and Financial Capacity

Description of Technical Capacity to Implement Project:
*** Note : Applicant should address all elements listed as part of the evaluation criteria in the Notice Of Funding Availability (NOFA).

3.a.i. Santa Rosa County and Pensacola Bay Transportation have the technical capacity to address transportation challenges of veterans and military members and their families. Since 2008, both have been involved in Connect Vet, recently re-named to Vets to VA Clinics which provides a twice-weekly free shuttle service from Santa Rosa County to the VA Clinic in Pensacola. From the Santa Rosa County seat to the VA Clinic, it is a 50 mile round trip, costing $114 in private taxi cab fare. Veterans who could barely afford it have paid the taxi fare. When surveyed, some responded they hitch hike or go without medical care. The service is for transportation disadvantaged veterans.
3.a.i.i. The one call/one click center is already operating, however upgraded scheduling software and in-vehicle navigation would make the service operate more efficiently. The service covers a two-county area with a combined total population of 472,280. Veterans and military needs are addressed in the coordination human services plan, the Transportation Disadvantaged Service Plan (TDSP) by the Local Coordinating Board membership listed in the TDSP. The membership includes the veterans services officers for each county: Escambia and Santa Rosa.
3.a.i.i.i. The human services coordination plan, TDSP, will be updated to include the project.

Description of Legal Capacity to Implement Project:
*** Note : Applicant should address all elements listed as part of the evaluation criteria in the Notice Of Funding Availability (NOFA).

3.b. No legal issues exist which would prevent acceptance of the funds, the county's eligibility and authority to apply as long as FTA sub-recipients who are local governments are considered eligible.

Description of Financial Capacity to Implement Project:
*** Note : Applicant should address all elements listed as part of the evaluation criteria in the Notice Of Funding Availability (NOFA).

3.c.i. The match will be provided by the Florida Department of Transportation.
3.c.i.v. Above and beyond the 20% match, the existing one call/one click service is funded by a variety of state agencies.
3.c.v. The one call/one click center is expected to be funded as long as the requirement exists for community transportation coordinators in Chapter 427, Florida Statutes and as long as the Agency for Health Care Administration and state and local agencies such as Agency for Persons with Disabilities and the state Commission for the Transportation Disadvantaged have funds for client transportation. In the fiscal year ending June 2010, the amount of agency funding was $782,793.

Are there any outstanding Technical, Legal, or Financial issues with respect to FTA Funding?

( ) Yes (•) No

If Yes, explain:

There are no issues as long as a local government sub-recipient of 5311 and 5316 can be awarded the grant.

Demonstration of Need

Description of asset to be replaced or rehabilitated in age or mileage (if applicable):

No applicable.

Demonstration of Need:
*** Note : Applicant should address all elements listed as part of the evaluation criteria in the Notice Of Funding Availability (NOFA).

4.a.i. The veteran population in the two counties is 45,828 in Escambia County and 23,200 in Santa Rosa County. The military population reported in the University of West Florida Haas Center Florida Defense Factbook for 2008 was 14,952 in Escambia County and 1,710 in Santa Rosa County, although these numbers are employed at the military installations, not necessarily residing in the county.
4.a.i.i. The specific barrier facing veteran and military members and their families in the area is a shortage of funds to meet their transportation needs. The Connect Vet transportation service was initiated to meet the need, identified by the Veterans Services Officer in Santa Rosa County who hears first hand of the challenges some veterans face to travel to the new Joint Ambulatory Care Center (JACC) aka Veterans Clinic in Pensacola. Santa Rosa County is largely rural with a

dispersed population. Only very limited public transportation is available, which is why every trip should count. An upgraded scheduling system is certainly a step in the right direction. Military members and their families may be eligible to use the coordinated door-to-door service, too. Obstacles for military families include lack of reliable transportation, lack of a second vehicle, or a spouse who cannot drive.
4.a.i.i.i. The portion of veteran/military population with disabilities is not known. The overall transportation disadvantaged population for Santa Rosa County in 2008 was 7.7% and in Escambia County was 9.4% of each county's population, according the eligibility guidelines in Chapter 427, Florida Statutes.
4.a.i.v. The nearest veterans medical facilities are in Escambia County, a round trip of 50 miles for veterans from the county seat of Santa Rosa County. Veterans are often referred to the next higher level of care at the VA hospital and medical complex in Biloxi, Mississippi, 100 miles away from Pensacola. A DAV van operates from Pensacola to Biloxi. So, some Santa Rosa County veterans need transportation to Pensacola so they can get on the DAV van to Biloxi. Military members can use the medical facilities at NAS Pensacola, NAS Whiting Field or Eglin Air Force Base.
4.a.v. The community's existing public transportation include the Escambia County Area Transit (ECAT) with 20 routes in Escambia County; Santa Rosa Transit with one route in Santa Rosa County connecting into ECAT; the University of West Florida Trolley and the coordinated door-to-door paratransit service in both counties. Private transportation providers include a few taxi cab companies, which operate mostly in Escambia County.
4.a.v.i. The one call/one click center already serves both counties, coordinating the door-to-door paratransit service. The scheduling service upgrade and in-vehicle navigation will improve efficiency of the service, saving operating cost.
4.a.v.i.i. Veterans are already engaged in development and operation of the project. The general manager of Pensacola Bay Transportation is a veteran. Veterans are on the board of the Vets to VA Clinics shuttle service. The counties' Veterans Services Officers are on the Local Coordinating Boards which oversee the Community Transportation Coordinator, Pensacola Bay Transportation, in accordance with Chapter 427, Florida Statutes.

Project Budget

Description	QTY	Federal Amount	Total Requested
Scheduling Upgrade and In-Vehicle Navigation	1	177,909	177,909
In-Vehicle Camera Technology	1	88,811	88,811
		Total Amount:	266,720

Matching Funds Information

Matching Funds Amount: 66681.00

Source of Matching Funds:

If the project is awarded from FTA directly to Santa Rosa County, the project will be eligible for match from toll revenue credits per e-mail from Kathy Rudd, Florida Department of Transportation District 3 Public Transit Office, dated August 25, 2011.

Supporting Documentation of Local Match:

If Santa Rosa County makes application directly to FTA, then, yes, if it is awarded, would be eligible for TC for the 20% match on capital projects.

Kathy Rudd
FDOT D3 Transit

From: Nancy Model [mailto:nancym@santarosa.fl.gov]
Sent: Thursday, August 25, 2011 2:26 PM
To: Rudd, Kathy
Subject: FW: Announcing the Veterans Transportation and Community Living Initiative

Kathy - On another subject. The county is considering application for the Veterans Transportation and Community Living Initiative. The purpose of the grant is to establish or enhance one-call/one-click centers so veterans, military and family members can access information about public transportation options in communities. The grant is funded with un-allocated 5309 funds. Eligible projects are IT and infrastructure. Pensacola Bay Transportation is putting together a cost estimate for an automated dispatch system and maybe some other IT-type needs. A 20% match is required. Would it be possible to use toll revenue credits for the match?

I'm in the office this afternoon if you have any questions.

Thanks,
Nancy
(850) 981-7080

Project Timeline

Timeline Item Description	Timeline Item Date
Obligation in 6 months and implementation in 18 months	12/1/2011

Congressional Districts (Place of Performance)

Congressional District	Congressional Representative
FL-001	Miller, Jeff

Florida-Alabama
TPO
Transportation Planning Organization

Kevin White
Chairman

Lane Lynchard
Vice Chairman

P.O. Box 11399 • 32524-1399 Pensacola, FL • Street Address: 4081 E. Olive Road-Suite A • 32514
P: 850.332.7976 • 1.800.226.8914 • F: 850.637.1923 • www.wfrpc.org

September 13, 2011

Mr. Peter M. Rogoff, Administrator
Federal Transit Administration
East Building
1200 New Jersey Avenue, SE
Washington, D.C. 20590

RE: Veterans Transportation and Community Living Initiative (VTCLI) Grant

Dear Mr. Rogoff:

Chapter 427, Florida Statutes requires a community transportation coordinator (CTC) for each designated planning area within the state. The CTC serves as a one call/one click center for community transportation services. Escambia and Santa Rosa Counties are designated planning areas and they are served by one CTC, Pensacola Bay Transportation, LLC.

In addition, the role of the CTC is included in the human services coordination plan of each county: the Escambia Transportation Disadvantaged Service Plan (TDSP) and the Santa Rosa TDSP.

Several military installations are located in Escambia and Santa Rosa Counties or in neighboring Okaloosa County: Naval Air Station Pensacola, Naval Air Station Whiting Field, Eglin Air Force Base, and Hurlburt Field.

If selected, the grant funds will be used to purchase upgraded scheduling software and in-vehicle navigation for the existing one-call/one-click center operated by the CTC serving Escambia and Santa Rosa Counties to more efficiently meet the needs of all its users, military and civilian alike. The Florida – Alabama Transportation Planning Organization is pleased to support this application which will enhance mobility in both counties.

If additional information is required, I can be reached at (850) 332-7976 ext 229 or (800) 226-8914 or mary.robinson@wfrpc.org.

Sincerely,

Mary Bo Robinson, Director
Transportation Planning

Northwest Florida Regional TPO

Gene Valentino
Chairman

Beverly Zimmern
Vice Chairman

P.O. Box 11399 • 32524-1399 Pensacola, FL • Street Address: 4081 East Olive Rd., Suite 32514
P: 850.332.7976 • 1.800.226.8914 • F: 850.637-1923 • www.wfrpc.org

September 7, 2011

Mr. Peter M. Rogoff, Administrator
Federal Transit Administration
East Building
1200 New Jersey Avenue, SE
Washington, D.C. 20590

RE: Veterans Transportation and Community Living Initiative (VTCLI) Grant

Dear Mr. Rogoff:

On Wednesday September 7, 2011, the Northwest Florida Regional Transportation Planning Organization (TPO) voted to approve this letter of support for Santa Rosa County, Florida's application for the referenced grant.

This region of the Gulf Coast, in the panhandle of Florida, is home to a large population of veterans and active duty military and their families. Several military installations are located here: Naval Air Station Pensacola, Naval Air Station Whiting Field, Eglin Air Force Base, and Hurlburt Field. The Army's 7th Special Forces Group is now relocating from North Carolina to Eglin Air Force Base.

If selected, the grant funds will be used to improve the existing one-call/one-click center serving Escambia and Santa Rosa Counties, so that it can better meet the needs of all its users, including aging veterans and injured service members returning from Iraq and Afghanistan.

The Northwest Florida Regional TPO appreciates this opportunity to support the VCTLI application as a way to honor its military community.

Sincerely,

Gene Valentino
Chairman

COORDINATING BOARD MEMBERSHIP CERTIFICATION

Santa Rosa County, Florida

Name: Florida Alabama Transportation Planning Organization Address: P. O. Box 11399, Pensacola, FL 32524-1399

The Metropolitan Planning Organization named above hereby certifies to the following:

1. The membership of the Local Coordinating Board, established pursuant to Rule 41-2.012(3), FAC, does in fact represent the appropriate parties as identified in the following list; and
2. The membership represents, to the maximum extent feasible, a cross section of the local community.

REPRESENTATION	MEMBER'S NAME	ALTERNATE'S NAME	TERM
(1) Chair	Jim Melvin	(Vice Chairman)	
(2) Elderly	John Nye	None	2010-2013
(3) Disabled	Debra Owens	None	2010-2013
(4) Citizen Advocate	Tara Arceneaux	None	2009-2012
(5) Citizen Advocate/User	Vacant	None	2011-2014
(6) Veteran Services	Karen Haworth	Nancy Model	
(7) Community Action	Cary Carter Strebel	Diane O'Gwynn	2009-2012
(8) Local Public Education	Jud Crane	Terry Powell	
(9) Florida Department of Transportation	Donnie Duce	Kathy Rudd	
(10) Department of Children & Families	Randy Fleming	Malva Weaver	
(11) Florida Department of Education	Christine Kemp	Mary Franklin	
(12) Department of Elder Affairs	Amber McCool	Gwendolyn Rhodes	
(13) Agency for Health Care Administration	Charles Beale	John Maraldo	
(14) Children at Risk	Virginia White	None	2009-2012
(15) Private Transportation Industry	Carolyn Dubose	Karen Locklear	2009-2012
(16) Mass/Public Transit	Theo Letman	Kenneth Gordon	
(17) Workforce Development Board	Susan Nelms	None	
(18) Local Medical Community	Children's Medical Services	Debbra Maddux	2009-2012
(19) CTC Board of Directors (Ex-Officio)	None	None	

SIGNATURE: Don Salter TITLE: Chairman DATE: 6-9-11

Santa Rosa County
Veteran Services

Karen Haworth
Veteran Services Director

Tony Gomillion
Public Services Director

April 13, 2012

Mr. Peter M. Rogoff, Administrator
Federal Transit Administration
East Building
1200 New Jersey Avenue, SE
Washington, D.C. 20590

RE: Veterans Transportation and Community Living Initiative

Dear Mr. Rogoff:

As Veterans Services Officer for Santa Rosa County, I strongly support the application of Santa Rosa County for the Veterans Transportation and Community Living Initiative (VTCLI) grant. My job is to assist veterans with their Veterans Affairs benefits, and I meet with veterans on a daily basis. Because transportation is sometimes an obstacle for those who need medical care, I have been involved from its beginning in 2008 with Operation Connect Vet, to provide transportation for those in need to the VA Clinic in neighboring Escambia County. Santa Rosa County has very limited public transportation service, so veterans without their own means of transportation must find other ways to the VA Clinic. When Operation Connect Vet was provided, we asked veterans who used the service to tell us what the service meant to them. Some said they paid $120.00 round trip taxi fare, some hitch hiked and some did without medical care entirely.

If awarded, the grant would allow our new, revised transportation program, Vets to VA Clinics, to make more efficient use of existing resources through improved scheduling and navigation.

Sincerely,

Karen Haworth
Veterans Services Officer

Santa Rosa County Public Service Complex
6051 Old Bagdad Highway, Suite 204 Milton, Florida 32583

www.santarosa.fl.gov
Office: (850) 981-7155

SANTA ROSA COUNTY
BOARD OF COMMISSIONERS

Santa Rosa Administrative Offices
6495 Caroline Street, Suite M
Milton, Florida 32570-4592

JIM WILLIAMSON, District 1
ROBERT A. "BOB" COLE, District 2
W. D. "DON" SALTER, District 3
JIM MELVIN, District 4
R. LANE LYNCHARD, District 5

HUNTER WALKER, County Administrator
ANGELA J. JONES, County Attorney
JOEL D. HANIFORD, OMB Director

April 11, 2012

Mr. Peter M. Rogoff, Administrator
Federal Transit Administration
East Building
1200 New Jersey Avenue, SE
Washington, D.C. 20590

RE: Veterans Transportation and Community Living Initiative (VTCLI)

Dear Mr. Rogoff:

Santa Rosa County, in the Florida Panhandle, takes pride in taking care of its veterans. Over the last decade, the county established a Veterans Memorial and supported the Honor Flight, to fly WWII veterans to Washington, D.C. to visit their memorial. Since 2008, the county participated in Vets to VA Clinics to provide transportation to veterans who are without transportation of their own and need medical care from the Veterans Affairs (VA) Clinic in neighboring Escambia County. From the county seat, a round trip is 50 miles. For those in outlying areas of the county, the round trip can be as much as 100 miles.

Beginning in November 2008, Vets to VA Clinics provided a twice-weekly shuttle between veterans' homes and the VA Clinic. The service was funded by an Elks National Foundation grant, county contribution, military service organization contributions, and individual contributions. The service operated until May 2010 when funds were depleted.

Now, Vets to VA Clinics is part of the 501c3 established as the Santa Rosa County Veterans Memorial Foundation. It has raised nearly $20,000 locally to resume service very soon. It will be important to make the most of every trip and every dollar spent, which may not be possible without the scheduling software and in-vehicle navigation to be purchased with VTCLI grant funds.

Help us to care for our veterans.

Sincerely,

Don Salter

Don Salter
Commissioner, District 3
Chairman, Vets to VA Clinics

VETS to VA CLINICS MEMBERSHIP ROSTER
As of August 2, 2011

Board Members

Name	Representing	Contact Information
Sheriff Wendell Hall	Santa Rosa Sheriff's Office	whall@srso.net
Shawn Everitt	DAV	shawn@pensacoladjsound.com
Dan Powers	Am Vets #1292 Milton	danandvickie@hotmail.com
Ted Chamberlain	VFW #4833 Milton	chamberlain.ted22@gmail.com
Rob Williamson	Trees Plus	rob@treesplusonline.com
Shawn Bradberry	Lifeguard Ambulance	shawn.bradberry@lifeguardambulance.com
Art Sobilo	Fleet Reserve	sobiloa@mchsi.com

Working Group

Name	Representing	Contact Information
Commissioner Don Salter	SR County District 3	commsalt@santarosa.fl.gov
Karen Haworth	SR County Veterans Services	khaworth@santarosa.fl.gov
Ralph Nesenson	SR County Veterans Memorial	vetmemorial@santarosa.fl.gov
Nancy Model	SR County Transportation Planning	nancym@santarosa.fl.gov
Shawn Ward	SR County Transportation Planning	shawnw@santarosa.fl.gov
Sheila Harris	SR County Grants	sheilah@santarosa.fl.gov
Bill Allen	Former Elks Member	wdbillallen@bellsouth.net
Ken Mabie	Pensacola Beach Elks Member	kmabie2377@mchsi.com
Barbara Fitzmayer	Moose Lodge, Former Elks Accountant	barbara.fitzmayer@navy.mil
Howard Vanselow	Pensacola Bay Transportation	hvanselow@pensacolabaytransportation.com
Dustin Tuller	Veterans	dntuller@gmail.com

Administrative Office 850-346-3996

1603 North 58th Ave.

Pensacola, Florida 32506

www.gcvacflaims.org

IRS Recognized 501(c)(3)

Gulf Coast Veterans • Advocacy Council Inc. •

Tuesday, April 03, 2012

Mr. Peter M. Rogoff, Administrator
Federal Transit Administration
East Building
1200 New Jersey Avenue, SE
Washington, D.C. 20590

RE: Veterans Transportation and Community Living Initiative

Dear Mr. Rogoff:

The Gulf Coast Veterans Advocacy Council, Inc. strongly supports the application of Santa Rosa County for the Veterans Transportation and Community Living Initiative (VTCLI) grant. We understand the application is for scheduling software and in-vehicle navigation and cameras, which will help to establish a one-call/one click center that active duty, retired military families, and veterans can use to call one place to find out the publicly-funded transportation services available.

Locally, the Community Transportation Coordinator (CTC) is the one-call/one-click center. So any improvement in scheduling and navigation will help serve all citizens, with or without military service. Santa Rosa County will soon be resuming their Vets to VA clinics service. Resuming this service will add trips to the existing service, thereby increasing the need for improved scheduling and navigation. Currently services are being provided without any scheduling or navigation technology.

Transportation shouldn't be an obstacle for those who have served their country and their families.

The Gulf Coast Veterans Advocacy Council, Inc. fully supports this grant application to make more efficient use of existing resources through improved scheduling and navigation technology.

Sincerely,

Nathaniel Bass

Nathaniel Bass CEO / Chairman GCVAC

Pensacola Bay
TRANSPORTATION COMPANY, LLC

3100 McCormick Street • Pensacola, FL • 850 476-8130

April 19, 2012

Mr. Peter M. Rogoff, Administrator
Federal Transit Administration
East Building
1200 New Jersey Avenue, SE
Washington, D.C. 20590

RE: Veterans Transportation and Community Living Initiative

Dear Mr. Rogoff:

As the Community Transportation Coordinator for Escambia and Santa Rosa Counties in Northwest Florida, Pensacola Bay Transportation, LLC is pleased to partner with Santa Rosa County for application to the referenced grant program. Community Transportation Coordinators are designated by the State Commission for Transportation Disadvantaged in accordance with Chapter 427, Florida Statutes.

During the year ending June 30, 2011, Pensacola Bay Transportation coordinated 142,765 trips for Escambia County residents and 22,188 trips for Santa Rosa County residents. Scheduling software and in-vehicle navigation are needed to operate as efficiently as possible.

If the application is awarded, Pensacola Bay Transportation will use the equipment for the community transportation system serving civilian and military residents of both counties. Pensacola Bay Transportation is also a member of the Santa Rosa County Veterans Memorial Foundation Vets to VA Clinics. With Vets to VA Clinics service starting soon, the need for scheduling software and in-vehicle navigation will help to ensure the optimum support for veterans currently without transportation between Santa Rosa County and the VA Clinic in Escambia County.

Sincerely,

Howard Vanselow
General Manager

Board of County Commissioners • Escambia County, Florida

Charles R. "Randy" Oliver
County Administrator

April 4, 2012

Mr. Peter M. Rogoff, Administrator
Federal Transit Administration (FTA)
East Building
1200 New Jersey Avenue, SE
Washington, D.C. 20590

RE: Veterans Transportation and Community Living Initiative

Dear Mr. Rogoff:

With a strong military presence and many veterans living and working among both counties, Escambia County strongly supports the application of Santa Rosa County for the Veterans Transportation and Community Living Initiative (VTCLI) grant. We understand the application is for scheduling software and in-vehicle navigation and cameras, which will help to establish a one-call/one click center that active duty, retired military families, and veterans can use to call one place to find out the publicly-funded transportation services available.

Locally, the Community Transportation Coordinator (CTC) is the one-call/one-click center. So any improvement in scheduling and navigation will help serve all citizens, with or without military service. Santa Rosa County will soon be resuming their Vets to VA clinics service. Resuming this service will add trips to the existing service, thereby increasing the need for improved scheduling and navigation. Currently services are being provided without any scheduling or navigation technology.

Transportation shouldn't be an obstacle for those who have served their country and their families. Escambia County is happy to offer neighboring support for this grant application, in hopes that the resulting funds will enable more efficient use of existing resources through improved scheduling and navigation technology.

Sincerely,

Charles R. Oliver

Randy Oliver
Escambia County Administrator

Shawn Ward

From: Federal Transit Administration [usdotfta@govdelivery.com]
Sent: Monday, July 02, 2012 11:16 AM
To: Shawn Ward
Subject: Secretary LaHood announces second round of Veterans Transportation and Community Living Initiative awards

U.S. Transportation Secretary LaHood Announces $29 Million to Help Veterans and Military Families Connect to Jobs and More by Tapping Local Transportation

7/2/2012
Contact: Angela Gates
202-366-3669

WASHINGTON – U.S. Transportation Secretary Ray LaHood today announced $29 million in grants to provide improved access to local transportation for veterans and their families, wounded warriors and other military personnel, helping them find affordable rides to work, school, shopping, medical care and other destinations in their communities. The grants will support 64 projects in 33 states and the Northern Mariana Islands.

“Ensuring that our veterans and military families have access to quality, convenient transportation is just one way we can thank them for their service,” said Secretary LaHood. “With these transportation grants, we will help connect veterans and military families with the jobs and training opportunities they deserve, as well as the medical care and other services they need, all located close to home.”

The Veterans Transportation and Community Living Initiative, funded and managed by the Federal Transit Administration (FTA), supports efforts by local governments and transit agencies to implement technologies—ranging from “smart phone” applications to real-time transit bus locator information—that make it easier for veterans and others to access and schedule rides on available buses, vans, taxis and other transportation systems. The unemployment rate for Iraq and Afghanistan veterans is more than 12 percent, more than four percentage points above the national average.

“America’s war heroes deserve a chance to support their families, participate in their communities, receive job training and get to work,” said FTA Administrator Peter Rogoff, who was in Lee County, Florida, for the announcement. “It’s vitally important that we remove barriers to success by making transportation available wherever our veterans choose to live, work and receive care.”

Projects receiving grants today include:

- Lee County, Florida, which is receiving a $1.4 million grant that will, among other things, enable the installation of new information kiosks at a brand new Veterans Administration

outpatient clinic in Cape Coral and other locations, where veterans can readily obtain real-time information on transit rides and schedules, day or night.

- The Greater Dayton Regional Transit Authority in Dayton, Ohio, which is home to the Wright-Patterson Air Force Base and more than 80,000 veterans. The $450,000 grant announced today will make it easier for returning and retired veterans and those who have disabilities to arrange for rides by phone, smart phone or on the web.

FTA received 81 eligible proposals requesting $41 million for this second round of the Veterans Transportation and Community Living Initiative grants, reflecting strong demand for the program. In FY2011, FTA awarded $34.6 million for 55 veterans' transportation projects around the country.

The Obama Administration has committed roughly a $1 billion a year in discretionary resources to help communities around the nation build and expand light rail, commuter rail, bus rapid transit, and other forms of public transportation to connect American families, including our nation's returning veterans, with jobs, education, medical care and other vital services.

The Veterans Transportation and Community Living Initiative was developed by the Federal Interagency Coordinating Council on Access and Mobility, a permanent partnership of federal departments working together to better coordinate federal programs on behalf of people with disabilities, older adults and individuals with lower incomes. The Council is chaired by Secretary LaHood.

For more information on the individual grants go to http://fta.dot.gov/grants/13094_13528.html.

U.S. Department of Transportation
Federal Transit Administration

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FTA

FEDERAL TRANSIT ADMINISTRATION

Veterans Transportation and Community Living Initiative

Grantee Webinar

3:00 p.m. Eastern

July 26, 2012

U.S. Department of Transportation

Federal Transit Administration

Department of Veterans Affairs

Agenda

Welcome

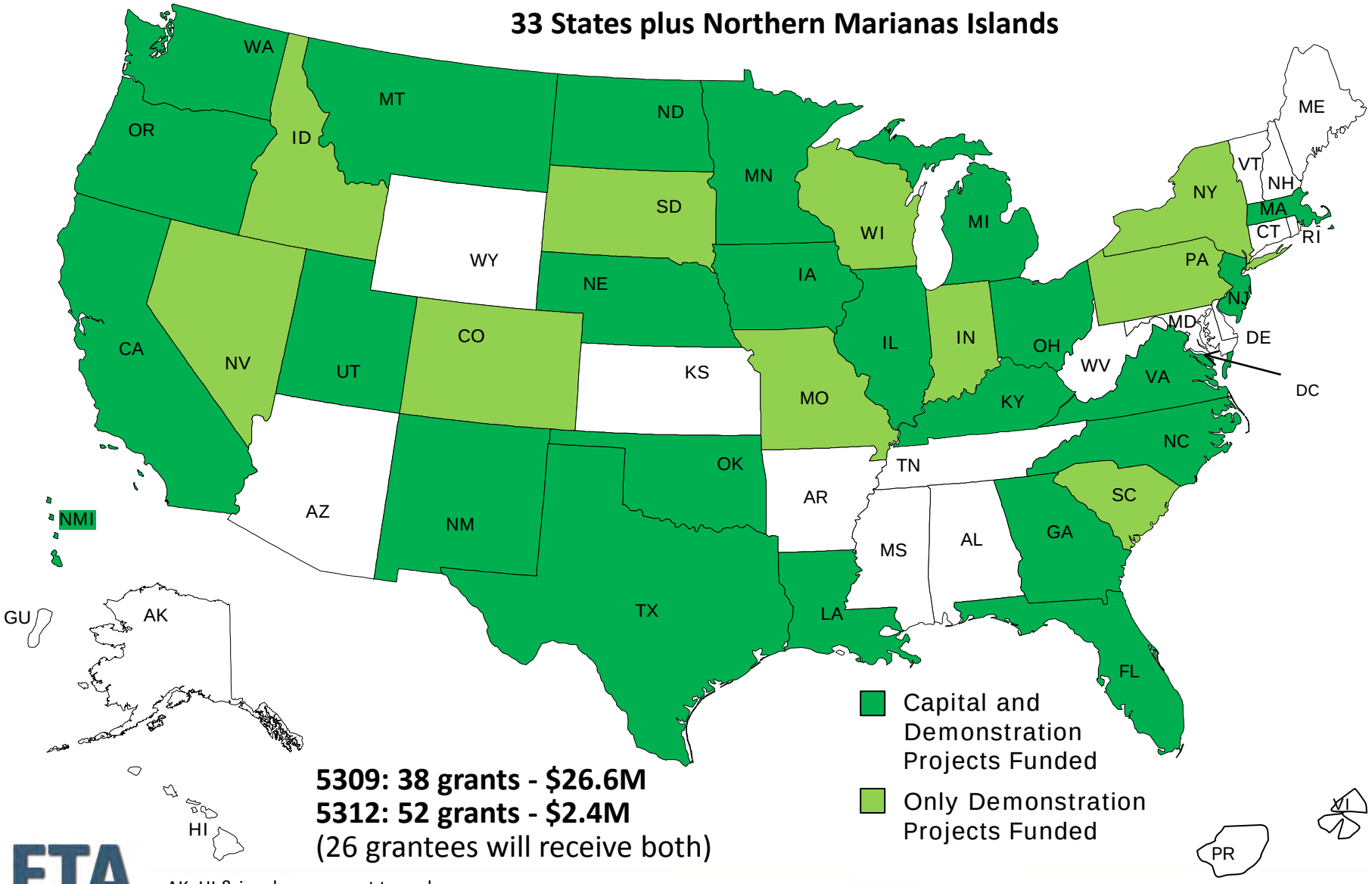
Program Goals & Expectations

Grant Application & Obligation Process

Partners & Technical Assistance Program

Questions

FY 2012 VTCLI Funding Distribution
$28.9M for 64 awardees
33 States plus Northern Marianas Islands



5309: 38 grants - $26.6M
5312: 52 grants - $2.4M
(26 grantees will receive both)

AK, HI & insular areas not to scale

FTA
FEDERAL TRANSIT ADMINISTRATION

Veterans Transportation and Community Living Initiative

Direct Funding Partners

Department of Transportation
Department of Veterans Affairs
Department of Labor

Other Partners

Department of Defense
Department of Health & Human Services
Military and Veterans Service Organizations

PROGRAM GOALS & EXPECTATIONS

VTCLI Purpose

- Build on success of United We Ride Build "One Call Center" model
  - Build or expand one-call/one-click transportation resource centers that would improve access to transportation services for their veterans, military families and other transportation disadvantaged populations in their communities.
- Bring together community providers to tackle Veteran and Military mobility
  - Bring transportation providers, human service agencies, governmental Veteran and Military service providers as well as non-profit Veteran and Military Family support organizations together around the problem of transportation for America's veterans and military families.

Program Benefits

- Enhance coordinated federal, local transportation and community partnerships
- Integrate services that help U.S. veterans, service member and military families connect with local transportation options
- Improve access to home- and community-based services for people with disabilities and older adults
- Reflect intent of Supreme Court's Olmstead Decision
- Align with White House Joining Forces Initiative

Project Goals

- Establish or expand a one-call/one-click transportation resource center
  - Include resources for veterans, service members and military families
  - Promote use of center with military community
- Create partnerships between transportation providers and veterans and military communities
- Increase involvement of veterans and military communities in local Coordinated Human Services Transportation Planning process

Project Expectations

- Continued development of partnerships with Veterans & Military Service Organizations (VSO/MSO)
- Partnership including VSO/MSOs will be continually involved in the design and implementation of project
- Community will update Coordinated Plan to address transportation needs of veteran & military community (or verify it has already done so)
- Grantee will develop performance measures to track impact of project

What does success look like?

- Grantees complete an operational one-call/one-click center
- The project areas and grantees better understand the transportation needs of veterans, service members and military families
- Grantees and partners improve coordination to effectively meet these needs
- Grantees develop effective measures of outcomes for various stakeholders

GRANT OBLIGATION PROCESS

Receiving your Grant

- Work with FTA regional offices
- First-time FTA recipients encouraged to find pass-through grantee
- Finalize budget with line items
- In-kind match must be verified by FTA
- Double-check with regions on certain issues:
  - Capital leasing
  - Training line items

Spending Funds

- Grants DO NOT have blanket pre-award authority
- Can request pre-award authority from regional office through LONP
- Expenses will not be reimbursed if incurred prior to reciept of LONP or execution of TEAM Grant

Section 5309 Funds

ELIGIBLE EXPENSES

- Hardware (Computers, Servers)
- In-Vehicle Technology
- Software
- Other Capital Costs
  - Facility-Related Capital (Purchase, Lease, Alteration)
  - Design & Engineering
  - Project Administration (Up to 10% of Costs)

INELIGIBLE EXPENSES

- Vehicle Acquisition
- Preventive Maintenance
- Mobility Management
- Cost of Operating One-Call Center
- Marketing
- Non-capital training

Section 5312 Funds

ELIGIBLE EXPENSES

- Marketing
- Outreach
- Coordinated Planning
- Performance Measurement
- Other support activities instrumental to *implementing* One-Call/One-Click project

INELIGIBLE EXPENSES

- Cost of *operating* One-Call Center
- Marketing, outreach activities not related to One-Call/One-Click Capital project

Notes on 5309 & 5312 Funds

- 5309 and 5312 awards cannot be combined into one grant
- Each award has a disctinct Project ID Number
  - 5309: “BUSP” ID Number
  - 5312: “NATR” ID Number
- Find the Project ID Numbers on FTA site: http://www.fta.dot.gov/grants/sitemap_14735.html

Timeline

- By Aug 15 – Make contact with Regional Office
- Oct 2012 – Verify Certs & Assurances, Civil Rights, etc. up to date
- Dec 2012 – Submit draft TEAM application to Region for review
- OBLIGATION GOAL:

March 30, 2013

The National Resource Center for Human Service Transportation Coordination:

Veterans Transportation & Community Living Initiative Technical Assistance – Round 2

NRC

FTA

UNITED WE RIDE
COORDINATING HUMAN SERVICE TRANSPORTATION

Community Transportation Association

VTCLI Technical Assistance Goals

- **Goal 1:** VTCLI sites successfully carry out their funded projects

- **Goal 2:** VTCLI communities demonstrate strategies for including veterans, service members & military families in transit planning and service delivery

The VTCLI Technical Assistance Team

- National Resource Center for Human Service Transportation Coordination (NRC), housed at CTAA
- American Public Transportation Association
- Armed Forces Services Corporation
- Easter Seals
- Harman Consulting
- Joblinks Employment Transportation Center, housed at CTAA

NATIONAL RESOURCE CENTER *for* HUMAN SERVICE TRANSPORTATION COORDINATION NRC

The VTCLI Technical Assistance Commitment

Every one of the Round 2 VTCLI projects will receive technical assistance from the technical assistance team

VTCLI TA: Values & Guiding Principles

- Our work models “one-stop” assistance, and will be aimed toward building capacity and promoting sustainability
- We promote self-help and peer-to-peer exchange wherever reasonable
- We provide “active advice” in our technical assistance, and will not hold back in apprising grantees of risks associated with particular actions or inaction
- The VTCLI projects we help are to be integrated in their communities’ coordinated transportation infrastructure
- The principle of “Nothing about us without us” applies to veterans and military families transportation
- We aim for VTCLI materials, information and experiences to be replicable and available beyond just the project sites

VTCLI TA: Some Roles & Responsibilities

- Each of the VTCLI projects will have a specific person named as their technical assistance facilitator; these facilitators will be from among the VTCLI TA partner organizations
- Round 1 VTCLI grantees receiving Round 2 grants keep their existing TA facilitators; new grantees will get new facilitators
- FTA Regional and HQ staff will be responsible for all grants management, reporting and oversight issues, and will maintain ongoing communication with VTCLI TA facilitators

The VTCLI TA Approach: Determining Specific Technical Assistance Needs

- Project applicants may not yet know their specific technical assistance needs, or may find new TA needs arise during project period
- New grantees in Round 2 will be contacted by their facilitator for an initial assessment of project scope and anticipated technical assistance
- Continuing iteration of needs via TA facilitator

VTCLI TA: General Framework of TA Strategies

The following are our parallel strategies:

- Development & use of content on public www.fta.dot.gov/veterans website
- Development & use of VTCLI-specific content on a private on-line shared workspace, to be hosted by US Department of Labor
- Facilitation of peer exchange
- Periodic education on topics of general interest across VTCLI, such as through webinars and local partnership-building activities
- Direct technical assistance interventions in response to observed or requested needs

VTCLI Technology Deployment

- Three VTCLI One-Call Center objectives drive technology deployment.
- Two types of VTCLI technology projects
  - "New" one-call centers
  - "Bolt-on" technology enhancements
- VTCLI transparency and accountability
  - Pay special attention to FTA's procurement procedures
- Unique VTCLI peer-to-peer communication provided
- Performance measures for technology enhancements required in NOFA
- Technology assistance on all the above is available from TA Consortium

3 Step Model to Serve the Military Community

Phase 1:
Needs Analysis

Perform an Inventory of Needs for Service Members, Veterans, and Military Families in Your Community

Phase 2:
Resource Planning

Undertake an Analysis of What Needs Can Be Met based on Current and Planned Resources

Phase 3:
Outreach

Communicate Current and New Transportation Programs

NATIONAL RESOURCE CENTER *for* HUMAN SERVICE TRANSPORTATION COORDINATION

NRC

Military Community Overview

- Active Duty
  - Wounded Service Members
  - Wounded Warrior Families
  - Other Service Families
- Veterans
  - Veterans with Disabilities
  - Low Income/Homeless Veterans
  - Student Veterans

VTCLI TA: Some Next Dates & Steps

- **By Aug 31, 2012:** VTCLI national team will assign TA facilitators to individual sites
- **By Sep 30, 2012:** Each TA facilitator will have made initial contact with VTCLI project site
- **By Oct 31, 2012**, and at least once each subsequent calendar quarter: TA facilitator to connect with VTCLI project site, gauge progress, follow up on completed/progressing TA, assess needs, and recommend next TA actions

VTCLI TA: Specific TA Strategy – public website

In general, the www.fta.dot.gov/veterans website is the one-stop source for information on inclusion of veterans and military families in coordinated public transportation, as well as for "public" information of and about VTCLI projects

Content includes:

- Links to One-Call Toolkit and related documents
- Technology Deployment checklist and related materials
- Guide to Engaging Your Military Community
- Bookshelf on research & literature related to transportation for veterans, service members and military families
- Material on operating funds, coordinated planning, etc.
- General information on VTCLI, its partners and its projects

VTCLI TA Specific TA Strategy – private on-line shared workspace

General approach: As part of the DOL-hosted "ePolicyWorks" Internet platform, this will function like a private website with content very specific to VTCLI and its projects. The purpose of this is to help sites better understand and carry out their own projects, to facilitate peer-to-peer exchange and enable sites to learn from each others' experiences, and to help keep FTA and TA partnership abreast of sites' focuses and progress

Content may include:

- Maps and other visually presented data for VTCLI
- Abstracts of VTCLI projects
- Sites' reports on progress and/or technical assistance
- Site-specific information not appropriate for mass distribution
- Opportunity to address and share issues, topics of concern

New Collaboration Tools for Sites' Use

In Spring 2013….

- We will provide you with a template and technical assistance to establish your own local collaborative workspaces for your stakeholders.
- We will provide you with a template and technical assistance to establish local online dialogues that will assist you to reach out to the broader community.

Closing Words on VTCLI Technical Assistance

Our technical assistance is built around the idea of single points of contact for each VTCLI grantee. The team, however, brings a spectrum of skills, and we work together to match these skills to VTCLI grantees' needs.

- National Resource Center for Human Service Transportation Coordination (NRC), www.NRCtransportation.org
- American Public Transportation Association, www.APTA.com
- Armed Forces Services Corporation, www.AFSC-USA.com
- Easter Seals, www.projectaction.org, www.seniortransportation.net
- Harman Consulting
- Joblinks Employment Transportation Center, www.SolutionsToGetThere.org

NATIONAL RESOURCE CENTER for HUMAN SERVICE TRANSPORTATION COORDINATION NRC

For more Information on our VTCLI Technical Assistance?

Contact…..

Chris Zeilinger, Director, National Resource Center for Human Service Transportation Coordination

Email: zeilinger @ ctaa.org

Phone: 202.250.4108

NATIONAL RESOURCE CENTER for HUMAN SERVICE TRANSPORTATION COORDINATION

NRC

VTCLI website: www.fta.dot.gov/veterans

Application/Obligation questions to FTA Regions

All other questions to Erik Weber:

Erik.Weber@DOT.gov

202-366-0705

Escambia County
Clerk's Original

09/04/2014 / CARII - 11

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN SANTA ROSA COUNTY AND ESCAMBIA COUNTY FOR FEDERAL TRANSIT ADMINISTRATION GRANT FUNDING

This Amendment to Interlocal Agreement (hereinafter "Agreement") is made and entered into this 4th day of September, 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.

Date: 09/09/2014 Verified By: MA Lieb

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, on or about July 11, 2013, the Parties previously entered into an Interlocal Agreement establishing the conditions, extent, and mechanism whereby the Parties agreed to cooperatively utilize Veterans Transportation and Community Living Initiative (VTCLI) grant funding in the amount of $222,387 from the Federal Transit Administration (FTA), Department of Transportation (DOT), for eligible projects and expenditures; and

WHEREAS, in accordance with Chapter 427, Florida Statutes, and applicable federal regulations and requirements, Escambia County and Santa Rosa County are designated planning areas now served by separate Community Transportation Coordinators (CTC) to coordinate community transportation services for citizens within the counties; and

WHEREAS, the Parties hereto find that it is in the best interest of the public to amend certain provisions of the Interlocal Agreement relating to the Use of Funding.

NOW THEREFORE, it is mutually agreed that the parties enter into this Amendment to the Interlocal Agreement dated July 11, 2013, subject to the terms and conditions recited below:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.

2. That Section 5, "Use of Funding," is amended as follows:

Section 5. Use of Funding. ~~VTCLI grant funding shall be utilized to purchase updated scheduling software and equipment for the existing one-call/one-click center operated by the CTC serving Escambia and Santa Rosa in order to provide more efficient, cost-effective community transportation service within the two county area.~~

a) Escambia County will utilize VTCLI grant funding to acquire:

1. Interactive Voice Response Module and hardware in the amount of $130,387

b) Santa Rosa County will utilize VTCLI grant funding to acquire:

1. Automated Scheduling Software in the amount of $53,500
2. Mobile data terminals and hardware in the amount of $38,500

3 That the parties hereby agree that all other terms and conditions of the Interlocal Agreement dated July 11, 2013, not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. 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 matter which is a subject of this Agreement shall be in the County of Escambia.

5. That 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 it did not contain such invalid or unenforceable portion or provision.

6. That this Amendment to the Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the Parties, the County shall be responsible for such filing.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/12/14

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: _____
Lumon J. May, Chairman

Date: 9/4/2014

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: 09-04-2014

By: _____
Deputy Clerk

(Seal)

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: _____
Jim Melvin, Chairman

Date: September 25, 2014

ATTEST: Don C. Spencer
Clerk of the Circuit Court

BCC Approved: 9/25/14

By: _____
Clerk

(Seal)

AGREEMENT FOR AUTOMATED DEMAND RESPONSE TRANSPORTATION MANAGEMENT SYSTEM PD 14-15.002

THIS AGREEMENT is made this _____ day of _____, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and CTS Software, Inc. (hereinafter referred to as "Contractor"), a for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 56-1841254, and whose principal address is 722 Cedar Point Blvd., Box 14, Cedar Point, North Carolina 28584.

WITNESSETH:

WHEREAS, on November 10, 2014, the County issued a Request for Proposals (PD 14-15.002) seeking qualified contractors for the design, implementation and maintenance of an Automated Demand Response Transportation Management System; and;

WHEREAS, in response to the solicitation, Contractor submitted a proposal demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Term. This Agreement shall commence as of the effective date and continue for a term of one (1) year. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in the Scope of Work provided as part of Escambia County's Request for Proposals for Automated Demand Response Transportation Management System, Specification No. P.D. 14-15.002, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. County shall pay Contractor in accordance with the Contractor's Cost Proposal, provided as part of the Contractor's Proposal attached hereto as

Exhibit "B". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for materials purchased through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: CTS Software, Inc.
Attention: Adam Fox
722 Cedar Point Blvd., Box 14
Cedar Point, North Carolina 28584

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the Federal Transit Administration's Federally Required and Other Model Clauses.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and

obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

CONTRACTOR:
CTS SOFTWARE, INC.

_____
By: Adam Fox, Vice President

ATTEST:

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 2/27/15

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSAL

Automated Demand Response Transportation Management System

Solicitation Identification Number PD 14-15.002

Proposals Will Be Received Until: **2:00 p.m. CST, Tuesday, December 2, 2014**

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591
Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM

Board of County Commissioners
Steven L. Barry, Chairman
Grover C. Robinson, IV, Vice Chairman
Lumon J. May
Wilson B. Robertson
Doug Underhill

From:
Claudia Simmons
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
Automated Demand Response Transportation Management System
SPECIFICATION PD 14-15.002

HOW TO SUBMIT YOUR PROPOSAL:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late proposals will be returned unopened.

* ***Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents***

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- Proposal
  - Technical (as described beginning on page 28)
  - Solicitation and Offer Form, With Original Signature (pgs 1 - 4)
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL:

- Certification Of Primary Participant
- Buy America Certification
- Certification Regarding Lobbying
- Non-Collusion Affidavit
- Affidavit For Compliance
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements" (pg 17)
- Sworn Statement Pursuant To Section 287.133 (3)(A), Florida Statutes, On Entity Crimes (pgs 9 & 10)
- Drug-Free Workplace Form (pg 11)
- Information Sheet For Transactions And Conveyances Corporate Identification (pg 12 & 13)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- Placed your proposal with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- Certificate Of Insurance

HOW TO SUBMIT A NO PROPOSAL:

- If you do not wish to propose at this time, please remove the solicitation, offer and award form from the proposal solicitation package and enter no proposal in the **"REASON FOR NO PROPOSAL"** block, your company's name, address, signature, and return the solicitation, offer and award form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This Form Is For Your Convenience To Assist In Filling Out Your Proposal Only.

Do Not Return With Your Proposal

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Request for Proposals - Title Page
- Proposers Checklist
- Table of Contents
- Solicitation and Proposal Form
- Certification Of Primary Participant
- Buy America Certification
- Certification Regarding Lobbying
- Non-Collusion Affidavit
- Affidavit For Compliance
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part A	Summary
Part I	General Information
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Contractors
2-1	Proposal Format and Content
2-2	Introduction
2-3	Cost Proposal
2-4	Compliance Matrix
2-5	Experience and Qualifications
2-6	Understanding the Project
2-7	Methodology Used for the Project
2-8	Management Plan for the Project
2-9	Timeline
Part III	Criteria for Selection
Part IV	Scope of Work

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL

SOLICITATION AND OFFER FORM

SUBMIT OFFERS TO:
CLAUDIA SIMMONS
Chief, Purchasing
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32597-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA
Request for Proposal

Automated Demand Response Transportation Management System

SOLICITATION NUMBER: PD 14-15.002

SOLICITATION

MAILING DATE: **Monday, November 10, 2014**

PRE-BID/PROPOSAL CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m. CST, Tuesday, December 2, 2014** and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

REASON FOR NO OFFER: _____

VENDOR NAME: _____
CONTACT NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____) _____
EMAIL: _____
FAX NO.: (____) _____
TOLL FREE NO.: (____) _____

BID BOND ATTACHED $ N/A

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER (MANUAL)

***** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.***

Demand Response Software			
Licenses	**Quantity**	**Rates**	**Cost**
Demand Software Licenses		$	$
Reporting Package (If Required)		$	$
GIS Data		$	$
Sub Total			$

Demand Response Software			
Implementation	**Hours**	**Rates**	**Cost**
Project Management		$	$
Phase 0 - Initiate		$	$
Phase 1 - Design		$	$
Phase 2 - Build		$	$
Phase 3 - Educate		$	$
Phase 4 - Deployment		$	$
Phase 5 - System Acceptance		$	$
Sub Total			$
Travel	**Quantity**	**Rates**	**Cost**
Travel Expense		$	$
Sub Total			$
First Year Support and Maintenance			$
First Year Total			$
Second Support and Maintenance			$

Mobile Data - Vehicle Tracking			
Licenses	**Quantity**	**Rates**	**Cost**
MDC/AVL Software & Mobile Application Licenses		$	$
Sub Total			
Hardware	**Quantity**	**Unit Cost**	**Cost**
Mobile Data Hardware		$	$
Sub Total			
Implementation	**Hours**	**Rates**	**Cost**
Project Management		$	$
Phase 0 – Initiate		$	$
Phase 1 – Design		$	$
Phase 2 – Build		$	$
Phase 3 – Educate		$	$
Phase 4 – Deployment		$	$
Phase 5 - System Acceptance		$	$
Sub Total			$
Travel	**Quantity**	**Rates**	**Cost**
Travel		$	$
Sub Total			$
Installation	**Quantity**	**Rates**	**Cost**
Mobile Data Computer		$	$
Sub Total			$

Mobile Data - Vehicle Tracking	
Data Plan	$
Annual Cellular Data Plan	$
Sub Total	$
First Year Support and Maintenance	$
First Year Total	$
Support and Maintenance	$

Outbound IVR Notification System			
Licenses	**Quantity**	**Unit Cost**	**Cost**
Software / Module Licenses		$	$
Sub Total			$
Implementation	**Hours**	**Rates**	**Cost**
Project Management		$	$
Phase 0 – Initiate		$	$
Phase 1 – Design		$	$
Phase 2 – Build		$	$
Phase 3 – Educate		$	$
Phase 4 – Deployment		$	$
Phase 5 - System Acceptance		$	$
Subtotal			$
Travel	**Quantity**	**Rate**	**Cost**
Travel Expense		$	$
Sub Total			$
Outbound IVR Hardware / Service	**Quantity**	**Unit Cost**	**Cost**
Provide list of components (Attach additional pages, if necessary)			
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
Sub Total			$

Outbound IVR Notification System	
First Year Support and Maintenance	$
First Year Total	$
Support and Maintenance	$

Complaints, Accidents, Accommodations			
Licenses	**Quantity**	**Rates**	**Cost**
Module Licenses		$	$
Subtotal			$
Implementation	**Hours**	**Rates**	**Cost**
Project Management		$	$
Phase 0 – Initiate		$	$
Phase 1 – Design		$	$
Phase 2 – Build		$	$
Phase 3 – Educate		$	$
Phase 4 – Deployment		$	$
Phase 5 - System Acceptance		$	$
Subtotal			$
Travel	**Quantity**	**Rates**	**Cost**
Travel Expense		$	$
Subtotal			$
First Year Support and Maintenance			$
First Year Total			$
Second Year Support and Maintenance			$

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Bidder,_____, (insert name of company) 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 any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an UMTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE BIDDER, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

Subscribed and sworn to before me this__day of , 20___.

Notary Public in and for the State of _____, residing in _____

BUY AMERICA CERTIFICATION

The Bidder hereby certifies that it will comply with the requirements of Section 165(b)3 of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR Part 661.11.

Date_____

Signature _____

Title_____

OR

The bidder hereby certifies that it cannot comply with the requirements of Section 165(b)3 of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act and regulations in 49 CFR 661.7.

Date_____

Signature_____

Title_____

APPENDIX A, 49 CFR PART 20 - CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 making lobbying contacts to 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 undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C.§ 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. (Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, on his oath says that he is _____

that the bid above submitted is a genuine and not a sham or a collusive bid, or made in the interest of or on behalf of any person not herein named; and he further states that the said bidder has not directly or indirectly induced or solicited any other bidder for the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to self advantage over any other bidder or bidders.

SIGN HERE

Subscribed and sworn to before me this day of_____, 20___.

Notary Public in and for the State of _____, residing in _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **FloridaStatutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or

applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____
OR produced identification_____

_____
(Type of identification)

_____
Notary Public - State of_____

My commission expires_____

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc, is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____ **E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Consultant shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

(850) 488-9000 Verified by:_____ Date:_____

(Revised 9/18/09)

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
   - 5.01 **Taxes**
   - 5.02 **Discounts**
   - 5.03 **Mistakes**
   - 5.04 **Condition and Packaging**
   - 5.05 **Safety Standards**
   - 5.06 **Invoicing and Payment**
   - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
   - 9.01 **County Procedure on Acceptance of Gifts**
   - 9.02 **Contractors Required to Disclose any Gift Giving**
   - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

22. **Facilities**
23. **Distribution of Certification of Contract**
24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s)

Instructions to Offerors

General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 14-15.002, Automated Demand Response Transportation Management System, Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

CONDUCT OF PARTICIPANTS

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

AWARD

Award shall be made on an "all-or-none total" basis.

COUNTY INSURANCE REQUIRED

The contractor shall procure and maintain the following described insurance, except for

coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles, CPPO, CPPB, FCPM, FCN, FCCM
   Purchasing Coordinator
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

INDEMNIFICATION

Contractor agrees to save harmless, indemnify, and defend County and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to

whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

TERMINATION

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

TERMINATION (PUBLIC RECORDS REQUEST)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

PART A SUMMARY

Escambia County on behalf of Escambia and Santa Rosa Counties is requesting proposals from qualified companies for the design, implementation and maintenance of an Automated Demand Response Transportation Management System outlined in the scope of work. The service operates from 3:00 AM to Midnight six (6) days a week Monday through Saturday and medical Sunday. The coordinated service includes service in Escambia County. Escambia and Santa Rosa Counties will be the licensee for the software. Combined, the fleet is 32 Paratransit vans.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County on behalf of Escambia and Santa Rosa Counties is seeking the Professional Services of a qualified contractor to provide an automated demand response transportation management system that meets the specifications set forth in this request for proposals (RFP). As an option, if funding is available, Escambia and Santa Rosa Counties would like to invest in an Automatic Vehicle Location (AVL) and Mobile Data Computer (MDC) system utilizing commercially available off the shelf tablet hardware. Finally, as another option, should funding be available, Escambia and Santa Rosa Counties would like to invest in and outbound Interactive Voice Response System to facilitate day before reminder call, pre-arrival notifications, and floodgate messages. Escambia and Santa Rosa Counties is seeking a three year proposal to include a turnkey solution. At the end of three years the license shall be owned by jointly by Escambia and Santa Rosa Counties.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to provide an Automated Demand Response Transportation Management System that is most advantageous to the County.

It is expected that the technologies shall assist Florida Counties of Escambia and Santa Rosa in a variety of demand response management functions including, but not limited to:

1. Data collection, reporting and record keeping - reducing staff time and generating required reports,
2. Assisting staff to improve their performance - greater staff efficiency,

3. Greater customer convenience - rapid reservation process,
4. Assist the dispatcher in making decisions,
5. Vehicle Tracking - including reporting and record keeping,
6. Utilize program from multiple dispatch locations utilizing the same database via networking or preferably by web based application,
7. Automated report generation,
8. Maximum route optimization for better service.

1-3 ISSUING OFFICER

The project Director shall be Jack R. Brown, County Administrator. The liaison officer shall be Colby S. Brown, Division Manager, Public Works/Transportation and Traffic Operations. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a Lump Sum Contract after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, FCN, FCPM, PCPM, Purchasing Coordinator, Management & Budget / Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	Monday, November 10, 2014
Final Date for Questions	Wednesday, November 19, 2014
Date for Responses to Questions	Monday, November 24, 2014
Receipt of proposals	2:00 p.m. CST, Tuesday, December 2, 2014
Proposal Review/Short Listing	Tuesday, December 16, 2014
Discussions / Ranking Meeting	Wednesday, January 10, 2015
1st Negotiations Meeting	Wednesday, January 14, 2015
2nd Negotiations Meeting, if required	Tuesday, January 20, 2015
Board of County Commissioners approval	Thursday, February 5, 2015

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) Original and Five (5) CD's of the proposal shall be required with the original having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. The vendor shall print or type the business name and manually sign the schedule.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern
(c) Alternate proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Vendors will not include Federal taxes or State of Florida sales tax in proposal prices since Escambia and Santa Rosa Counties is exempt from payment of such taxes.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION (TAB A)

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's

failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 COST PROPOSAL (TAB B)

SOLICITATION AND OFFER FORM (with original signature)

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

2-4 COMPLIANCE MATRIX (TAB C)

2–5 EXPERIENCE AND QUALIFICATIONS (TAB D)

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] include any professional designations and affiliations, certifications and licenses, etc.,
[d] location(s) where work will be performed,
[e] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed

Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.

Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.

Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years.

2–6 UNDERSTANDING OF THE PROJECT (TAB E)

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Vendors are required to submit proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the County shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the County or the compensation to the vendor.

(c) Vendors are advised that County contracts are subject to all legal requirements provided for in the County, State and Federal Statutes.

2-7 METHODOLOGY USED FOR THE PROJECT (TAB F)

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-8 MANAGEMENT PLAN FOR THE PROJECT (TAB G)

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-9 TIMELINE (TAB H)

Bids must include a detailed project timeline and outline of major tasks, and staff assigned for each category of the scope of work described herein.

PART III CRITERIA FOR SELECTION

Qualifications and experience	25%
Project cost	35%
Project time-line	5%
Project design and methodology including technical approach and understanding of the scope of the project	20%
References	15%

PART IV SCOPE OF WORK

Introduction

Board of County Commissioners of Escambia County on behalf of Escambia and Santa Rosa Counties is using a set of principles to guide this procurement. These principles are seen throughout the RFP and must be addressed by the proposing offerors. These principles are as follows:

- **Proven Technology, Products, and Services** – Florida Counties of Escambia and Santa Rosa is interested in purchasing proven technologies and contracting with companies with excellent track records.

- **Florida Counties of Escambia and Santa Rosa desires an integrated system** – Florida Counties of Escambia and Santa Rosa is interested in purchasing technologies (as needed), and the related services that shall ensure a fully functioning set of technologies meeting the required specifications. The contractor shall be responsible for all aspects of the installation including the actions of all subcontractors.

- **Support of Products** – Florida Counties of Escambia and Santa Rosa considers support of the product to be as important as the product itself. The contractor shall be held to a high standard as is specified in the RFP.

- **Performance/Functional Specifications** - This scope of services allows for flexibility in developing a proposal. The focus of the procurement is on performance specifications. The offeror is frequently requested to use their best judgment (and explain in detail their approach) in meeting the specifications of this RFP.

Work to be performed by Contractor

The contractor shall provide integrated technology for Florida Counties of Escambia and Santa Rosa. The contractor shall do the following:

1. Supply proposed products
2. Provide data export of Santa Rosa County and Escambia County
3. Conduct detailed training of all Florida Counties of Escambia and Santa Rosa and subcontractor
4. Provide manuals/training guides for Florida Counties of Escambia and Santa Rosa staff persons
5. Ensure successful implementation as required in this RFP within the required timeframe.
6. Provide on-going support/cooperation with Florida Counties of Escambia and Santa Rosa
7. Initial setup of reports
8. Export current client and address data from existing software and import into new software.

Work to be performed by Florida Counties of Escambia and Santa Rosa

Florida Counties of Escambia and Santa Rosa shall be required to be actively involved in the installation/implementation of the technology. This includes:

1. Provide work space for the contractor
2. Provide access to office space, and any other locations as needed by the contractor
3. Provide the necessary computers
4. Ensure that staff is available for training
5. Provide data entry for data in hard copy format, assuring accuracy of the information
6. Provide proper implementation support

Functional Specifications - Automated Demand Response Transportation Management System.

RESPOND TO ALL ASPECTS OF THE FUNCTIONAL SPECIFICATIONS THAT FOLLOW. Include a copy of the offeror's software and hardware licenses for the prime and subcontractors for the software, and data entry device.

Florida Counties of Escambia and Santa Rosa shall utilize proven technologies and products. The Functional Specification is for an Automated Demand Response Transportation Management System.

The software must be able to meet the specifications described below in the Compliance Matrix. The text describes the required software system functions. Each function must be fully integrated into **Florida Counties of Escambia and Santa Rosa** to allow for maximum flexibility. Florida Counties of Escambia and Santa Rosa requires a product that is based in the Windows format. The contractor must keep up with the latest appropriate version of Windows.

The following functional specifications are those required by Florida Counties of Escambia and Santa Rosa. Each **offeror must address their capability to meet each of these specifications.**

Any deviations from the specifications or exceptions must be clearly noted in section 7 of your proposal. Florida Counties of Escambia and Santa Rosa shall entertain other options and recommendations if they can improve upon the current requirements.

COMPLIANCE MATRIX

Scope of Work	Yes/No	Comments
Technical Requirements, the system must:		
1. Utilize an industry standard Relational Database Management System (RDBMS) for its relational database		
2. Utilize an industry standard computerized Geographic Information System (GIS) mapping system that can use commercially available geographic information datasets		
3. Reduce repetitive data entry by using table- lookups		
4. Be able to convert existing passenger and subscription (standing order) data from		

Scope of Work	Yes/No	Comments
current system to minimize data entry requirements		
5. Manage demand response with the ability to scale system to manage fixed route system within a single integrated application and database		
6. Feature hosted architecture		
7. Offer multi-user functionality		
8. Support military time or a.m. / p.m. time format		
Security, the system administrator must be able to:		
9. Define the users and their job functions		
10. Define permissions for windows, window functions and reports by job function		
Report Generation, the user must be able to:		
11. Create ad hoc reports, with the use of an industry-standard ad hoc report writer		
12. Initial setup for NTD S-10 reports		
User Documentation, the system must provide:		
13. On-line user documentation in a ".pdf" file format		
14. Context sensitive on-line help		
15. Website with computer based tutorials		
System Administrator Module, the system administrator must be able to:		
16. Define possible mobility types and passenger types		
17. Define mobility aids (e.g. wheelchair, ambulatory, oversize WC) and their corresponding loading / unloading delays and seat requirements		
18. Define what constitutes a "late cancellation"		
19. Define fare types (e.g. adult, child) and corresponding fare amounts		
20. Define fare payment methods such as cash and ticket		
21. Specify billing agencies including name, address, contact name and phone number		
22. Set a default fare, which can be overridden at booking time		
23. Define eligibility types		
24. Define trip purposes		

Scope of Work	Yes/No	Comments
25. Define onboard factors and pickup and drop- off early/late windows by trip purpose		
26. Define billing codes and rules specifying the percentage of the fare to be billed to each party		
27. Define different rates for each service provider based on Passenger Type, Service Area Mobility Aid, Billing Code and/or Trip Code. The user must be able to specify whether the corresponding billing calculation can be based on Rate per Mile (with a minimum mileage, administrative fee and additional fee) or Flat Rate. Each Service Provider must be able to have multiple Service Provider Rates	.	
Customer Management, the user must be able to:		
28. Create an unlimited number of passengers		
29. Create a unique passenger identification number		
30. Maintain the passenger's name, address and telephone numbers, gender, date of birth and Social Insurance Number/Social Security Number		
31. Maintain the passenger's mobility aids and disabilities		
32. Maintain the passenger's registration status (i.e. active/inactive) and type		
33. Maintain trip notes that display on driver manifests (paper and electronic) and during booking		
34. Maintain passenger notes that display during booking		
35. Provide totals of trips booked, unscheduled, cancelled and no-shows		
36. Provide date of last trip		
37. Maintain the registration start, end and review dates		

Scope of Work	Yes/No	Comments
38. Maintain scheduling information such as attendants, special loading, pickup and drop- off requirements and travel restrictions (e.g. travel time, vehicles, drivers and trip purpose)		
39. Maintain funding information such as eligibility codes and ADA eligibility categories		
40. Maintain medical information such as medical condition, home attendants, medical waivers and Medicaid information		
41. Maintain contact names, addresses and telephone numbers		
42. Maintain mailing addresses		
43. Maintain a history of suspensions		
44. Allow the use of ad hoc fields		
45. Maintain the passenger's e-mail address		
46. Maintain an audit log of each change to the passenger's record, including the date, user's name and reason for the change		
47. Have multiple passenger records open simultaneously		
48. Print detailed lists and summary reports of passengers		
49. Print lists and mailing labels of passengers, filtered by registration status (i.e. active, inactive) and / or service area		
50. Print lists and mailing labels of passengers with review dates approaching		
GIS Map, The user must be able to:		
51. View trip starting points and destinations on the GIS map		
52. View specified locations (e.g. City Hall) on the GIS map		
53. View the street name or address of a location		
54. Geocode new locations automatically or manually, when required		
55. View scale dependent map layers		
56. Zoom in and out, move around the map and return the map to its original size and location		

Scope of Work	Yes/No	Comments
57. Update the map when required (no less than one update per year)		
58. Natively support Google Maps within the application for address verification and AVL playback		
Scheduling Module and Parameters, the system administrator must be able to define:		
59. The default window of time around the passenger's trip time that the trip can be scheduled		
60. The default driving speed		
61. The percentage of the average speed a vehicle is likely to achieve for stops within certain distances.		
62. Speed by time of day		
63. The number of days that the scheduler will book trips in advance		
64. The maximum length of time that a passenger should be on a vehicle for a single trip		
65. The number of attendants that can travel with a passenger without paying a fare		
66. Whether attendants can stand on a vehicle when all seats are occupied by eligible passengers		
67. The default fare		
68. Ability to create user defined scheduling profiles (ie. Monday vs. Wednesday) profile of scheduling parameters)		
69. Rules for weighting trip candidates for trip insertions		
70. How soon before and after the targeted trip time that the trip insertion routine can search for possible trip candidates		
71. The maximum amount of time a Passenger should spend on a vehicle using a ratio of actual travel time to direct travel time		
72. Vehicle priority for scheduling purposes		
73. Ability to set up unlimited scheduling engine profiles (ie. Monday profile and Wednesday profile)		
Reservations Module, The user must be able to:		
74. Create demand and subscription bookings		

Scope of Work	Yes/No	Comments
75. Find the passenger via passenger identification number or passenger name		
76. Specify the number of companions accompanying the passenger on a Demand or Subscription trip		
77. Specify the number of attendants accompanying the passenger on a Demand or Subscription trip		
78. View all other trips for that passenger during the initial phase of the booking process		
79. Book a demand trip in one minute, while the passenger is on the phone		
80. Manually assign the booking to a specific vehicle or let the system find the best vehicle for the trip		
81. Lock the trip on a route to prevent the vehicle assignment from changing during batch scheduling		
82. Select pick up locations and destinations from those previously used by the passenger		
83. Select new locations from those used by other passengers by entering the full or partial address or place name information		
84. Create and geocode a new location. Locations must be able to contain an address, apartment number, place name (e.g. Medical Centre), city, zip/postal code, telephone number and a note.		
85. Set the return trip locations in one step		
86. Mark the trip as a priority for special treatment in the batch scheduling process		
87. Target the pickup time or drop-off time or both.		
88. View passenger alerts and special instructions while creating the booking		
89. Record a trip authorization number for the demand or subscription trip		
90. Book a monthly recurring trip such as "the first Monday of each month"		
91. Enter a start date and an end date for the subscription trip or leave it open-ended		

Scope of Work	Yes/No	Comments
92. Add non-recurring additions to the subscription		
93. Enter cancellations for specific dates so that trips will not be created on these dates		
94. Modify subscription trips for the future		
95. Modify the subscription and specify when the change is to be effective		
96. Create a trip that crosses or starts after midnight.		
When a booking is created, the system must:		
97. Default the mobility aid, number of attendants, early/late allowances, number of companions and loading delays to the passenger's information		
98. Determine the appropriate billing code(s) based on the trip purpose and the passenger's funding information, such as eligibility, Medicaid and ADA eligibility		
99. Warn the user if the passenger's review date has passed		
100. Warn the user if the passenger is suspended		
101. Warn the user if the trip is inconsistent with the passenger's travel restrictions		
102. Calculate and display the passenger's fare based on the billing code selected		
103. Calculate and display the actual distance of the trip		
104. List the billing codes for which the passenger is eligible		
105. Prevent the user from booking a trip if the vehicle is not available at the time of the trip or if the vehicle is not equipped with appropriate seating for the passenger		
106. Identify the best trip candidates (i.e. vehicles) during the demand booking process and rank them according to user-definable weight factors, if the user does not manually assign the trip to a specific vehicle		
107. Allow the user, once a vehicle has been selected, to review the completed trip before booking		

Scope of Work	Yes/No	Comments
108. Display the early and late window at the time of booking, based on user-definable defaults, but allow the user to override them		
Trip Insertion, the system must:		
109. Allow the user to insert a trip into an existing schedule, using the maximum trip time and 'on-board factor' (i.e. the amount of time the passenger can travel relative to the direct travel time of the trip) constraints		
110. Allow the user to override or modify these constraints during the trip insertion process		
111. Compile a list of alternate trip times and vehicles without reorganizing the entire schedule		
Route Optimization, The system must be able to re-schedule the trips in a batch format that will:		
112. Optimize the schedule according to the criteria specified.		
113. Minimize travel time		
114. Minimize non-revenue time		
115. Look for available times within the default drop-off and pickup time window		
116. Add the loading/unloading delays for the passenger to the travel time		
117. Assign priority and wheelchair assignments first		
118. Consider the maximum onboard factor		
119. Calculate estimated vehicle time using estimated distance, average speed, speed by distance, speed by time of day		
120. Comply with vehicle capacities and passenger requirements		
121. Find optimal times for driver breaks, within the shift break rules		
122. Allow the user to exclude certain trips from the process		
123. Allow the user to exclude certain routes/vehicles from the process		

Scope of Work	Yes/No	Comments
124. Allow the user to eliminate one or more routes/vehicles due to slow demand, vehicle problem, etc., and assign previously assigned trips to other routes		
125. Display statistics for the schedule, including the number of scheduled and unscheduled trips		
126. Display statistics for each vehicle, including:		
a. Vehicle hours		
b. Miles		
c. Number of Trips		
d. Passenger per Vehicle per Hour (PPVH)		
e. Average Miles per Hour		
f. Average Ride Time		
g. Number of Wheelchair and Walker Spots		
127. **Be performed in less than 10 minutes, The user must be able to:**		
128. Override the default average speed, speed by distance, speed by time of day and on-board factor for the batch		
129. Run the batch scheduler as many times as required		
130. View the Summary and Details of the batch before committing the schedule		
131. Save the parameters and schedule and load it later to view again or to compare to another schedule.		
132. Implement the optimized schedule in less than a minute		
Dispatch Module, the user must be able to:		
133. Create unlimited customized data views in dispatch that can easily sorted and grouped by the end user		
134. Ability to create filters and color code customized actions (ie. No shows)		
135. Ability to create real time alerts from dispatch that can automatically be sent to tablet, smartphone, email, or text without user intervention		

Scope of Work	Yes/No	Comments
136. View trips for a particular passenger, vehicle or taxi, travel group and/or passenger group		
137. View trips in order of pickup time, drop-off time, passenger ID, pickup location or drop-off location		
138. View a route in trip order, stop order or graphically on a map		
139. View trips that require driver notification		
140. View trips of a certain trip type such as driver events, demand trips and/or subscription trips		
141. View trips of a certain status such as scheduled, cancelled, no-show, moved, will call, etc.		
142. View modified trips only		
143. View trips with companions or attendants		
144. View the targeted trip time (i.e. pickup or drop- off or both)		
145. Quickly access passenger information, such as phone number and contact information via quick lookup feature		
146. Modify trip details after the trip has been booked		
147. Add, view, edit and/or delete a dispatch note for a particular trip		
148. Reschedule a trip		
149. Mark a trip as a no-show		
150. Rebook a will call		
151. Rebook a trip that was marked as 'cancelled' or 'no-show'		
152. Cancel a trip		
153. Delete a trip		
154. Move one or more trips to a different vehicle with drag and drop functionality		
155. Add a shift for the day		
The system must be able to:		
156. Distinguish between early and late cancellations		
157. Track modifications made to a trip including what was changed, when and by whom		

Scope of Work	Yes/No	Comments
Trip Reconciliation, the user must be able to enter actual trip details and other information after the trip date, including:		
158. The actual pickup and drop-off time for a trip		
159. The fare collected and the payment method (i.e cash or ticket) for a trip		
160. The pickup and drop-off mileage for a trip		
Billing, the system must be able to:		
161. Calculate the dollar amount charged to each funding source based on the billing code rules, the fare amount and the co-pay amount, if any		
162. Print the passenger portion of the fare on Driver Sheets		
163. Create a report listing the amounts owed by each client or contract.		
American with Disabilities Act (ADA), the user must be able to:		
164. Specify a passenger's ADA Category (i.e. 1, 2 or 3)		
165. Specify whether a passenger's eligibility is permanent or temporary, and if temporary, enter a start date, end date and note		
166. Specify an ADA Billing Code for ADA eligible passengers when booking trips		
The system must be able to:		
167. Determine trip eligibility, based on the Passenger's ADA Category, their trip locations, and temporal constraints		
Operational and Management Reports, the system must include the following reports:		
168. Daily total of subscription trips, demand trips, trips involving wheelchairs, walkers and/or attendants, no-shows, cancellations and unscheduled trips		
169. List of trips, including the date, passenger, billing code and trip purpose		
170. Total of trips taken by trip type (e.g. subscription, demand) and those involving wheelchairs, walkers, attendants and other		
171. Total of no-shows and cancellations by trip type (e.g. subscription, demand) and trip purpose		

Scope of Work	Yes/No	Comments
172. List of all unscheduled trips, including the passenger's name and trip details		
173. Total of unscheduled wheelchair and ambulatory trips by time of day, day of the week and trip purpose		
174. Vehicle productivity statistics		
175. Total, by Billing Code, of non-ambulatory and ambulatory trips, escorts, no-shows and cancellations for the specified period and fleet		
176. List of no-shows for the specified period, including the passenger's name and no-show count (by subscription and demand trip)		
177. List of early cancellations, for the specified period, including the passenger's name and cancellation count (by subscription and demand trip)		
178. List of late cancellations, for the specified period, including the passenger's name and cancellation count (by subscription and demand trip)		
179. Combined list of early and late cancellations		
180. List of trips by passenger, for the specified period, including the pickup and drop-off time and address, fare and billing code		
181. Summary, for the specified month, of the budget, actual funds used, estimated funds to be used (if mid-month) and remaining funds		
182. Driver Sheets		
183. List and summary of trips by Billing Code, filtered by Report Period, Billing Code and Trip Status (e.g. scheduled, no show, cancelled)		
184. List and summary of trips by Agency filtered by Report Period, Agency and Trip Status.		
185. List and summary of trips by Service Provider filtered by Report Period, Service Provider and Trip Status.		

Scope of Work	Yes/No	Comments
186. System must have an wizard driver report writer that is natively built into the application and provides access to all database information.		
The user should be able to:		
187. Export trip information directly from the application, such as number of trips, total fare, total mileage, billed mileage, etc., using a variety of filters, for import into a billing system, word document, spreadsheet, report writer or other third party application for further use.		
Diver Management Module, the user must be able to:		
188. Define possible employee statuses, types, positions and skills		
189. Maintain information on employees such as:		
a. ID Number		
b. Name		
c. Address		
d. Phone Number		
e. Start Date		
f. End Date		
g. License Information		
h. Birth Date		
i. Gender		
j. E-mail Address		
k. Extra Fields		
l. Notes		
190. Track training courses that the employee has completed, including the name of the course, the instructor's name, hours, date and expiry date, if applicable.		
191. Track contacts for the employee including their name, telephone number, address and contact type.		
Vehicle Management Module, the user must be able to:		
192. Define possible vehicle statuses, types and garage locations		

Scope of Work	Yes/No	Comments
193. Create groups of vehicles (i.e. vehicle pools) to prioritize the order of trip assignments, so that owned vehicles can be booked before contractors and taxis		
194. Assign a vehicle to a service or funding source (i.e. ADA)		
195. Maintain vehicle information such as:		
a. Name		
b. Vehicle Identification Number		
c. Seating Capacity		
d. Typical Loading and Unloading delays		
e. Ownership Information		
f. Status		
g. Year, Make and Model		
h. Assigned Garage		
i. Maintain Fuel records including date, gallons, fuel cost and odometer reading		
Mobile Data Terminal (MDT) Module, the system must be able to:		
196. Allow dispatchers to move seamlessly between all major components of the system without having to turn off or exit from other major components. Dispatchers must be able to perform multiple tasks, for example: continue to monitor vehicle schedules and locations while scheduling a new demand response trip request or while searching for individual vehicle location to respond to a customer information request.		
197. Support Mobile Data Terminals (MDTs) via an interface that is independent of a particular equipment supplier or a particular method of communication		
198. Mobile Data Computer must be readily available in local commercial retail outlets for ease-of-repair/replacement needs and must be portable and easily removed from the vehicle for overnight storage, to perform pre- and-post inspections and to utilize the devices built-in camera to create incident reports.		

Scope of Work	Yes/No	Comments
199. Communicate trip details to the driver through the MDT to eliminate the need for paper driver manifests and to facilitate the communication of last-minute schedule updates.		
200. Receive and maintain odometer readings and time stamps Odometer reading must be capable of carrying over.		
201. Utilize a commercially available turn-by-turn Navigation platform with real-time traffic updates.		
The dispatcher must be able to:		
202. Send messages to individual drivers, a group of drivers, or all drivers using user-definable canned messages or by entering free text messages		
203. Communicate cancellations or trip additions to the driver to eliminate radio traffic or manual writing of trip information on paper manifests.		
The driver must be able to:		
204. View a list of upcoming stops on the MDT		
205. Select a trip and view detailed trip information such as trip notes and mobility aids		
206. Communicate pickups, drop-offs, no-shows and fare collections to the dispatcher through the MDT to eliminate the need for drivers to write such information on their driver manifests and for manual reconciliation and verification by office staff		
207. Send a pre-defined message to the dispatcher via the MDT to save driver time and reduce radio traffic		
208. View and respond to messages sent by the dispatcher. Ability to respond via yes/no or simply acknowledge messages received from dispatch.		
Automatic Vehicle Location (AVL) Module, the system must be able to:		
209. Receive vehicle location data at frequent intervals, including the vehicle's location, speed, direction and the time of data capture		

Scope of Work	Yes/No	Comments
210. Maintain the vehicle status with respect to in- contact or out-of-contact		
211. Store all communications and vehicle activity on the device when vehicle is out of coverage and then forward information to/from dispatch/MDT when vehicle gets back in coverage.		
The user must be able to:		
212. View vehicle location, speed, direction and status on the GIS Map		
213. View historical vehicle information on the GIS Map by selecting the particular vehicle, schedule date and time		
Schedule Adherence, the system must be able to:		
214. Create customized alert for the management and dispatch personnel		
215. Calculate, display and store the number of minutes late for a particular pickup or drop-off		
216. Alert the dispatcher to late pickups and drop- offs if the late minutes are greater than the user-definable threshold		
217. Estimate the time of arrival of upcoming stops based on the actual data that is being collected and warn the dispatcher if the estimated time of arrival of upcoming trips will be outside of their acceptable scheduling windows		
218. Disable late alerts and reporting when the vehicle is out-of-contact		
The user must be able to:		
219. Disable late alerts and reporting in case the communication system goes down		
Outbound Interactive Vouce Response (IVR) Module		
220. Allow the passenger to obtain information on their existing trips via outbound notifications without the assistance of an agent		
221. Allow the passenger to cancel or confirm a trip over the telephone without the assistance of an agent		

Scope of Work	Yes/No	Comments
222. Deliver pre-arrival notifications via phone or email to passengers when the vehicle is a defined time period from the passenger pick-up (i.e. Notify passenger vehicle is 10 minutes away)		
223. Automatically contact all passengers or a group of defined passengers to deliver floodgate messages about service changes, inclement weather, etc.		
The user must be able to:		
224. View trips that have been confirmed and cancelled via IVR		
Incidents, Accidents and Complaints Module		
225. Define possible incident types and reporting methods		
226. Maintain incident information, including the:		
a. Incident type		
b. Date and time of the incident		
c. Description of the incident		
227. Reported date and time (system generated)		
a. Reporting method		
228. Trip information such as Route Number, Vehicle Number, Scheduled Pickup Time and Location		
a. Driver involved		
b. Dispatcher that received the report		
c. Passenger		
d. Third parties or witnesses to the incident		
229. Define a list of reviewers and resolvers for each incident type		
230. View a list of incidents that require review		
231. View comments entered by other reviewers		
232. Review the incident and add reviewer comments		
233. View a list of incidents that require resolution or escalation		
234. View comments entered by other reviewers and resolvers		

Scope of Work	Yes/No	Comments
235. Review the incident and add resolver comments		
236. Print detailed and summary reports of incidents matching certain criteria		

Synopsis

This document provides detailed technical and functional requirements for a fully automated demand-responsive scheduling and dispatch system.

The software solution must consist of modules that allow the property to select/add modules as required.

The following modules must be provided as part of the standard system:

1. General system features (Security, Report Generation and User Documentation)
2. System Administrator Module
3. Customer Management Module
4. Vehicle Management Module
5. Driver Management Module
6. ADA (Americans with Disabilities Act) Management
7. Reservations Module
8. Scheduling Module
9. Dispatch Module
10. Mobile Data Terminals (MDT) Module
11. Automatic Vehicle Location (AVL) Module
12. Outbound Interactive Voice Response (IVR) Module

The following modules must be available as options:

13. Incidents, Accident, and Complaints Module

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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213 PALAFOX PLACE - 2nd Floor, Pensacola, FL 32502
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http://www.myescambia.com/

CLAUDIA SIMMONS, CPPO
Purchasing Manager

November 25, 2014

To: All Known Proposers

ADDENDUM NUMBER 1:

Re: **Specification Number: PD 14-15.002, Automated Demand Response Transportation Management System**

Proposers:

We recently publicly noticed a Request for Proposals on the above referenced specification.

This Addendum #1 provides for the following:

Opening Date Changes

Proposals Will Be Received Until:
2:00 p.m. CST, Tuesday, ~~December 2, 2014~~ December 9, 2014

This Addendum Number 1 is furnished to all known Proposers. Please sign and return one copy of this Addendum, with your original signature, with your Proposal as an acknowledgment of your having received.

Sincerely,

Paul Nobles, CPPO, CPPB, FCPM, FCCM, FCN
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

PRN

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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CLAUDIA SIMMONS, CPPI
Purchasing Manager

December 2, 2014

To: All Known Proposers

ADDENDUM NUMBER 2:

Re: **Specification Number: PD 14-15.002, Automated Demand Response Transportation Management System**

Proposers:

We recently publicly noticed a Request for Proposals on the above referenced specification.

This Addendum #2 provides for the following:

Responses to questions posed as of November 18, 2014

1. **Question** - Compliance Matrix, Scope of Work #23. Define Eligibility Types.

   Response - Escambia Co currently has 3 types of eligibility. ADA, Non-Sponsored, & Medicaid

2. **Question** - Can Escambia County Florida please elaborate on this scope of work item?

   Response - ADA runs parallel/mirroring the ECAT Fixed Route System for days of service and times of service. Eligibility for ADA Paratransit is handled in house by the ADA Coordinator conducting physical and cognitive assessments as allowed. Normally this service is from 5:30am-6:30pm Monday through Friday and 6am-6pm on Saturday's. Currently there is no Sunday Fixed Route or ADA Paratransit service. This application process consists of an applicant information packet, a physician's verification form, and an in person interview – once completed determination could take up to 21 business days, but is normally completed sooner.

   Non-Sponsored aka Transportation disadvantaged is governed by the Local Commissioning Board comprised of individuals from the

community and local business. These board members normally work for or with organizations that employ or assist individuals who qualify by having no other means to transportation, cannot drive, or are over the age of 65. There is also a classification for this service that is income eligibility based. The hours for this service run 24hours a day Monday through Saturday. The funding for this service is controlled by the TD Board only allowing a certain amount of funding each month. Therefore these trips currently are a first come first serve basis.

Medicaid eligibility is controlled at the state level and only certain types of these trips are handled by the CTC. These times of service are controlled by the medical necessity of the trip. If it is out of town for a procedure then very early morning travels may be necessary or travel on Sundays to arrive for an early Monday appointment may be necessary.

All qualified applicants have the ability to be eligible for one or more of the above services.

3. **Question** - Can Escambia County Florida provide examples of eligibility types and the specifications of each?
   Response - Please see the response to question#1

4. **Question** - Compliance Matrix, Scope of Work #156. Distinguish between late and early cancelations.

   Response - A No Show is defined as a trip that is cancelled by the customer less than 2 hours before the scheduled pickup window is due to begin or the scheduled driver arrives within the pickup window and the passenger doesn't take the ride, doesn't come out within the scheduled driver's 5minute waiting time, or cancels at the door with the scheduled driver. With this definition, customers can be assessed a No Show for this trip and multiple No Shows can lead to a suspension of service, if a pattern of behaviors is established in the No Shows.

   A late cancellation is defined as a trip that is 24hours to 3hours before the scheduled trip time. These trips are tracked as well , to establish if a particular pattern exists. If one can be determined then penalties can be assessed, leading up to and including suspension of service.

   An early, also known as an advance, cancellation is a trip that is cancelled days before it is scheduled to a driver. This allows time for another individual to be scheduled into this now vacant time slot.

Letters will be mailed to customers after reports are run through the reporting modules to see the late cancels and no shows. This allows ECCT to notify the customers and allowing them to modify their behavior patterns before penalties are established.

5. **Question** - Can Escambia County Florida please elaborate on this scope of work item? What defines a late cancelation and what information is needed for billing and/or reporting, if any?

   Response - For late cancellations or No Shows there is no financial penalty assessed to the customer.

   Regarding the current billing for Escambia County, this is currently calculated by trip type – Ambulatory or wheelchair and by trip type mileage – Ambulatory mileage or wheelchair mileage. Reports must have the ability to be run by the day, week, month, or specific date range. All reports requested in the specific time frame are to include a breakdown of run/vehicle; revenue miles; non-revenue miles; total service miles; ambulatory or wheelchair miles; trip type totals; total passengers; guest count-if any; attendants; cancellations; No Shows; Revenue hours; Non-Revenue hours and passengers per revenue hour.

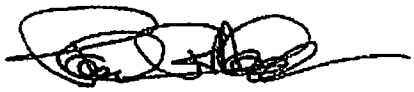
6. Question - What software is currently being used?

   Response

Santa Rosa County	CTS Software, Inc.
Escambia County?	RouteMatch TS version 6.1.

This Addendum Number 2 is furnished to all known Proposers. Please sign and return one copy of this Addendum, with your original signature, with your Proposal as an acknowledgment of your having received.

Sincerely,



Paul Nobles, CPPO, CPPB, FCPM, FCCM, FCN
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

PRN

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ESCAMBIA COUNTY, FLORIDA

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http://www.myescambia.com/

CLAUDIA SIMMONS, CPPO
Purchasing Manager

December 2, 2014

To: All Known Proposers

ADDENDUM NUMBER 3:

Re: **Specification Number: PD 14-15.002, Automated Demand Response Transportation Management System**

Proposers:

We recently publicly noticed a Request for Proposals on the above referenced specification.

This Addendum #3 provides for the following:

Responses to questions posed as of November 18, 2014

1. What would be the number of trips per day for Escambia County and Santa Rosa County?
2. Number of concurrent users (people using the system at the same time)?

1. **Question** - What would be the number of trips per day for Escambia County and Santa Rosa County?

Response -

Escambia County - Currently Escambia County Community Transportation (ECCT) is handling approximately 470 trips daily and there are approximately 275Medicaid trips that are initially dispatched by the HMO – Logisticare, who subcontracts these trips. Currently these are being handled by a different organization, who will no longer be in the transportation industry at the end of the month, therefore ECCT will possibly be absorbing these trips as well. Taking ECCT to a total of 740 in the very near future.

Santa Rosa County - Averages 75 trips a day

2. **Question -** Number of concurrent users (people using the system at the same time)?

Response -
Escambia County - 11
Santa Rosa County - Unknown

This Addendum Number 3 is furnished to all known Proposers. Please sign and return one copy of this Addendum, with your original signature, with your Proposal as an acknowledgment of your having received.

Sincerely,

Paul Nobles, CPPO, CPPB, FCPM, FCCM, FCN
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

PRN

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TELEFAX (850)595-4805
http://www.myescambia.com/

CLAUDIA SIMMONS, CPPI
Purchasing Manager

December 8, 2014

To: All Known Proposers

ADDENDUM NUMBER 4:

Re: **Specification Number: PD 14-15.002, Automated Demand Response Transportation Management System**

Proposers:

We recently publicly noticed a Request for Proposals on the above referenced specification.

This Addendum #4 provides for the following:

Opening Date Changes

Proposals Will Be Received Until:
2:00 p.m. CST, Tuesday, ~~December 2, 2014~~ ~~December 9, 2014~~ December 16, 2014

This Addendum Number 4 is furnished to all known Proposers. Please sign and return one copy of this Addendum, with your original signature, with your Proposal as an acknowledgment of your having received.

Sincerely,

Paul Nobles, CPPO, CPPB, FCPM, FCCM, FCN
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

PRN

Community Transit Systems Software, Inc.

Trip Master Enterprise Edition

This information is completely confidential to.....

For: 15 Vehicles 5 License

Software	Unit Price	Unit	Quantity	Amount
Automated Scheduling Software Interface	$22,850.00	Lot	1	$25,000.00
MDC - ParaScope Tablet Software Interface	$18,500.00	Each	1	$18,500.00
Interactive Voice Response System	$10,000.00	Lot	1	$10,000.00
			Software Total	**$53,500.00**

MDC - Tablet Hardware and Software	Unit Price	Unit	Quantity	Amount
MDC - ParaScope Tablet Application	$999.00	Each	15	$14,985.00
Samsung Galaxy Tablet	$100.00	Each	15	$1,500.00
Vehicle Mount	$175.00	Each	15	$2,625.00
Vehicle Charger	$40.00	Each	15	$600.00
Tablet Protective Case	$60.00	Each	15	$900.00
			MDC - Tablet Hardware and Software Total	**$20,610.00**

Services	Unit Price	Unit	Quantity	Amount
Additional Licensing (5 license included)	$1,000.00	Each	0	$0.00
Data Acquisition, Conversion and Install	$1,000.00	Lot	1	Included
CTS Software - Online Training	$1,000.00	Lot	1	Included
CTS Software - Onsite Training	$350.00	Day	8	$2,800.00
CTS Software - Travel Expenses	$2,500.00	Trips	2	$5,000.00
			Services Total	**$7,800.00**

Additional Monthly Maintenance and Support	Unit Price	Unit	Quantity	Amount
Vehicle Fee Base Fee	$5.00	Each	15	$75.00
Automated Scheduling Vehicle Fee	$5.00	Each	15	$75.00
ParaScope Tablet Vehicle Fee	$5.00	Each	15	$75.00
Interactive Voice Response Fee	$200.00	Each	1	$200.00
			Additional Monthly Maintenance and Support Total	**$425.00**
			Software and Said Services Upfront Total	**$81,910.00**

General Notes and Assumptions

1. All pricing and information provided herein is based on information provide,
   a. All prices are in US dollars.
   b. Quote is valid for 60 days from the issued date.
   c. All applicable sales/use taxes are additional and payment of such is the sole responsibility of the prime contractor.
   d. The Products provided pursuant to any Purchase Order will be delivered to the Licensee.
   e. Responsibility to all risk of loss to the Products, damage and need for replacement hardware will be with the Licensee.

2. The pricing provided assumes that CTS Software will provide:
   a. All related software
   b. Hosting services
   c. Training
   d. Ongoing Maintenance and Support

3. The pricing provided in this proposal assumes that the Licensee will provide:
   a. Space, power, a network connection and any necessary IT installation and configuration for all required computer hardware.
   b. A high-speed internet connection
   c. Computer hardware
   d. Tablet Hardware for *ParaScope* (Tablet, Power Supply, Protective Case and Mount)

AGREEMENT FOR AUTOMATED DEMAND RESPONSE TRANSPORTATION MANAGEMENT SYSTEM PD 14-15.002

THIS AGREEMENT is made this _____ day of _____, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and RouteMatch Software, Inc., (hereinafter referred to as "Contractor"), a for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 58-2516425, and whose principal address is Atlantic Center Plaza, 1201 West Peachtree Street, Suite 3300, Atlanta, Georgia 30309.

WITNESSETH:

WHEREAS, on November 10, 2014, the County issued a Request for Proposals (PD 14-15.002) seeking qualified contractors for the design, implementation and maintenance of an Automated Demand Response Transportation Management System; and;

WHEREAS, in response to the solicitation, Contractor submitted a proposal demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Term. This Agreement shall commence as of the effective date and continue for a term of one (1) year. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in the Scope of Work provided as part of Escambia County's Request for Proposals for Automated Demand Response Transportation Management System, Specification No. P.D. 14-15.002, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. County shall pay Contractor in accordance with the Contractor's Cost Proposal, dated February 6, 2015, provided as part of the Contractor's Proposal

attached hereto as Exhibit "B". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for materials purchased through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Route Match Software, Inc.	To: Escambia County
Attention: Chad Ralston	Attention: County Administrator
1201 West Peachtree Street, Suite 330	221 Palafox Place, Suite 420
Atlanta, Georgia 30309	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the Federal Transit Administration's Federally Required and Other Model Clauses.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and

obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

CONTRACTOR:
ROUTEMATCH SOFTWARE, INC.

ATTEST:

_____
By: Bahman Irvani, CEO

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 2/23/15

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSAL

Automated Demand Response Transportation Management System

Solicitation Identification Number PD 14-15.002

Proposals Will Be Received Until: **2:00 p.m. CST, Tuesday, December 2, 2014**

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591
Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM

Board of County Commissioners
Steven L. Barry, Chairman
Grover C. Robinson, IV, Vice Chairman
Lumon J. May
Wilson B. Robertson
Doug Underhill

From:
Claudia Simmons
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
Automated Demand Response Transportation Management System
SPECIFICATION PD 14-15.002

HOW TO SUBMIT YOUR PROPOSAL:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late proposals will be returned unopened.

* ***Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents***

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- Proposal
  - Technical (as described beginning on page 28)
  - Solicitation and Offer Form, With Original Signature (pgs 1 - 4)
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL:

- Certification Of Primary Participant
- Buy America Certification
- Certification Regarding Lobbying
- Non-Collusion Affidavit
- Affidavit For Compliance
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements" (pg 17)
- Sworn Statement Pursuant To Section 287.133 (3)(A), Florida Statutes, On Entity Crimes (pgs 9 & 10)
- Drug-Free Workplace Form (pg 11)
- Information Sheet For Transactions And Conveyances Corporate Identification (pg 12 & 13)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- Placed your proposal with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- Certificate Of Insurance

HOW TO SUBMIT A NO PROPOSAL:

- If you do not wish to propose at this time, please remove the solicitation, offer and award form from the proposal solicitation package and enter no proposal in the **"REASON FOR NO PROPOSAL"** block, your company's name, address, signature, and return the solicitation, offer and award form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This Form Is For Your Convenience To Assist In Filling Out Your Proposal Only.

Do Not Return With Your Proposal

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Request for Proposals - Title Page
- Proposers Checklist
- Table of Contents
- Solicitation and Proposal Form
- Certification Of Primary Participant
- Buy America Certification
- Certification Regarding Lobbying
- Non-Collusion Affidavit
- Affidavit For Compliance
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part A	Summary
Part I	General Information
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Contractors
2-1	Proposal Format and Content
2-2	Introduction
2-3	Cost Proposal
2-4	Compliance Matrix
2-5	Experience and Qualifications
2-6	Understanding the Project
2-7	Methodology Used for the Project
2-8	Management Plan for the Project
2-9	Timeline
Part III	Criteria for Selection
Part IV	Scope of Work

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL

SOLICITATION AND OFFER FORM

SUBMIT OFFERS TO:
CLAUDIA SIMMONS
Chief, Purchasing
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32597-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA
Request for Proposal

Automated Demand Response Transportation Management System

SOLICITATION NUMBER: PD 14-15.002

SOLICITATION

MAILING DATE: **Monday, November 10, 2014**

PRE-BID/PROPOSAL CONFERENCE: **N/A**

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m. CST, Tuesday, December 2, 2014** and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

REASON FOR NO OFFER: _____

VENDOR NAME: _____
CONTACT NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____) _____
EMAIL: _____
FAX NO.: (____) _____
TOLL FREE NO.: (____) _____

BID BOND ATTACHED $ N/A

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER (MANUAL)

*** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.***

Demand Response Software			
Licenses	**Quantity**	**Rates**	**Cost**
Demand Software Licenses		$	$
Reporting Package (If Required)		$	$
GIS Data		$	$
Sub Total			$

Demand Response Software			
Implementation	**Hours**	**Rates**	**Cost**
Project Management		$	$
Phase 0 - Initiate		$	$
Phase 1 - Design		$	$
Phase 2 - Build		$	$
Phase 3 - Educate		$	$
Phase 4 - Deployment		$	$
Phase 5 - System Acceptance		$	$
Sub Total			$
Travel	**Quantity**	**Rates**	**Cost**
Travel Expense		$	$
Sub Total			$
First Year Support and Maintenance			$
First Year Total			$
Second Support and Maintenance			$

Mobile Data - Vehicle Tracking			
Licenses	**Quantity**	**Rates**	**Cost**
MDC/AVL Software & Mobile Application Licenses		$	$
Sub Total			
Hardware	**Quantity**	**Unit Cost**	**Cost**
Mobile Data Hardware		$	$
Sub Total			
Implementation	**Hours**	**Rates**	**Cost**
Project Management		$	$
Phase 0 – Initiate		$	$
Phase 1 – Design		$	$
Phase 2 – Build		$	$
Phase 3 – Educate		$	$
Phase 4 – Deployment		$	$
Phase 5 - System Acceptance		$	$
Sub Total			$
Travel	**Quantity**	**Rates**	**Cost**
Travel		$	$
Sub Total			$
Installation	**Quantity**	**Rates**	**Cost**
Mobile Data Computer		$	$
Sub Total			$

Mobile Data - Vehicle Tracking	
Data Plan	$
Annual Cellular Data Plan	$
Sub Total	$
First Year Support and Maintenance	$
First Year Total	$
Support and Maintenance	$

Outbound IVR Notification System			
Licenses	**Quantity**	**Unit Cost**	**Cost**
Software / Module Licenses		$	$
Sub Total			$
Implementation	**Hours**	**Rates**	**Cost**
Project Management		$	$
Phase 0 – Initiate		$	$
Phase 1 – Design		$	$
Phase 2 – Build		$	$
Phase 3 – Educate		$	$
Phase 4 – Deployment		$	$
Phase 5 - System Acceptance		$	$
Subtotal			$
Travel	**Quantity**	**Rate**	**Cost**
Travel Expense		$	$
Sub Total			$
Outbound IVR Hardware / Service	**Quantity**	**Unit Cost**	**Cost**
Provide list of components (Attach additional pages, if necessary)			
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
Sub Total			$

Outbound IVR Notification System	
First Year Support and Maintenance	$
First Year Total	$
Support and Maintenance	$

Complaints, Accidents, Accommodations			
Licenses	**Quantity**	**Rates**	**Cost**
Module Licenses		$	$
Subtotal			$
Implementation	**Hours**	**Rates**	**Cost**
Project Management		$	$
Phase 0 – Initiate		$	$
Phase 1 – Design		$	$
Phase 2 – Build		$	$
Phase 3 – Educate		$	$
Phase 4 – Deployment		$	$
Phase 5 - System Acceptance		$	$
Subtotal			$
Travel	**Quantity**	**Rates**	**Cost**
Travel Expense		$	$
Subtotal			$
First Year Support and Maintenance			$
First Year Total			$
Second Year Support and Maintenance			$

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Bidder,_____, (insert name of company) 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 any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an UMTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE BIDDER, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

Subscribed and sworn to before me this_day of , 20___.

Notary Public in and for the State of _____, residing in _____

BUY AMERICA CERTIFICATION

The Bidder hereby certifies that it will comply with the requirements of Section 165(b)3 of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR Part 661.11.

Date_____

Signature _____

Title_____

OR

The bidder hereby certifies that it cannot comply with the requirements of Section 165(b)3 of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act and regulations in 49 CFR 661.7.

Date_____

Signature_____

Title_____

APPENDIX A, 49 CFR PART 20 - CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 making lobbying contacts to 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 undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C.§ 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. (Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, on his oath says that he is _____

that the bid above submitted is a genuine and not a sham or a collusive bid, or made in the interest of or on behalf of any person not herein named; and he further states that the said bidder has not directly or indirectly induced or solicited any other bidder for the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to self advantage over any other bidder or bidders.

SIGN HERE

Subscribed and sworn to before me this day of_____, 20___.

Notary Public in and for the State of _____, residing in _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **FloridaStatutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or

applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____
OR produced identification_____

_____
(Type of identification)

_____
Notary Public - State of_____

My commission expires_____

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc, is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____ **E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Consultant shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by:_____ Date:_____

(Revised 9/18/09)

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
   - 5.01 **Taxes**
   - 5.02 **Discounts**
   - 5.03 **Mistakes**
   - 5.04 **Condition and Packaging**
   - 5.05 **Safety Standards**
   - 5.06 **Invoicing and Payment**
   - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
   - 9.01 **County Procedure on Acceptance of Gifts**
   - 9.02 **Contractors Required to Disclose any Gift Giving**
   - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

22. **Facilities**
23. **Distribution of Certification of Contract**
24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s)

Instructions to Offerors

General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 14-15.002, Automated Demand Response Transportation Management System, Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

CONDUCT OF PARTICIPANTS

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

AWARD

Award shall be made on an "all-or-none total" basis.

COUNTY INSURANCE REQUIRED

The contractor shall procure and maintain the following described insurance, except for

coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles, CPPO, CPPB, FCPM, FCN, FCCM
   Purchasing Coordinator
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

INDEMNIFICATION

Contractor agrees to save harmless, indemnify, and defend County and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to

whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

TERMINATION

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

TERMINATION (PUBLIC RECORDS REQUEST)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

PART A SUMMARY

Escambia County on behalf of Escambia and Santa Rosa Counties is requesting proposals from qualified companies for the design, implementation and maintenance of an Automated Demand Response Transportation Management System outlined in the scope of work. The service operates from 3:00 AM to Midnight six (6) days a week Monday through Saturday and medical Sunday. The coordinated service includes service in Escambia County. Escambia and Santa Rosa Counties will be the licensee for the software. Combined, the fleet is 32 Paratransit vans.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County on behalf of Escambia and Santa Rosa Counties is seeking the Professional Services of a qualified contractor to provide an automated demand response transportation management system that meets the specifications set forth in this request for proposals (RFP). As an option, if funding is available, Escambia and Santa Rosa Counties would like to invest in an Automatic Vehicle Location (AVL) and Mobile Data Computer (MDC) system utilizing commercially available off the shelf tablet hardware. Finally, as another option, should funding be available, Escambia and Santa Rosa Counties would like to invest in and outbound Interactive Voice Response System to facilitate day before reminder call, pre-arrival notifications, and floodgate messages. Escambia and Santa Rosa Counties is seeking a three year proposal to include a turnkey solution. At the end of three years the license shall be owned by jointly by Escambia and Santa Rosa Counties.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to provide an Automated Demand Response Transportation Management System that is most advantageous to the County.

It is expected that the technologies shall assist Florida Counties of Escambia and Santa Rosa in a variety of demand response management functions including, but not limited to:

1. Data collection, reporting and record keeping - reducing staff time and generating required reports,
2. Assisting staff to improve their performance - greater staff efficiency,

3. Greater customer convenience - rapid reservation process,
4. Assist the dispatcher in making decisions,
5. Vehicle Tracking - including reporting and record keeping,
6. Utilize program from multiple dispatch locations utilizing the same database via networking or preferably by web based application,
7. Automated report generation,
8. Maximum route optimization for better service.

1-3 ISSUING OFFICER

The project Director shall be Jack R. Brown, County Administrator. The liaison officer shall be Colby S. Brown, Division Manager, Public Works/Transportation and Traffic Operations. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a Lump Sum Contract after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, FCN, FCPM, PCPM, Purchasing Coordinator, Management & Budget / Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	Monday, November 10, 2014
Final Date for Questions	Wednesday, November 19, 2014
Date for Responses to Questions	Monday, November 24, 2014
Receipt of proposals	2:00 p.m. CST, Tuesday, December 2, 2014
Proposal Review/Short Listing	Tuesday, December 16, 2014
Discussions / Ranking Meeting	Wednesday, January 10, 2015
1st Negotiations Meeting	Wednesday, January 14, 2015
2nd Negotiations Meeting, if required	Tuesday, January 20, 2015
Board of County Commissioners approval	Thursday, February 5, 2015

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) Original and Five (5) CD's of the proposal shall be required with the original having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. The vendor shall print or type the business name and manually sign the schedule.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern
(c) Alternate proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Vendors will not include Federal taxes or State of Florida sales tax in proposal prices since Escambia and Santa Rosa Counties is exempt from payment of such taxes.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION (TAB A)

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's

failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 COST PROPOSAL (TAB B)

SOLICITATION AND OFFER FORM (with original signature)

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

2-4 COMPLIANCE MATRIX (TAB C)

2-5 EXPERIENCE AND QUALIFICATIONS (TAB D)

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] include any professional designations and affiliations, certifications and licenses, etc.,
[d] location(s) where work will be performed,
[e] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed

Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.

Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.

Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years.

2–6 UNDERSTANDING OF THE PROJECT (TAB E)

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Vendors are required to submit proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the County shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the County or the compensation to the vendor.

(c) Vendors are advised that County contracts are subject to all legal requirements provided for in the County, State and Federal Statutes.

2-7 METHODOLOGY USED FOR THE PROJECT (TAB F)

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-8 MANAGEMENT PLAN FOR THE PROJECT (TAB G)

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2–9 TIMELINE (TAB H)

Bids must include a detailed project timeline and outline of major tasks, and staff assigned for each category of the scope of work described herein.

PART III CRITERIA FOR SELECTION

Qualifications and experience	25%
Project cost	35%
Project time-line	5%
Project design and methodology including technical approach and understanding of the scope of the project	20%
References	15%

PART IV SCOPE OF WORK

Introduction

Board of County Commissioners of Escambia County on behalf of Escambia and Santa Rosa Counties is using a set of principles to guide this procurement. These principles are seen throughout the RFP and must be addressed by the proposing offerors. These principles are as follows:

- **Proven Technology, Products, and Services** – Florida Counties of Escambia and Santa Rosa is interested in purchasing proven technologies and contracting with companies with excellent track records.

- **Florida Counties of Escambia and Santa Rosa desires an integrated system** – Florida Counties of Escambia and Santa Rosa is interested in purchasing technologies (as needed), and the related services that shall ensure a fully functioning set of technologies meeting the required specifications. The contractor shall be responsible for all aspects of the installation including the actions of all subcontractors.

- **Support of Products** – Florida Counties of Escambia and Santa Rosa considers support of the product to be as important as the product itself. The contractor shall be held to a high standard as is specified in the RFP.

- **Performance/Functional Specifications** - This scope of services allows for flexibility in developing a proposal. The focus of the procurement is on performance specifications. The offeror is frequently requested to use their best judgment (and explain in detail their approach) in meeting the specifications of this RFP.

Work to be performed by Contractor

The contractor shall provide integrated technology for Florida Counties of Escambia and Santa Rosa. The contractor shall do the following:

1. Supply proposed products
2. Provide data export of Santa Rosa County and Escambia County
3. Conduct detailed training of all Florida Counties of Escambia and Santa Rosa and subcontractor
4. Provide manuals/training guides for Florida Counties of Escambia and Santa Rosa staff persons
5. Ensure successful implementation as required in this RFP within the required timeframe.
6. Provide on-going support/cooperation with Florida Counties of Escambia and Santa Rosa
7. Initial setup of reports
8. Export current client and address data from existing software and import into new software.

Work to be performed by Florida Counties of Escambia and Santa Rosa

Florida Counties of Escambia and Santa Rosa shall be required to be actively involved in the installation/implementation of the technology. This includes:

1. Provide work space for the contractor
2. Provide access to office space, and any other locations as needed by the contractor
3. Provide the necessary computers
4. Ensure that staff is available for training
5. Provide data entry for data in hard copy format, assuring accuracy of the information
6. Provide proper implementation support

Functional Specifications - Automated Demand Response Transportation Management System.

RESPOND TO ALL ASPECTS OF THE FUNCTIONAL SPECIFICATIONS THAT FOLLOW. Include a copy of the offeror's software and hardware licenses for the prime and subcontractors for the software, and data entry device.

Florida Counties of Escambia and Santa Rosa shall utilize proven technologies and products. The Functional Specification is for an Automated Demand Response Transportation Management System.

The software must be able to meet the specifications described below in the Compliance Matrix. The text describes the required software system functions. Each function must be fully integrated into **Florida Counties of Escambia and Santa Rosa** to allow for maximum flexibility. Florida Counties of Escambia and Santa Rosa requires a product that is based in the Windows format. The contractor must keep up with the latest appropriate version of Windows.

The following functional specifications are those required by Florida Counties of Escambia and Santa Rosa. Each **offeror must address their capability to meet each of these specifications.**

Any deviations from the specifications or exceptions must be clearly noted in section 7 of your proposal. Florida Counties of Escambia and Santa Rosa shall entertain other options and recommendations if they can improve upon the current requirements.

COMPLIANCE MATRIX

Scope of Work	Yes/No	Comments
Technical Requirements, the system must:		
1. Utilize an industry standard Relational Database Management System (RDBMS) for its relational database		
2. Utilize an industry standard computerized Geographic Information System (GIS) mapping system that can use commercially available geographic information datasets		
3. Reduce repetitive data entry by using table- lookups		
4. Be able to convert existing passenger and subscription (standing order) data from		

Scope of Work	Yes/No	Comments
current system to minimize data entry requirements		
5. Manage demand response with the ability to scale system to manage fixed route system within a single integrated application and database		
6. Feature hosted architecture		
7. Offer multi-user functionality		
8. Support military time or a.m. / p.m. time format		
Security, the system administrator must be able to:		
9. Define the users and their job functions		
10. Define permissions for windows, window functions and reports by job function		
Report Generation, the user must be able to:		
11. Create ad hoc reports, with the use of an industry-standard ad hoc report writer		
12. Initial setup for NTD S-10 reports		
User Documentation, the system must provide:		
13. On-line user documentation in a ".pdf" file format		
14. Context sensitive on-line help		
15. Website with computer based tutorials		
System Administrator Module, the system administrator must be able to:		
16. Define possible mobility types and passenger types		
17. Define mobility aids (e.g. wheelchair, ambulatory, oversize WC) and their corresponding loading / unloading delays and seat requirements		
18. Define what constitutes a "late cancellation"		
19. Define fare types (e.g. adult, child) and corresponding fare amounts		
20. Define fare payment methods such as cash and ticket		
21. Specify billing agencies including name, address, contact name and phone number		
22. Set a default fare, which can be overridden at booking time		
23. Define eligibility types		
24. Define trip purposes		

Scope of Work	Yes/No	Comments
25. Define onboard factors and pickup and drop- off early/late windows by trip purpose		
26. Define billing codes and rules specifying the percentage of the fare to be billed to each party		
27. Define different rates for each service provider based on Passenger Type, Service Area Mobility Aid, Billing Code and/or Trip Code. The user must be able to specify whether the corresponding billing calculation can be based on Rate per Mile (with a minimum mileage, administrative fee and additional fee) or Flat Rate. Each Service Provider must be able to have multiple Service Provider Rates		
Customer Management, the user must be able to:		
28. Create an unlimited number of passengers		
29. Create a unique passenger identification number		
30. Maintain the passenger's name, address and telephone numbers, gender, date of birth and Social Insurance Number/Social Security Number		
31. Maintain the passenger's mobility aids and disabilities		
32. Maintain the passenger's registration status (i.e. active/inactive) and type		
33. Maintain trip notes that display on driver manifests (paper and electronic) and during booking		
34. Maintain passenger notes that display during booking		
35. Provide totals of trips booked, unscheduled, cancelled and no-shows		
36. Provide date of last trip		
37. Maintain the registration start, end and review dates		

Scope of Work	Yes/No	Comments
38. Maintain scheduling information such as attendants, special loading, pickup and drop- off requirements and travel restrictions (e.g. travel time, vehicles, drivers and trip purpose)		
39. Maintain funding information such as eligibility codes and ADA eligibility categories		
40. Maintain medical information such as medical condition, home attendants, medical waivers and Medicaid information		
41. Maintain contact names, addresses and telephone numbers		
42. Maintain mailing addresses		
43. Maintain a history of suspensions		
44. Allow the use of ad hoc fields		
45. Maintain the passenger's e-mail address		
46. Maintain an audit log of each change to the passenger's record, including the date, user's name and reason for the change		
47. Have multiple passenger records open simultaneously		
48. Print detailed lists and summary reports of passengers		
49. Print lists and mailing labels of passengers, filtered by registration status (i.e. active, inactive) and / or service area		
50. Print lists and mailing labels of passengers with review dates approaching		
GIS Map, The user must be able to:		
51. View trip starting points and destinations on the GIS map		
52. View specified locations (e.g. City Hall) on the GIS map		
53. View the street name or address of a location		
54. Geocode new locations automatically or manually, when required		
55. View scale dependent map layers		
56. Zoom in and out, move around the map and return the map to its original size and location		

Scope of Work	Yes/No	Comments
57. Update the map when required (no less than one update per year)		
58. Natively support Google Maps within the application for address verification and AVL playback		
Scheduling Module and Parameters, the system administrator must be able to define:		
59. The default window of time around the passenger's trip time that the trip can be scheduled		
60. The default driving speed		
61. The percentage of the average speed a vehicle is likely to achieve for stops within certain distances.		
62. Speed by time of day		
63. The number of days that the scheduler will book trips in advance		
64. The maximum length of time that a passenger should be on a vehicle for a single trip		
65. The number of attendants that can travel with a passenger without paying a fare		
66. Whether attendants can stand on a vehicle when all seats are occupied by eligible passengers		
67. The default fare		
68. Ability to create user defined scheduling profiles (ie. Monday vs. Wednesday) profile of scheduling parameters)		
69. Rules for weighting trip candidates for trip insertions		
70. How soon before and after the targeted trip time that the trip insertion routine can search for possible trip candidates		
71. The maximum amount of time a Passenger should spend on a vehicle using a ratio of actual travel time to direct travel time		
72. Vehicle priority for scheduling purposes		
73. Ability to set up unlimited scheduling engine profiles (ie. Monday profile and Wednesday profile)		
Reservations Module, The user must be able to:		
74. Create demand and subscription bookings		

Scope of Work	Yes/No	Comments
75. Find the passenger via passenger identification number or passenger name		
76. Specify the number of companions accompanying the passenger on a Demand or Subscription trip		
77. Specify the number of attendants accompanying the passenger on a Demand or Subscription trip		
78. View all other trips for that passenger during the initial phase of the booking process		
79. Book a demand trip in one minute, while the passenger is on the phone		
80. Manually assign the booking to a specific vehicle or let the system find the best vehicle for the trip		
81. Lock the trip on a route to prevent the vehicle assignment from changing during batch scheduling		
82. Select pick up locations and destinations from those previously used by the passenger		
83. Select new locations from those used by other passengers by entering the full or partial address or place name information		
84. Create and geocode a new location. Locations must be able to contain an address, apartment number, place name (e.g. Medical Centre), city, zip/postal code, telephone number and a note.		
85. Set the return trip locations in one step		
86. Mark the trip as a priority for special treatment in the batch scheduling process		
87. Target the pickup time or drop-off time or both.		
88. View passenger alerts and special instructions while creating the booking		
89. Record a trip authorization number for the demand or subscription trip		
90. Book a monthly recurring trip such as "the first Monday of each month"		
91. Enter a start date and an end date for the subscription trip or leave it open-ended		

Scope of Work	Yes/No	Comments
92. Add non-recurring additions to the subscription		
93. Enter cancellations for specific dates so that trips will not be created on these dates		
94. Modify subscription trips for the future		
95. Modify the subscription and specify when the change is to be effective		
96. Create a trip that crosses or starts after midnight.		
When a booking is created, the system must:		
97. Default the mobility aid, number of attendants, early/late allowances, number of companions and loading delays to the passenger's information		
98. Determine the appropriate billing code(s) based on the trip purpose and the passenger's funding information, such as eligibility, Medicaid and ADA eligibility		
99. Warn the user if the passenger's review date has passed		
100. Warn the user if the passenger is suspended		
101. Warn the user if the trip is inconsistent with the passenger's travel restrictions		
102. Calculate and display the passenger's fare based on the billing code selected		
103. Calculate and display the actual distance of the trip		
104. List the billing codes for which the passenger is eligible		
105. Prevent the user from booking a trip if the vehicle is not available at the time of the trip or if the vehicle is not equipped with appropriate seating for the passenger		
106. Identify the best trip candidates (i.e. vehicles) during the demand booking process and rank them according to user-definable weight factors, if the user does not manually assign the trip to a specific vehicle		
107. Allow the user, once a vehicle has been selected, to review the completed trip before booking		

Scope of Work	Yes/No	Comments
108. Display the early and late window at the time of booking, based on user-definable defaults, but allow the user to override them		
Trip Insertion, the system must:		
109. Allow the user to insert a trip into an existing schedule, using the maximum trip time and 'on-board factor' (i.e. the amount of time the passenger can travel relative to the direct travel time of the trip) constraints		
110. Allow the user to override or modify these constraints during the trip insertion process		
111. Compile a list of alternate trip times and vehicles without reorganizing the entire schedule		
Route Optimization, The system must be able to re-schedule the trips in a batch format that will:		
112. Optimize the schedule according to the criteria specified.		
113. Minimize travel time		
114. Minimize non-revenue time		
115. Look for available times within the default drop-off and pickup time window		
116. Add the loading/unloading delays for the passenger to the travel time		
117. Assign priority and wheelchair assignments first		
118. Consider the maximum onboard factor		
119. Calculate estimated vehicle time using estimated distance, average speed, speed by distance, speed by time of day		
120. Comply with vehicle capacities and passenger requirements		
121. Find optimal times for driver breaks, within the shift break rules		
122. Allow the user to exclude certain trips from the process		
123. Allow the user to exclude certain routes/vehicles from the process		

Scope of Work	Yes/No	Comments
124. Allow the user to eliminate one or more routes/vehicles due to slow demand, vehicle problem, etc., and assign previously assigned trips to other routes		
125. Display statistics for the schedule, including the number of scheduled and unscheduled trips		
126. Display statistics for each vehicle, including:		
a. Vehicle hours		
b. Miles		
c. Number of Trips		
d. Passenger per Vehicle per Hour (PPVH)		
e. Average Miles per Hour		
f. Average Ride Time		
g. Number of Wheelchair and Walker Spots		
127. **Be performed in less than 10 minutes, The user must be able to:**		
128. Override the default average speed, speed by distance, speed by time of day and on-board factor for the batch		
129. Run the batch scheduler as many times as required		
130. View the Summary and Details of the batch before committing the schedule		
131. Save the parameters and schedule and load it later to view again or to compare to another schedule.		
132. Implement the optimized schedule in less than a minute		
Dispatch Module, the user must be able to:		
133. Create unlimited customized data views in dispatch that can easily sorted and grouped by the end user		
134. Ability to create filters and color code customized actions (ie. No shows)		
135. Ability to create real time alerts from dispatch that can automatically be sent to tablet, smartphone, email, or text without user intervention		

Scope of Work	Yes/No	Comments
136. View trips for a particular passenger, vehicle or taxi, travel group and/or passenger group		
137. View trips in order of pickup time, drop-off time, passenger ID, pickup location or drop-off location		
138. View a route in trip order, stop order or graphically on a map		
139. View trips that require driver notification		
140. View trips of a certain trip type such as driver events, demand trips and/or subscription trips		
141. View trips of a certain status such as scheduled, cancelled, no-show, moved, will call, etc.		
142. View modified trips only		
143. View trips with companions or attendants		
144. View the targeted trip time (i.e. pickup or drop- off or both)		
145. Quickly access passenger information, such as phone number and contact information via quick lookup feature		
146. Modify trip details after the trip has been booked		
147. Add, view, edit and/or delete a dispatch note for a particular trip		
148. Reschedule a trip		
149. Mark a trip as a no-show		
150. Rebook a will call		
151. Rebook a trip that was marked as 'cancelled' or 'no-show'		
152. Cancel a trip		
153. Delete a trip		
154. Move one or more trips to a different vehicle with drag and drop functionality		
155. Add a shift for the day		
The system must be able to:		
156. Distinguish between early and late cancellations		
157. Track modifications made to a trip including what was changed, when and by whom		

Scope of Work	Yes/No	Comments
Trip Reconciliation, the user must be able to enter actual trip details and other information after the trip date, including:		
158. The actual pickup and drop-off time for a trip		
159. The fare collected and the payment method (i.e cash or ticket) for a trip		
160. The pickup and drop-off mileage for a trip		
Billing, the system must be able to:		
161. Calculate the dollar amount charged to each funding source based on the billing code rules, the fare amount and the co-pay amount, if any		
162. Print the passenger portion of the fare on Driver Sheets		
163. Create a report listing the amounts owed by each client or contract.		
American with Disabilities Act (ADA), the user must be able to:		
164. Specify a passenger's ADA Category (i.e. 1, 2 or 3)		
165. Specify whether a passenger's eligibility is permanent or temporary, and if temporary, enter a start date, end date and note		
166. Specify an ADA Billing Code for ADA eligible passengers when booking trips		
The system must be able to:		
167. Determine trip eligibility, based on the Passenger's ADA Category, their trip locations, and temporal constraints		
Operational and Management Reports, the system must include the following reports:		
168. Daily total of subscription trips, demand trips, trips involving wheelchairs, walkers and/or attendants, no-shows, cancellations and unscheduled trips		
169. List of trips, including the date, passenger, billing code and trip purpose		
170. Total of trips taken by trip type (e.g. subscription, demand) and those involving wheelchairs, walkers, attendants and other		
171. Total of no-shows and cancellations by trip type (e.g. subscription, demand) and trip purpose		

Scope of Work	Yes/No	Comments
172. List of all unscheduled trips, including the passenger's name and trip details		
173. Total of unscheduled wheelchair and ambulatory trips by time of day, day of the week and trip purpose		
174. Vehicle productivity statistics		
175. Total, by Billing Code, of non-ambulatory and ambulatory trips, escorts, no-shows and cancellations for the specified period and fleet		
176. List of no-shows for the specified period, including the passenger's name and no-show count (by subscription and demand trip)		
177. List of early cancellations, for the specified period, including the passenger's name and cancellation count (by subscription and demand trip)		
178. List of late cancellations, for the specified period, including the passenger's name and cancellation count (by subscription and demand trip)		
179. Combined list of early and late cancellations		
180. List of trips by passenger, for the specified period, including the pickup and drop-off time and address, fare and billing code		
181. Summary, for the specified month, of the budget, actual funds used, estimated funds to be used (if mid-month) and remaining funds		
182. Driver Sheets		
183. List and summary of trips by Billing Code, filtered by Report Period, Billing Code and Trip Status (e.g. scheduled, no show, cancelled)		
184. List and summary of trips by Agency filtered by Report Period, Agency and Trip Status.		
185. List and summary of trips by Service Provider filtered by Report Period, Service Provider and Trip Status.		

Scope of Work	Yes/No	Comments
186. System must have an wizard driver report writer that is natively built into the application and provides access to all database information.		
The user should be able to:		
187. Export trip information directly from the application, such as number of trips, total fare, total mileage, billed mileage, etc., using a variety of filters, for import into a billing system, word document, spreadsheet, report writer or other third party application for further use.		
Diver Management Module, the user must be able to:		
188. Define possible employee statuses, types, positions and skills		
189. Maintain information on employees such as:		
a. ID Number		
b. Name		
c. Address		
d. Phone Number		
e. Start Date		
f. End Date		
g. License Information		
h. Birth Date		
i. Gender		
j. E-mail Address		
k. Extra Fields		
l. Notes		
190. Track training courses that the employee has completed, including the name of the course, the instructor's name, hours, date and expiry date, if applicable.		
191. Track contacts for the employee including their name, telephone number, address and contact type.		
Vehicle Management Module, the user must be able to:		
192. Define possible vehicle statuses, types and garage locations		

Scope of Work	Yes/No	Comments
193. Create groups of vehicles (i.e. vehicle pools) to prioritize the order of trip assignments, so that owned vehicles can be booked before contractors and taxis		
194. Assign a vehicle to a service or funding source (i.e. ADA)		
195. Maintain vehicle information such as:		
a. Name		
b. Vehicle Identification Number		
c. Seating Capacity		
d. Typical Loading and Unloading delays		
e. Ownership Information		
f. Status		
g. Year, Make and Model		
h. Assigned Garage		
i. Maintain Fuel records including date, gallons, fuel cost and odometer reading		
Mobile Data Terminal (MDT) Module, the system must be able to:		
196. Allow dispatchers to move seamlessly between all major components of the system without having to turn off or exit from other major components. Dispatchers must be able to perform multiple tasks, for example: continue to monitor vehicle schedules and locations while scheduling a new demand response trip request or while searching for individual vehicle location to respond to a customer information request.		
197. Support Mobile Data Terminals (MDTs) via an interface that is independent of a particular equipment supplier or a particular method of communication		
198. Mobile Data Computer must be readily available in local commercial retail outlets for ease-of-repair/replacement needs and must be portable and easily removed from the vehicle for overnight storage, to perform pre- and-post inspections and to utilize the devices built-in camera to create incident reports.		

Scope of Work	Yes/No	Comments
199. Communicate trip details to the driver through the MDT to eliminate the need for paper driver manifests and to facilitate the communication of last-minute schedule updates.		
200. Receive and maintain odometer readings and time stamps Odometer reading must be capable of carrying over.		
201. Utilize a commercially available turn-by-turn Navigation platform with real-time traffic updates.		
The dispatcher must be able to:		
202. Send messages to individual drivers, a group of drivers, or all drivers using user-definable canned messages or by entering free text messages		
203. Communicate cancellations or trip additions to the driver to eliminate radio traffic or manual writing of trip information on paper manifests.		
The driver must be able to:		
204. View a list of upcoming stops on the MDT		
205. Select a trip and view detailed trip information such as trip notes and mobility aids		
206. Communicate pickups, drop-offs, no-shows and fare collections to the dispatcher through the MDT to eliminate the need for drivers to write such information on their driver manifests and for manual reconciliation and verification by office staff		
207. Send a pre-defined message to the dispatcher via the MDT to save driver time and reduce radio traffic		
208. View and respond to messages sent by the dispatcher. Ability to respond via yes/no or simply acknowledge messages received from dispatch.		
Automatic Vehicle Location (AVL) Module, the system must be able to:		
209. Receive vehicle location data at frequent intervals, including the vehicle's location, speed, direction and the time of data capture		

Scope of Work	Yes/No	Comments
210. Maintain the vehicle status with respect to in- contact or out-of-contact		
211. Store all communications and vehicle activity on the device when vehicle is out of coverage and then forward information to/from dispatch/MDT when vehicle gets back in coverage.		
The user must be able to:		
212. View vehicle location, speed, direction and status on the GIS Map		
213. View historical vehicle information on the GIS Map by selecting the particular vehicle, schedule date and time		
Schedule Adherence, the system must be able to:		
214. Create customized alert for the management and dispatch personnel		
215. Calculate, display and store the number of minutes late for a particular pickup or drop-off		
216. Alert the dispatcher to late pickups and drop- offs if the late minutes are greater than the user-definable threshold		
217. Estimate the time of arrival of upcoming stops based on the actual data that is being collected and warn the dispatcher if the estimated time of arrival of upcoming trips will be outside of their acceptable scheduling windows		
218. Disable late alerts and reporting when the vehicle is out-of-contact		
The user must be able to:		
219. Disable late alerts and reporting in case the communication system goes down		
Outbound Interactive Vouce Response (IVR) Module		
220. Allow the passenger to obtain information on their existing trips via outbound notifications without the assistance of an agent		
221. Allow the passenger to cancel or confirm a trip over the telephone without the assistance of an agent		

Scope of Work	Yes/No	Comments
222. Deliver pre-arrival notifications via phone or email to passengers when the vehicle is a defined time period from the passenger pick-up (i.e. Notify passenger vehicle is 10 minutes away)		
223. Automatically contact all passengers or a group of defined passengers to deliver floodgate messages about service changes, inclement weather, etc.		
The user must be able to:		
224. View trips that have been confirmed and cancelled via IVR		
Incidents, Accidents and Complaints Module		
225. Define possible incident types and reporting methods		
226. Maintain incident information, including the:		
a. Incident type		
b. Date and time of the incident		
c. Description of the incident		
227. Reported date and time (system generated)		
a. Reporting method		
228. Trip information such as Route Number, Vehicle Number, Scheduled Pickup Time and Location		
a. Driver involved		
b. Dispatcher that received the report		
c. Passenger		
d. Third parties or witnesses to the incident		
229. Define a list of reviewers and resolvers for each incident type		
230. View a list of incidents that require review		
231. View comments entered by other reviewers		
232. Review the incident and add reviewer comments		
233. View a list of incidents that require resolution or escalation		
234. View comments entered by other reviewers and resolvers		

Scope of Work	Yes/No	Comments
235. Review the incident and add resolver comments		
236. Print detailed and summary reports of incidents matching certain criteria		

Synopsis

This document provides detailed technical and functional requirements for a fully automated demand-responsive scheduling and dispatch system.

The software solution must consist of modules that allow the property to select/add modules as required.

The following modules must be provided as part of the standard system:

1. General system features (Security, Report Generation and User Documentation)
2. System Administrator Module
3. Customer Management Module
4. Vehicle Management Module
5. Driver Management Module
6. ADA (Americans with Disabilities Act) Management
7. Reservations Module
8. Scheduling Module
9. Dispatch Module
10. Mobile Data Terminals (MDT) Module
11. Automatic Vehicle Location (AVL) Module
12. Outbound Interactive Voice Response (IVR) Module

The following modules must be available as options:

13. Incidents, Accident, and Complaints Module

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CLAUDIA SIMMONS, CPPO
Purchasing Manager

November 25, 2014

To: All Known Proposers

ADDENDUM NUMBER 1:

Re: **Specification Number: PD 14-15.002, Automated Demand Response Transportation Management System**

Proposers:

We recently publicly noticed a Request for Proposals on the above referenced specification.

This Addendum #1 provides for the following:

Opening Date Changes

Proposals Will Be Received Until:
2:00 p.m. CST, Tuesday, ~~December 2, 2014~~ December 9, 2014

This Addendum Number 1 is furnished to all known Proposers. Please sign and return one copy of this Addendum, with your original signature, with your Proposal as an acknowledgment of your having received.

Sincerely,

Paul Nobles, CPPO, CPPB, FCPM, FCCM, FCN
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

PRN

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Office of Purchasing
213 PALAFOX PLACE - 2nd Floor, Pensacola, FL 32502
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
http://www.myescambia.com/

CLAUDIA SIMMONS, CPPO
Purchasing Manager

December 2, 2014

To: All Known Proposers

ADDENDUM NUMBER 2:

Re: **Specification Number: PD 14-15.002, Automated Demand Response Transportation Management System**

Proposers:

We recently publicly noticed a Request for Proposals on the above referenced specification.

This Addendum #2 provides for the following:

Responses to questions posed as of November 18, 2014

1. **Question** - Compliance Matrix, Scope of Work #23. Define Eligibility Types.

   Response - Escambia Co currently has 3 types of eligibility. ADA, Non-Sponsored, & Medicaid

2. **Question** - Can Escambia County Florida please elaborate on this scope of work item?

   Response - ADA runs parallel/mirroring the ECAT Fixed Route System for days of service and times of service. Eligibility for ADA Paratransit is handled in house by the ADA Coordinator conducting physical and cognitive assessments as allowed. Normally this service is from 5:30am-6:30pm Monday through Friday and 6am-6pm on Saturday's. Currently there is no Sunday Fixed Route or ADA Paratransit service. This application process consists of an applicant information packet, a physician's verification form, and an in person interview – once completed determination could take up to 21 business days, but is normally completed sooner.

   Non-Sponsored aka Transportation disadvantaged is governed by the Local Commissioning Board comprised of individuals from the

community and local business. These board members normally work for or with organizations that employ or assist individuals who qualify by having no other means to transportation, cannot drive, or are over the age of 65. There is also a classification for this service that is income eligibility based. The hours for this service run 24hours a day Monday through Saturday. The funding for this service is controlled by the TD Board only allowing a certain amount of funding each month. Therefore these trips currently are a first come first serve basis.

Medicaid eligibility is controlled at the state level and only certain types of these trips are handled by the CTC. These times of service are controlled by the medical necessity of the trip. If it is out of town for a procedure then very early morning travels may be necessary or travel on Sundays to arrive for an early Monday appointment may be necessary.

All qualified applicants have the ability to be eligible for one or more of the above services.

3. **Question -** Can Escambia County Florida provide examples of eligibility types and the specifications of each?
   Response - Please see the response to question#1

4. **Question -** Compliance Matrix, Scope of Work #156. Distinguish between late and early cancelations.

   Response - A No Show is defined as a trip that is cancelled by the customer less than 2 hours before the scheduled pickup window is due to begin or the scheduled driver arrives within the pickup window and the passenger doesn't take the ride, doesn't come out within the scheduled driver's 5minute waiting time, or cancels at the door with the scheduled driver. With this definition, customers can be assessed a No Show for this trip and multiple No Shows can lead to a suspension of service, if a pattern of behaviors is established in the No Shows.

   A late cancellation is defined as a trip that is 24hours to 3hours before the scheduled trip time. These trips are tracked as well , to establish if a particular pattern exists. If one can be determined then penalties can be assessed, leading up to and including suspension of service.

   An early, also known as an advance, cancellation is a trip that is cancelled days before it is scheduled to a driver. This allows time for another individual to be scheduled into this now vacant time slot.

Letters will be mailed to customers after reports are run through the reporting modules to see the late cancels and no shows. This allows ECCT to notify the customers and allowing them to modify their behavior patterns before penalties are established.

5. **Question** - Can Escambia County Florida please elaborate on this scope of work item? What defines a late cancelation and what information is needed for billing and/or reporting, if any?

   Response - For late cancellations or No Shows there is no financial penalty assessed to the customer.

   Regarding the current billing for Escambia County, this is currently calculated by trip type – Ambulatory or wheelchair and by trip type mileage – Ambulatory mileage or wheelchair mileage. Reports must have the ability to be run by the day, week, month, or specific date range. All reports requested in the specific time frame are to include a breakdown of run/vehicle; revenue miles; non-revenue miles; total service miles; ambulatory or wheelchair miles; trip type totals; total passengers; guest count-if any; attendants; cancellations; No Shows; Revenue hours; Non-Revenue hours and passengers per revenue hour.

6. Question - What software is currently being used?

   Response

Santa Rosa County	CTS Software, Inc.
Escambia County?	RouteMatch TS version 6.1.

This Addendum Number 2 is furnished to all known Proposers. Please sign and return one copy of this Addendum, with your original signature, with your Proposal as an acknowledgment of your having received.

Sincerely,

Paul Nobles, CPPO, CPPB, FCPM, FCCM, FCN
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

PRN

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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http://www.myescambia.com/

CLAUDIA SIMMONS, CPPO
Purchasing Manager

December 2, 2014

To: All Known Proposers

ADDENDUM NUMBER 3:

Re: **Specification Number: PD 14-15.002, Automated Demand Response Transportation Management System**

Proposers:

We recently publicly noticed a Request for Proposals on the above referenced specification.

This Addendum #3 provides for the following:

Responses to questions posed as of November 18, 2014

1. What would be the number of trips per day for Escambia County and Santa Rosa County?
2. Number of concurrent users (people using the system at the same time)?

1. **Question** - What would be the number of trips per day for Escambia County and Santa Rosa County?

Response -

Escambia County - Currently Escambia County Community Transportation (ECCT) is handling approximately 470 trips daily and there are approximately 275Medicaid trips that are initially dispatched by the HMO – Logisticare, who subcontracts these trips. Currently these are being handled by a different organization, who will no longer be in the transportation industry at the end of the month, therefore ECCT will possibly be absorbing these trips as well. Taking ECCT to a total of 740 in the very near future.

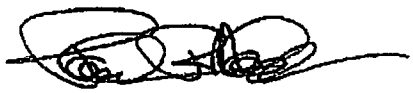
Santa Rosa County - Averages 75 trips a day

2. **Question -** Number of concurrent users (people using the system at the same time)?

Response -
Escambia County - 11
Santa Rosa County - Unknown

This Addendum Number 3 is furnished to all known Proposers. Please sign and return one copy of this Addendum, with your original signature, with your Proposal as an acknowledgment of your having received.

Sincerely,



Paul Nobles, CPPO, CPPB, FCPM, FCCM, FCN
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

PRN

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Office of Purchasing
213 PALAFOX PLACE - 2nd Floor, Pensacola, FL 32502
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http://www.myescambia.com/

CLAUDIA SIMMONS, CPPO
Purchasing Manager

December 8, 2014

To: All Known Proposers

ADDENDUM NUMBER 4:

Re: **Specification Number: PD 14-15.002, Automated Demand Response Transportation Management System**

Proposers:

We recently publicly noticed a Request for Proposals on the above referenced specification.

This Addendum #4 provides for the following:

Opening Date Changes

Proposals Will Be Received Until:
2:00 p.m. CST, Tuesday, ~~December 2, 2014~~ ~~December 9, 2014~~ December 16, 2014

This Addendum Number 4 is furnished to all known Proposers. Please sign and return one copy of this Addendum, with your original signature, with your Proposal as an acknowledgment of your having received.

Sincerely,

Paul Nobles, CPPO, CPPB, FCPM, FCCM, FCN
Purchasing Coordinator

SIGNED: _____

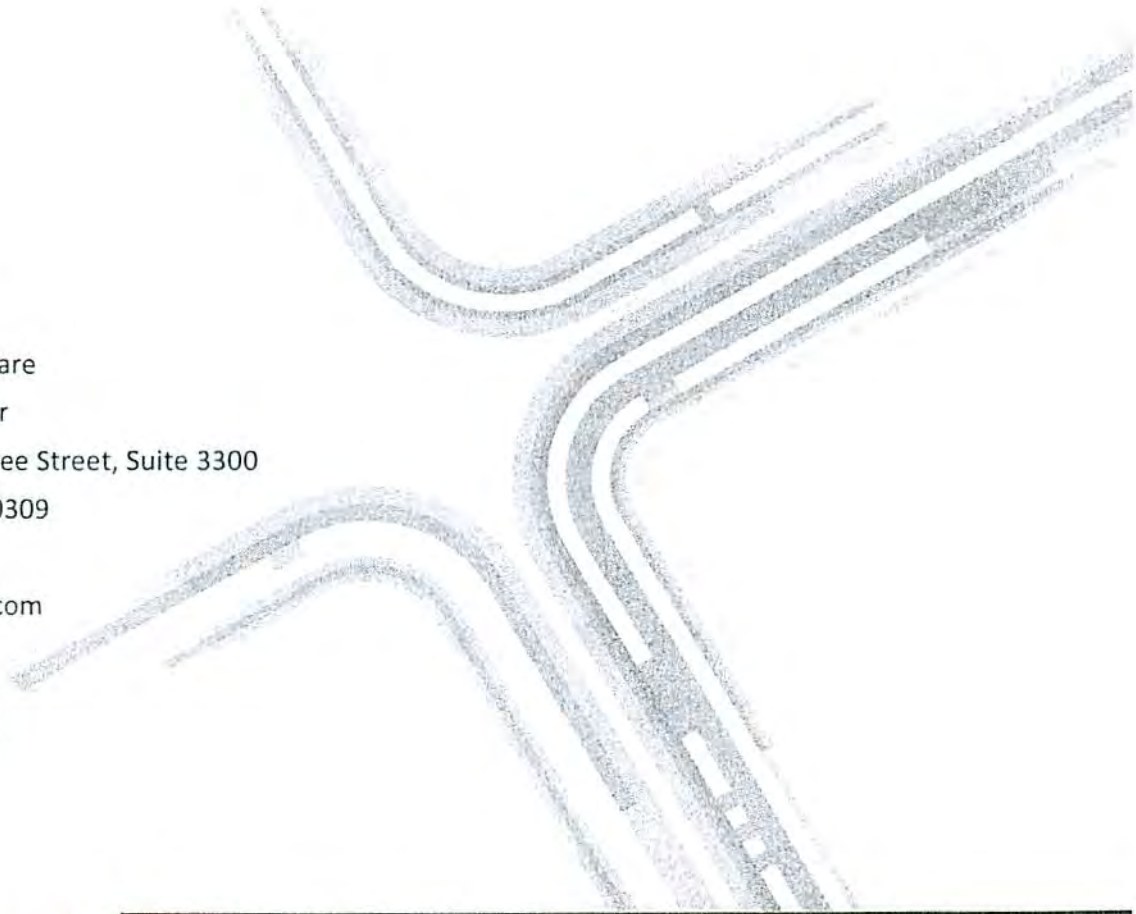
COMPANY: _____

PRN

RouteMatch Software

Negotiation Meeting Information:

Escambia County Solicitation PD14-15.002



Developed By:

RouteMatch Software
One Atlantic Center
1201 West Peachtree Street, Suite 3300
Atlanta, Georgia 30309
(404) 876–5160
www.routematch.com

Developed On:

February 6th, 2015

EXHIBIT
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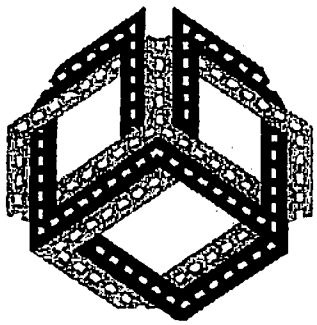

RouteMatch
Software™

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1

1.0 INTRODUCTION 4

1.1 CURRENT PROJECT STATUS 4

1.2 NEW TECHNOLOGIES 4

1.3 FINAL PRICING 8

1.4 TIMELINE 9

1.0 INTRODUCTION

RouteMatch is pleased to provide the following scope of work and final negotiation information. The document includes the scope, pricing, and timeline for the current project and new technologies that will be added to base system.

1.1 CURRENT PROJECT STATUS

On January 12, 2015 RouteMatch provided ECCT a Resolution, Training, and Consulting Plan that set forth a plan to address user competency issues and business needs identified by ECCT. The document was approved by ECCT and described activities to hands on assist ECCT in better utilizing the deployed system and leveraging more of the underutilized aspects of the system

Specifically, ECCT has several key users that were not available during the original training. In addition, several of the employees who were trained during the original implementation are no longer at ECCT. Finally, due to the agreed upon expedited nature of this project failure has occurred in several key areas including:

- System Processes – critical processes around Medicaid, Billing, Reporting, Verification
- Systematic Data Entry – accurate data entry by users caused by speed of training and lack of knowledge
- User / Driver Training – training around application processes and tablet usage

Based on correspondence with ECCT there are no known technical issues outstanding and our focus will be on executing on this plan. RouteMatch's ACG group will own this effort.

1.1.1 Timeline

RouteMatch has already begun the data gathering process around this plan and intends to begin engaged efforts with ECCT on February 23rd, 2015. RouteMatch anticipates being onsite the week of March 2nd for onsite work and training. RouteMatch anticipates completing the plan and final report within two weeks from the onsite visit week.

1.2 NEW TECHNOLOGIES

Pursuant to request made by Escambia County, RouteMatch has provided the following scope of work and timeline for the various technology components to be integrated within existing RouteMatch Demand System. RouteMatch has provided a brief description as well as pricing for each. The components include:

- RouteMatch Notification Module
- Fixed Route Overlay
- RouteMatch Facility Portal
- Pre / Post Trip Inspection

1.2.1 RouteMatch Notification Module

RouteMatch will provide its Notification Module licenses, services, and ongoing support. The Notification Module will interface the existing RouteMatch Demand software and will provide the following functions:

- Floodgate Messaging - RMNM plays custom/targeted announcements to inform customers (or specific groups of customers) of anticipated or known service changes that will affect their scheduled trips. The agency records the announcement and inserts message into the call dialog.

- Trip Reminder / Confirmation - RMNM automatically places trip reminder and confirmation calls to customers the night before their scheduled trips.

- Late Arrival / Outbound Arrival Alerts - RMNM places outbound calls to customers when the RouteMatch system determines that a scheduled pick-up will be late by more than an agency-specified threshold (e.g. >15 minutes late). RMNM places outbound call to customers minutes before their bus will arrive facilitating shorter wait times.

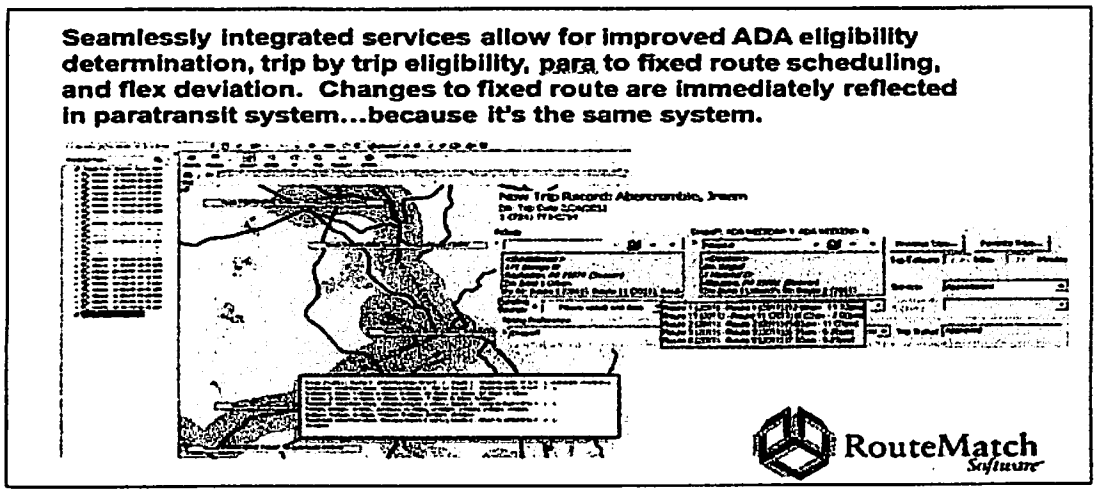
Assumptions

Call Assumptions	
Cost Per Minute	0.03
Estimated Length of Calls	1.5
Estimated Calls Per Day	500
Cost Per Call	$0.05
Cost Per Day	$23
# Service Days per year	264
Annual Call Cost	$5,940
Estimated Calls Per Year	132,000
Estimated Minutes Per Year	198,000

1.2.2 Fixed Route Overlay

RouteMatch Fixed-Route Integration module provides system awareness of any fixed-route system as long as it operates on a published timetable. All fixed route data is analyzed in relation to the consumers' origin and destination. In addition, RouteMatch natively supports the import and export of the scheduled and real-time General Transit Feed Specification (GTFS) data format.

The GTFS format is the transit industry standard for exchanging scheduled and real-time fixed-route data.



Graphic 1 - ADA Eligibility Determination

Easily track and manage:

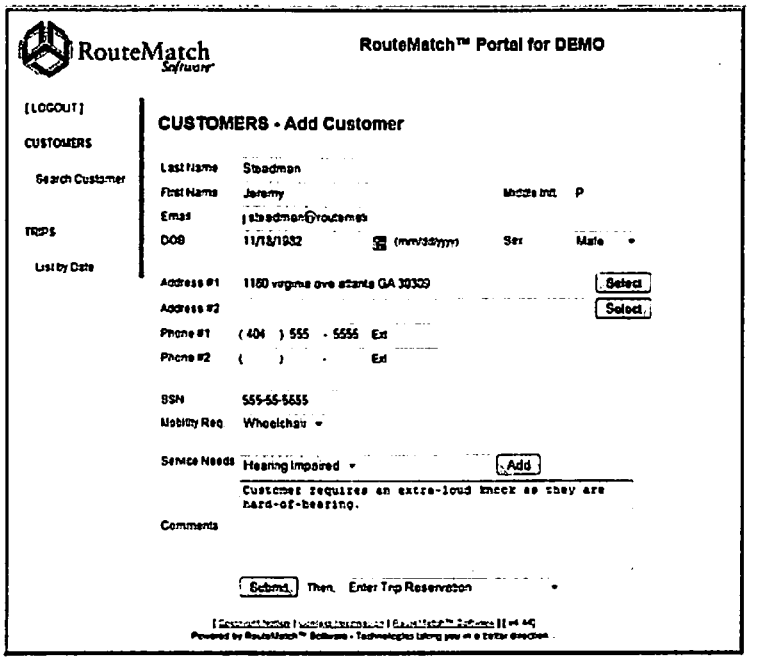
- Passenger eligibility and capability
- Environmental conditions
- Proximity to fixed service
- Schedules for fixed route service
- Accessibility of bus stops
- Real time location of fixed route *and* paratransit vehicles for real time integration
- Your specific operating policies

Improve total system integration between demand response and fixed route services, and provide more mobility options to customers. The fixed-route display module will allow the provider to visually see its fixed routes, bus stops, time points, and display the ¾ mile fixed route boundary of a bus stop within the software application. Additionally, when verifying ADA eligibility, the user will be able to monitor which customers fall inside or outside the ¾ mile boundary.

1.2.3 Facility Portal

The RouteMatch Facility Web Portal allows facilities (healthcare providers, assisted-living homes, senior centers, etc.) that schedule rides for multiple passengers to access a secure online portal making it more

convenient to book and manage transportation on behalf of the facilities consumers. The portal lets authorized facility users register, make, confirm, or cancel reservations for only their eligible patients/residents over the internet via an intuitive browser-based interface. This allows an agency to capture all of the necessary rider information and different trip requests from different facilities in their network. If a rider is not found in the system a facility user can easily add the new rider to the system logging and capturing all necessary information. When using the RouteMatch Facility Web Portal, organizations can choose to approve or reject reservations made online. The RouteMatch Facility Web Portal is fully integrated into RouteMatch scheduling and dispatching technologies so bookings and cancellations are automatically communicated to dispatchers and changes can be optimized and assigned to schedules.



Graphic 2 - Facility Web Portal

Key Features:

- Reduce calls and email trip requests from your facilities in your network
- Decrease the time for a facility to book multiple trips
- Facilities have access only to their eligible patients/residents
- Fully integrated into RouteMatch scheduling and dispatching
- Agencies have the ability to approve or reject reservations made online
- Ability for the facility to add new riders to the portal

1.2.4 Pre / Post Inspection Application

RouteMatch has developed an Inspection application that integrates with the RMMobile application on the tablets. The application is configured to capture pre / post trip data through the RMMobile application and deposited in the back office demand application. The fields are user defined on the tablet and are configured to meet each vehicle type. Once the operator logs into the device they are presented with the form to fill out via the tablet. After completing the information is sent to the backend database and stored for reporting purposes.

1.3 FINAL PRICING

New Technologies Pricing			
Licenses	**Quantity**	**Rates**	**Cost**
RouteMatch Notification Module	33	$1,350	$44,550
Facility Portal	1	$20,000	$20,000
Pre / Post Trip Inspection	33	$500	$16,500
Total			**$81,050**
Hardware	**Quantity**	**Rates**	**Cost**
Otterbox Cases for Samsung Tablets	33	$80	$2,640
Mounting Swap (4) Current Tablets - Need HINT Pole Mount	0	$0	$0
Sub Total			**$2,640**
Implementation (All Four Components)	**Hours**	**Rates**	**Cost**
Project Management	27.00	$110	$2,970
Phase 0 - Initiate	3.00	$110	$330
Phase 1 - Design	40.00	$110	$4,400
Phase 2 - Build	44.00	$110	$4,840
Phase 3 - Educate	32.00	$110	$3,520
Phase 4 - Deployment	33.00	$110	$3,630
Phase 5 - System Acceptance	3.00	$110	$330
Total	**182.00**		**$20,020**
Travel	**Quantity**	**Rates**	**Cost**
Estimated Travel	0	$0	Remote Only
Sub Total			**Remote Only**
Notification Call Service	**Quantity**	**Rates**	**Cost**
Annual Call Service (*Annual Fees for outbound calls. (Est 198,000 min per year)*	1	$5,940	$5,940
Total			**$5,940**
First Year Support and Maintenance	**Quantity**	**Rates**	**Cost**
Support and Maintenance	1	$0	$0

Sub Total			**$0**
First Year Total			**$109,650**
Ongoing Support, Maintenance, Notification Call Fees			$22,150

1.3.1 Allowance

RouteMatch has set for the provision for an allowance to include but not be limited to additional training and equipment in the amount of $17,000. This allowance will be utilized only after consent from both parties.

Note: RouteMatch assumes ECAT will provide the fixed route data in the General Transit Feed Specification file format. Services and cost associated with that effort have been quoted accordingly.

1.4 TIMELINE

Based on the scope above and the data being for the fixed route service being provided in a GTFS format, RouteMatch anticipates a 45 day implementation schedule from notice to proceed. Should the GTFS data not be able to be provided and RouteMatch has to enter / digitize the fixed route data manually, an additional 30 days will be anticipated to complete the fixed route display effort.

REGISTER OF PROPOSERS

PROPOSERS	**Project:** Automated Demand Response Transportation Management System **Specification Number:** PD 14-15.002 **RFP Due Date &Time:** December **16** ~~9~~ ~~2,~~ 2014 by 2:00 p.m. CST		
COMPANY NAME	**PHONE NUMBER**	**FAX NUMBER**	**CONTACT PERSON**
CTS Software, Inc.	800-555-3546	866-244-4351	Adam Fox afox@cts-software.com
RouteMatch Software, Inc.	866-653-3629	404-898-1145	Chad Ralston Chad.Ralston@routematch.com
SUBMITTALS OPENED BY:	Paul R. Nobles**,** Purchasing Coordinator	DATE:	December **16** ~~9~~ ~~2~~, 2014
SUBMITTALS NOTED BY:	Marcia G. Griffin, Admin. Asst.	DATE:	December **16** ~~9~~ ~~2~~, 2014
SUBMITTALS WITNESSED BY:	Don Christian, Escambia Co. Engineering	DATE:	December 16 ~~9~~ ~~2~~, 2014

Posted: 12/16/14 @ 3:00 p.m. CST

PRN:mgg

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7614 **County Administrator's Report 13. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Choctaw Outfall Drainage Improvements PD 14-15.021
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Choctaw Outfall Drainage Improvements - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.021, for Choctaw Outfall Drainage Improvements, to Brown Construction of Northwest Florida, Inc., in the amount of $97,958.90.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #11EN1071]

BACKGROUND:

The Invitation to Bid PD 14-15.021 was advertised in the Pensacola News Journal on December 29, 2014, and January 5, 2015. Eighteen firms were notified on December 29, 2014. Eleven firms picked up the plans and specifications for the bid from the Office of Purchasing. A total of six bids were received on January 27, 2015. Brown Construction of Northwest Florida, Inc. is the low bidder. The original construction of the outfall system for Choctaw Avenue was completed in December 2012. During plan development, the scope of construction was expanded due to mediation requirements which resulted from an eminent domain process. After construction closeout and in accordance with the mediation documentation, the property owner and his legal team received a copy of all as-built information for review. The legal team of the property owner has challenged the County and the court has ruled that some aspects of the improvements were not constructed exactly per plan; therefore a portion of the system will need to be reconstructed. Although the system is functioning as intended and the engineer of record has approved it; the court does not recognize construction variances and will require reconstruction. The scope of the project consists of removal and reinstallation of pipes and the removal and replacement of existing endwall and splash pad.

BUDGETARY IMPACT:

Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project #11EN1071

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form of Contract will be used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.The Invitation to Bid PD14-15.021 was advertised in the Pensacola News Journal on December 29, 2014 and January 5, 2015. Eighteen firms were notified on December 29, 2014. Eleven firms picked up the plans and specifications for the bid from the Office of Purchasing. A total of six bids were received on January 27, 2015. Brown Construction of Northwest Florida, Inc. is the low bidder.

IMPLEMENTATION/COORDINATION:

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

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Choctaw Outfall Drainage Improvements BID # PD 14-15.021**								
Bid Opening Time: 3:00 pm CST Bid Opening Date: 01/27/2015 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl.	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn StatementPursuant to Section 287.133(3)(a), FL. Statutues on Entity Crimes	Grand Total
B & W Utilities, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	$196,690.00
Brown Construction of Northwest Florida, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	$97,958.90
J. Miller Construction, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	$160,950.00
Pensacola Concrete Construction Co., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	$141,175.00
Roads, Inc. of NWF	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	$126,230.00
Site and Utility, LLC	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	$98,424.25
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator				DATE: 01/27/2015				
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate				DATE: 01/27/2015				
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate				DATE: 01/27/2015				

CAR
DATE 02/19/2015

BOCC
DATE 02/19/2015

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Brown Construction of Northwest Florida, Inc. in the amount of $97,958.90.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes: _____

Posted @ 10:30 a.m. CST on 01/29/2015

JFP/adh

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7619 **County Administrator's Report 13. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: PD14-15.029 Artificial Reef Construction
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Artificial Reef Construction - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.029, for Artificial Reef Construction, to Panhandle Underwater Maintenance and Salvage, LLC, and approve the Agreement for Artificial Reef Construction between Escambia County and Panhandle Underwater Maintenance and Salvage, LLC, in the amount of $79,400.

[Funding: Fund 352, Local Option Sales Tax (LOST) III, Cost Center 220102, Object Code 56301, Project Number #10NE0808]

BACKGROUND:

The Office of Purchasing advertised the Invitation to Bid PD14-15.029 in the Pensacola News Journal on February 2, 2015. Ten firms were notified on February 2, 2015. Representatives from seven firms attended the pre-bid meeting on February 6, 2015. Five bids were received on February 25, 2015. Panhandle Underwater Maintenance and Salvage LLC is the lowest responsive bid. This contract is for the clean-up, preparation, towing and deployment as an artificial reef & of theTug Ocean Wind Doc No.264248; built 1952; 141 Gross Tons; 96 Net tons; 87.6ft x 25.1ft; draft 10.4 ft. The vessel was purchased by Escambia County and will be deployed in conjunction with the Florida Wildlife Commission and is presently located at the Port of Pensacola:

BUDGETARY IMPACT:

Funding: Fund Fund 352, Local Option Sales Tax (LOST) III, Cost Center 220102, Object Code 56301, Project Number 10NE0808

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.The Office of Purchasing advertised the Invitation to Bid PD14-15.029 in the Pensacola News Journal on February 2, 2015. Ten firms were notified on February 2, 2015. Representatives from seven firms attended the pre-bid meeting on February 6, 2015. Five bids were received on February 25, 2015. Panhandle Underwater Maintenance and Salvage LLC is the lowest responsive bid.

IMPLEMENTATION/COORDINATION:

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

Attachments

Bid tab

Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Artificial Reef Construction BID # PD 14-15.029**						
Bid Opening Time: 3:00 pm CST Bid Opening Date: 02/25/2015 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknow.	Bid Bond or Check	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknowledgement of Addenda	Grand Total
Coleen Marine, Inc.	Y	Check	Y	Y	Y	Y	$83,949
Von Bergen-Consulting	Y	Check	Y	Y	Y	Y	$79,833
Walter Marine	Y	Check	Y	Y	Y	Y	$94,900
Panhandle Underwater Maintenance and Salvage LLC	Y	Check	Y	Y	Y	Y	$79,400
H. G. Harders & Son, Inc.	Y	Bond	Y	Y	Y	Y	$185,705
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator				DATE: 02/25/2015		
BIDS TABULATED BY:	Lori Kistler, SOSA				DATE: 02/25/2015		
BIDS WITNESSED BY:	Lori Kistler, SOSA				DATE: 02/25/2015		

CAR
DATE 3/19/2015

BOCC
DATE 3/19/2015

The Purchasing Chief/Designee recommends to the BCC: To award to Panhandle Underwater Maintenance and Salvage, LLC for $79,400.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes: _____

*** Von Bergen-Consulting deemed non-responsive.

Posted @ 3:45 p.m. CST on 03/5/2015

JFP/lk

AGREEMENT FOR ARTIFICIAL REEF CONSTRUCTION PD 14-15.029

THIS AGREEMENT is made this _____ day of _____, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Panhandle Underwater Maintenance and Salvage, LLC (hereinafter referred to as "Contractor"), a Florida Limited Liability Company authorized to conduct business in the State of Florida, whose federal identification number is 26-2767378, and whose principal address is 625 Lovejoy Road, NW, Fort Walton Beach, FL 32548.

WITNESSETH:

WHEREAS, on February 2, 2015, the County issued an Invitation to Bidders (PD 14-15.029) seeking a contractor to perform artificial reef construction services; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's **Invitation to Bidders for Artificial Reef Construction**, Specification No. P.D. 14-15.029, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

3. Contract Amount. In exchange for Contractor's provision of the scope of services referenced in Section 2 above, County shall pay Contractor in accordance with the terms of this Agreement a single lump sum payment in the amount of **$79,400.00** (hereinafter "Contract Amount").

4. Method of Payment.

a) County shall make full and final payment of the Contract Amount provided in Section 3 above within forty five (45) calendar days after Contractor's work is finally inspected and accepted by the County, provided that Contractor first, and as an explicit condition precedent to accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the **Release and**

Affidavit attached as **Exhibit B**, and such other documentation that may be required by County.

b) Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.

c) The County may decline to approve final payment, or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

d) All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

5. Contract Time and Liquidated Damages.

a) Time is of the essence in the performance of the work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. Contractor shall commence the work within five (5) calendar days from the Commencement Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. The work shall be fully completed and ready for final acceptance by the County within **120 calendar days** from the Commencement Date (hereinafter "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not completed within the time specified above, as said time may be adjusted as provided for herein. Should Contractor fail to complete the work within the time period noted above, County shall be entitled to assess, as **liquidated damages**, but not as a penalty, $1,000.00 for each calendar day thereafter until completion is achieved.

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

6. Daily Reports.

a) Unless waived in writing by County, Contractor shall complete and submit to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the project site including, but not limited to, the following:

1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the project site, and any other weather conditions which adversely affect the work;

2. Soil conditions which adversely affect the work;

3. The hours of operation by Contractor's personnel and subcontractor's personnel;

4. The number of Contractor's and subcontractor's personnel present and working at the project site, by subcontract and trade;

5. All equipment present at the project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

6. Description of work being performed at the project site;

7. Any unusual or special occurrences at the project site;

8. Materials received at the project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to this Agreement.

b) Contractor shall maintain in a safe place at the project site one record copy of the all documents related to the performance of this Agreement, as well as all shop

drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the work to accurately reflect all field changes that are made to adapt the work to field conditions, changes resulting from change orders and field orders, if applicable, and all concealed and buried installations of piping, conduit and utility services.

c) Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

6. Contract Time and Time Extensions.

a) Contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors, as well as coordinating its work with all work of others at the project site, so that its work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work.

b) Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

c) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

d) Requests for delays due to adverse weather conditions shall meet all of the following conditions: a) Contractor notified the County in writing within forty eight (48) hours of the delay; b) The weather is unusual as documented by supporting data;

c) The weather had an adverse impact on the Contractor's schedule; and d) the Contractor and inspector's daily logs corroborate the adverse impact.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Watercraft Liability Coverage- Because the contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering watercraft liability or protection and indemnity.

(d) Pollution/Environmental Impairment Liability Coverage- Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

(e) Florida statutory Workers' Compensation insurance- The Workers' Compensation policy is to be endorsed, or a separate policy purchased, to include United States Longshoreman and Harborworkers Act coverage and Jones Act coverage. In lieu of Jones Act coverage, Contractor may provide Marine Protection and Indemnity coverage with crew endorsement .

(f) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(g) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597.

(h) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing

and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Panhandle Underwater Maintenance
Attention: John Chomer
625 Lovejoy Road, NW
Fort Walton Beach, Florida 32548

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws.

a) Contractor agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

b) 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.

16. Permits, License and Taxes.

a) Except as otherwise provided in paragraph 16. b) below, all permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

b) Permits required for the Work from Florida Department of Environmental Protection and the Army Corps of Engineers will be paid for and obtained by the County.

c) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/27/15

COUNTY:
BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

CONTRACTOR: PANHANDLE UNDERWATER MAINTENANCE AND SALVAGE, LLC

_____
By:

Date: _____

Witness: _____

Witness: _____

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ARTIFICIAL REEF CONSTRUCTION
SPECIFICATION PD 14-15.029

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE)
- BID FORMS (WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
  OCCUPATIONAL LICENSE
- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE **"REASON FOR NO BID"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

ARTIFICIAL REEF CONSTRUCTION

SPECIFICATION NUMBER PD 14-15.029
BIDS WILL BE RECEIVED UNTIL: 3:00p.m., CST, Tuesday, February 17, 2015
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502, Conference Room 11.407 on Friday, February 6, 2015 at 8:00a.m CST. All Bidders are required to attend.

Board of County Commissioners

Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May

Procurement Assistance:
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807

Technical Assistance:
Robert Turpin
Manager
Escambia County Marine Resources
3363 West Park Place
Pensacola, FL 32505
Cell: (850) 554-5869
Fax: (850) 595-4431

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

Preference in purchase of commodities and services by means of competitive bid.
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000 and $249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000 and $999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

ARTIFICIAL REEF CONSTRUCTION

PD 14-15.029

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Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4878 Fax No: (850) 595-4807

Invitation to Bid

ARTIFICIAL REEF CONSTRUCTION
SOLICITATION NUMBER: PD 14-15.029

SOLICITATION

MAILING DATE: February 2, 2015
PRE-BID CONFERENCE: Mandatory Pre-Sol. Conf. Friday at 8:00a.m., CST, February 6, 2015. All bidders are required to attend.
OFFERS WILL BE RECEIVED UNTIL: Monday at 3:00p.m., CST, February 17, 2015 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____)_____
TOLL FREE NO.: (____)_____
FAX NO.: (____)_____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $ 1000.00

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By_____
Signature of Person Authorized to Sign — Date

ATTEST:_____
Corporate Secretary — Date

[CORPORATE SEAL]

ATTEST:_____
Witness — Date

ATTEST:_____
Witness — Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By_____
County Administrator — Date

WITNESS _____
Date

WITNESS _____
Date

Awarded Date_____

Effective Date_____

BID FORM
Specification Number PD 14-15.029
ARTIFICIAL REEF CONSTRUCTION

Date:_____

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Artificial Reef Construction as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

The base bid amount will be for the vessel deployment — Base Bid $_____
Cost per ton for deployment of approved material — Alternate 1 $_____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number_____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No._____

Type of Contractor's License, Certification and/or Registration_____

Expiration Date:_____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes_____No_____.

Will your company accept Escambia County Direct Payment Vouchers? Yes_____No_____.

County Permits/Fees required for this project:

Permit	Cost

Bidder:_____

By:_____

Signature:_____

Title:_____
Address:_____
_____

Person to contact concerning this bid:
_____
Phone/Toll Free/Fax #_____
_____
E-Mail Address:_____
Home Page Address:_____

Person to contact for emergency service:
_____
Phone/Cell/Pager #:_____
_____

Person to contact for disaster service:
_____
Home Address:_____
_____
Home Phone/Cell/Pager #:_____
_____

Bid Form Continued
PD 14-15.029
ARTIFICIAL REEF CONSTRUCTION

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **$1000.00** of bid.

The work shall be substantially completed within calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above within **one- hundred, twenty (120) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of $1,000.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation **(Please Circle One)** Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number:_____Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

(850) 488-9000 Verified by:_____ Date:_____

(Revised 12/21/01)

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
   - 5.01 **Taxes**
   - 5.02 **Discounts**
   - 5.03 **Mistakes**
   - 5.04 **Condition and Packaging**
   - 5.05 **Safety Standards**
   - 5.06 **Invoicing and Payment**
   - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
   - 9.01 **County Procedure on Acceptance of Gifts**
   - 9.02 **Contractors Required to Disclose any Gift Giving**
   - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 14-15.029, "Artificial Reef Construction", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by

telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

SCOPE OF WORK SUMMARY - SEE EXHIBIT A

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check (s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, Purchasing Coordinator, (850) 595-4878, Fax: (850) 595-4807. Technical questions may be directed to Robert Turpin, Marine Division, (850) 554-5869, Fax: 850-595-4431. Written questions no later than 5:00 p.m., Wednesday, February 11, 2015.

4. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.
The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

5. **Mandatory Pre-Solicitation Conference**

A Mandatory Pre-Solicitation Conference will be held at the 213 Palafox Place, Pensacola, FL in Conference Room #11.407 on February 6, 2015, at 8:00 a.m., CST.

6. **Delivery**

Delivery is requested within 120 calendar days after receipt of purchase order or release order.

7. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

8. **Termination**

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

9. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

10. **Award**

Award shall be made on an "all-or-none total" basis.

11. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

12. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor' s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or

adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor' s deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

United States Longshoremen and Harborworkers Act Coverage
The workers compensation policy is to be endorsed, or a separate policy purchased, to include United States Longshoremen and Harborworkers Act coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage
The workers compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.
The requirement for Jones Act coverage may be satisfied by purchasing a Marine Protection and Indemnity (P & I) policy with the crew endorsement.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Joe Pillitary, CPPO, CPPB

Office of Purchasing, 2nd FL, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4807

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance
The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement
All of contractor's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the county shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Commercial General Liability Coverage Project Aggregate
Because the commercial general liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of $2,000,000 is required by the County for this agreement or contract.

Watercraft Liability Coverage
Because the contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, nonowned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering watercraft liability or protection and indemnity.

Pollution/Environmental Impairment Liability Coverage
Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands,

judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

EXHIBIT A – SCOPE OF WORK

Information Items for Solicitation: Escambia County Artificial Reef Construction
26 Jan 2015
Robert Turpin, Marine Resources Division

26 Jan 2015: Scope of Work

Tug Ocean Wind Doc No.264248; built 1952; 141 Gross Tons; 96 Net tons; 87.6ft x 25.1ft; draft 10.4ft

Vessel presently located at Port of Pensacola; Approximate Reef deployment coordinates: N30-11.0'; W087-12.0'

Scope of Work for Vessel Clean-up, Preparation, Towing and Deployment as an Artificial Reef:

1. Provide Insurance coverage as required by Escambia County Risk Manager. Includes: Insurance necessary for period of contractor's custody, clean-up, deployment preparations, tow & deployment as an artificial reef in the Gulf of Mexico within approx. 10 miles from Pensacola Pass. Workers Comp., and Jones Act & Harbor-Workers coverages as required; Insurance coverage to remain in effect until vessel is placed on the seabed at the planned deployment coordinates in compliance with all permit conditions and applicable regulations/requirements. Final inspection by Escambia County Marine Resources Division will be made as soon as possible after deployment. Results of final inspection will be provided to contractor in writing.
2. Vessel will be deployed in Escambia SE Artificial Reef Site, located approximately 10 nautical miles southeast of Pensacola Pass at a depth of 90-95 ft. (Approximate Reef deployment coordinates: N30-11.0'; W087-12.0'); anchored with suitable ship's anchor(s), including sufficient scope of anchor rode to maintain vessel position under existing weather and sea conditions. Substitute anchor(s) may be proposed by contractor, but must be approved, in writing, by Marine Resources Division. Deployment vessel will be capable of providing additional positional support; Details will be provided in written Emergency/Contingency Plan.
3. Obtain a Towing Permit from US Coast Guard (if required); Prepare Emergency/Contingency Plan for approval by Escambia County prior to deployment as artificial reef.
4. Environmental Preparations: See EPA BMPs for Preparing Vessels Intended to be Artificial Reefs
5. Remove all petroleum from tanks, lines, and machinery (e.g., main engine, transmission, pumps, etc). No sheen will be allowed to be visible at surface during/after deployment. Contractor responsible for responding to discharges per state and federal regulations.
6. Clean tanks, lines, bilges, etc
7. Certified "Clean" as required by state and federal permits
8. Peeling/flaking paint, likely to come off during the sinking process will be scraped off and removed to appropriate land disposal site. Note: Paint samples from engine room interior, interior crew space, and vessel exterior have been tested for Poly-Chlorinated Biphenyles (PCBs); results indicate paints do not contain regulated PCB concentrations.

9. Remove and properly dispose of all non-compliant materials such as furnishings, appliances, machinery (except main engine and transmission) wood paneling, insulation, plastics, wiring, glass windows, cut and remove all doors, hatches, etc.
10. Vessel hull, superstructure, propeller, shaft are to remain intact and in place to the maximum extent possible. Modifications to the vessel shall be approved by the County.
11. Vessel to be deployed on the seafloor in a upright position, therefore holes will be cut through hull, bulkheads and other structural components to facilitate controlled sinking without the use of explosives.
12. Written Deployment Plan will be provided to Escambia County and Florida Fish and Wildlife Conservation Commission for review and approval.
13. Any floatable debris appears on the surface during and within one hour deployment will be removed by the contractor.
14. Prepare vessel for sinking via controlled flooding. No explosives will be used for deployment.
15. Provide all towing and docking facilities. Mariners must possess all necessary licenses, documents, etc.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
(850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS, CPPO
Purchasing Manager

February 10, 2015

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: **Artificial Reef Construction**
Specification Number PD 14-15.029

Bidders:

This Addendum #1 for the following:

Change in Bid Form:

Please remove and replace page 4 of the bid form.

Please remove and replace Scope of Work.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Joe F. Pillitary Jr.

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED: _____
COMPANY:
JP/lk

Attachments

BID FORM
Specification Number PD 14-15.029
ARTIFICIAL REEF CONSTRUCTION

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date:_____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Artificial Reef Construction as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

The base bid amount will be for the vessel deployment Base Bid $_____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number_____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No._____

Type of Contractor's License, Certification and/or Registration_____

Expiration Date:_____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes_____No_____.

Will your company accept Escambia County Direct Payment Vouchers? Yes_____No_____.

County Permits/Fees required for this project:

Permit	Cost

Bidder:_____

By:_____

Signature:_____

Title:_____
Address:_____
_____

Person to contact concerning this bid:
_____
Phone/Toll Free/Fax #_____
_____
E-Mail Address:_____
Home Page Address:_____

Person to contact for emergency service:
_____
Phone/Cell/Pager #:_____
_____

Person to contact for disaster service:
_____
Home Address:_____
_____
Home Phone/Cell/Pager #:_____
_____

EXHIBIT A – SCOPE OF WORK

Information Items for Solicitation: Escambia County Artificial Reef Construction
26 Jan 2015
Robert Turpin, Marine Resources Division

26 Jan 2015: Scope of Work

Tug Ocean Wind Doc No.264248; built 1952; 141 Gross Tons; 96 Net tons; 87.6ft x 25.1ft; draft 10.4ft
Vessel presently located at Port of Pensacola; Approximate Reef deployment coordinates: N30-11.0'; W087-12.0'

Scope of Work for Vessel Clean-up, Preparation, Towing and Deployment as an Artificial Reef:

1. Provide Insurance coverage as required by Escambia County Risk Manager. Includes: Insurance necessary for period of contractor's custody, clean-up, deployment preparations, tow & deployment as an artificial reef in the Gulf of Mexico within approx. 10 miles from Pensacola Pass. Workers Comp., and Jones Act & Harbor-Workers coverages as required; Insurance coverage to remain in effect until vessel is placed on the seabed at the planned deployment coordinates in compliance with all permit conditions and applicable regulations/requirements. Final inspection by Escambia County Marine Resources Division will be made as soon as possible after deployment. Results of final inspection will be provided to contractor in writing.
2. Vessel will be deployed in Escambia SE Artificial Reef Site, located approximately 10 nautical miles southeast of Pensacola Pass at a depth of 90-95 ft. (Approximate Reef deployment coordinates: N30-11.0'; W087-12.0'); anchored with suitable ship's anchor(s), including sufficient scope of anchor rode to maintain vessel position under existing weather and sea conditions. Substitute anchor(s) may be proposed by contractor, but must be approved, in writing, by Marine Resources Division. Deployment vessel will be capable of providing additional positional support; Details will be provided in written Emergency/Contingency Plan.
3. Obtain a Towing Permit from US Coast Guard (if required); Prepare Emergency/Contingency Plan for approval by Escambia County prior to deployment as artificial reef.
4. Environmental Preparations: See EPA BMPs for Preparing Vessels Intended to be Artificial Reefs
5. Remove all petroleum from tanks, lines, and machinery (e.g., main engine, transmission, pumps, etc). No sheen will be allowed to be visible at surface during/after deployment. Contractor responsible for responding to discharges per state and federal regulations.
6. Clean tanks, lines, bilges, etc
7. Certified "Clean" as required by state and federal permits
8. Peeling/flaking paint, likely to come off during the sinking process will be scraped off and removed to appropriate land disposal site. Note: Paint samples from engine room interior, interior crew space, and vessel exterior have been tested for Poly-Chlorinated Biphenyles (PCBs); results indicate paints do not contain regulated PCB concentrations.
9. Remove and properly dispose of all non-compliant materials such as furnishings, appliances, machinery (except main engine and transmission) wood paneling, insulation, plastics, wiring, glass windows, cut and remove all doors, hatches, etc.
10. Vessel hull, superstructure, propeller, shaft are to remain intact and in place to the maximum extent possible. Modifications to the vessel shall be approved by the County.

11. Vessel to be deployed on the seafloor in a upright position, therefore holes will be cut through hull, bulkheads and other structural components to facilitate controlled sinking without the use of explosives.
12. Written Deployment Plan will be provided to Escambia County and Florida Fish and Wildlife Conservation Commission for review and approval.
13. Any floatable debris appears on the surface during and within one hour deployment will be removed by the contractor.
14. Prepare vessel for sinking via controlled flooding. No explosives will be used for deployment.
15. Provide all towing and docking facilities. Mariners must possess all necessary licenses, documents, etc.

    Bidder (or subcontracted entity to be named in bid) will provide vessel name, description, location, and date of deployment as an artificial reef as documentation of minimum qualification to be considered in this solicitation. Vessel should be of similar in size and complexity as the Ocean Wind, or larger.

BOARD OF COUNTY COMMISSIONERS
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213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
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(850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS, CPPO
Purchasing Manager

February 13, 2015

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: **Artificial Reef Construction**
Specification Number PD 14-15.029

Bidders:

This Addendum #2 for the following:

Change in Bid Opening Date and Replace Page 2 of the Bid Form:

From: Tuesday, February 17, 2015 at 3:00 p.m., CST
To: Thursday, February 19, 2015 at 3:00 p.m., CST

Remove and Replace Page 2 of 2 in Bid Package.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Joe F. Pillitary

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED: _____
COMPANY:
JP/lk

Bid Form Continued
PD 14-15.029
ARTIFICIAL REEF CONSTRUCTION

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **$1000.00** of bid.

The work shall be substantially completed within calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above within one- **hundred, twenty (120) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of $1,000.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. ~~**A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder.**~~ Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
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(SUNCOM) 695-4980
(850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS, CPPO
Purchasing Manager

February 18, 2015

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: Artificial Reef Construction
Specification Number PD 14-15.029

Bidders:

This Addendum #3 for the following:

Change in Bid Opening Date and Replace SOW:

From: Thursday, February 19, 2015 at 3:00 p.m., CST
To: Wednesday, February 25, 2015 at 3:00 p.m., CST

Remove and Replace Scope of Work.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Joe F. Pillitary J

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED: _____
COMPANY:
JP/lk

EXHIBIT A – SCOPE OF WORK

Information Items for Solicitation: Escambia County Artificial Reef Construction
26 Jan 2015
Robert Turpin, Marine Resources Division

26 Jan 2015: Scope of Work

Tug Ocean Wind Doc No.264248; built 1952; 141 Gross Tons; 96 Net tons; 87.6ft x 25.1ft; draft 10.4ft

Vessel presently located at Port of Pensacola; Approximate Reef deployment coordinates: N30-11.0'; W087-12.0'

Scope of Work for Vessel Clean-up, Preparation, Towing and Deployment as an Artificial Reef:

1. Provide Insurance coverage as required by Escambia County Risk Manager. Includes: Insurance necessary for period of contractor's custody, clean-up, deployment preparations, tow & deployment as an artificial reef in the Gulf of Mexico within approx. 10 miles from Pensacola Pass. Workers Comp., and Jones Act & Harbor-Workers coverages as required; Insurance coverage to remain in effect until vessel is placed on the seabed at the planned deployment coordinates in compliance with all permit conditions and applicable regulations/requirements. Final inspection by Escambia County Marine Resources Division will be made as soon as possible after deployment. Results of final inspection will be provided to contractor in writing.
2. Vessel will be deployed in Escambia SE Artificial Reef Site, located approximately 10 nautical miles southeast of Pensacola Pass at a depth of 90-95 ft. (Approximate Reef deployment coordinates: N30-11.0'; W087-12.0'); anchored with suitable ship's anchor(s), including sufficient scope of anchor rode to maintain vessel position under existing weather and sea conditions. Substitute anchor(s) may be proposed by contractor, but must be approved, in writing, by Marine Resources Division. Deployment vessel will be capable of providing additional positional support; Details will be provided in written Emergency/Contingency Plan.
3. Obtain a Towing Permit from US Coast Guard (if required); Prepare Emergency/Contingency Plan for approval by Escambia County prior to deployment as artificial reef.
4. Environmental Preparations: See EPA BMPs for Preparing Vessels Intended to be Artificial Reefs
5. Remove all petroleum from tanks, lines, and machinery (e.g., main engine, transmission, pumps, etc). No sheen will be allowed to be visible at surface during/after deployment. Contractor responsible for responding to discharges per state and federal regulations.
6. Clean tanks, lines, bilges, etc
7. Certified "Clean" as required by state and federal permits
8. Peeling/flaking paint, likely to come off during the sinking process will be scraped off and removed to appropriate land disposal site. Note: Paint samples from engine room interior, interior crew space, and vessel exterior have been tested for Poly-Chlorinated Biphenyles (PCBs); results indicate paints do not contain regulated PCB concentrations.

9. Remove and properly dispose of all non-compliant materials such as furnishings, appliances, machinery (except main engine and transmission) wood paneling, insulation, plastics, wiring, glass windows, cut and remove all doors, hatches, etc.
10. Vessel hull, superstructure, propeller, shaft are to remain intact and in place to the maximum extent possible. Modifications to the vessel shall be approved by the County.
11. Vessel to be deployed on the seafloor in a upright position, therefore holes will be cut through hull, bulkheads and other structural components to facilitate controlled sinking without the use of explosives.
12. Written Deployment Plan will be provided to Escambia County and Florida Fish and Wildlife Conservation Commission for review and approval.
13. Any floatable debris appears on the surface during and within one hour deployment will be removed by the contractor.
14. Prepare vessel for sinking via controlled flooding. No explosives will be used for deployment.
15. Provide all towing and docking facilities. Mariners must possess all necessary licenses, documents, etc.

STATE OF FLORIDA REQUIREMENTS:
DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

A. DESCRIPTION OF GOODS / SERVICES

The objective of this activity is to construct a marine artificial reef by cleaning and preparing to environmental standards acceptable to the **COMMISSION,** 87 foot long steel hulled tug, *Ocean Wind.* The vessel is to be subsequently towed under a U.S Coast Guard approved towing plan and sunk without the use of explosives in accordance with a **COMMISSION** reviewed and approved sink plan in 90-95 feet of water 10 nautical miles southeast of Pensacola Pass in the Gulf of Mexico within the boundaries of the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers permitted artificial reef site identified as Escambia Southeast. The approximate deployment coordinates for the vessel will be 30° 11.0' North Latitude; 87° 12.0' West Longitude.
The artificial reef construction activity to be funded consists of the following elements:

VESSEL DESCRIPTION AND HISTORY

1. The artificial reef to be deployed in accordance with this Agreement is the Tug *Ocean Wind*, U.S. Coast Guard Document No. 264248. The tug was built in 1952, has a displacement of 141 Gross Tons, 96 Net Tons. It is 87.6 feet long, has a beam of 25.1 ft. and a draft of 10.4 feet. The vessel vertical height from the keel to the top of the mast is 37 feet. It is a single screw tug with a 12 cylinder 1500 horsepower General Motors Electromotive Division (EMD) diesel engine. The vessel was moored at the Port of Pensacola at the time it was purchased from the company, Offshore Tugs, by the **GRANTEE** utilizing funds unrelated to this Agreement. The **GRANTEE** is the vessel title holder.

2. *Ocean Wind* was in active service as a ship docking assist tug, most recently at the Port of Pensacola until September 2013 when it was retired. The vessel was completely gutted (except for the engine) and refurbished in 1994 at a cost of one million dollars. The *Ocean Wind* was an ABS class vessel which required dry docking and hull examination every five years. The last dry dock hull inspection was in 2008 when the hull was reported to be sound, with a steel thickness of one-half inch. The **GRANTEE**, prior to the purchase of the vessel, authorized the salvage by employees of Offshore Tugs any materials or equipment that might have operational use in other tugs in the company's fleet. These items would typically have been removed as part of the vessel cleaning and preparation for sinking as an artificial reef.

VESSEL CLEANING AND PREPARATION FOR SINKING

3. The purpose of environmentally preparing the *Ocean Wind* is to ensure that the vessel shall be clean and free from petroleum, or other hydrocarbons and toxic residues, loose free floating material or other deleterious substances. The **GRANTEE** shall ensure that that the Environmental Protection Agency's Guidelines for preparing Vessels Intended for Use as Artificial Reefs are followed as well as operate in accordance with the U.S. Army Corps of Engineers and Florida Department of Environmental Protection permit conditions specific to the Escambia Southeast Artificial Reef Permitted Area in which the *Ocean Wind* will be placed.

4. The **GRANTEE** shall ensure the removal from the *Ocean Wind* of all residual oil from five fuel tanks one bulk oil tank, one gravity tank, all fuel lines, pumps, transmission, engine and other machinery. This includes degreasing all lines and the main engine, the latter be left in place as ballast. If a fuel line, pipe, or other oil containing equipment can't be accessed for cleaning, remove it. Engine covers are to be removed along with deck plates over the bilge which will also be cleaned of residual petroleum products. Clean out the sludge tank. Fuel tanks must be certified clean by a chemist's visual inspection and report. Following a formal inspection, tanks may be filled with sea water and sealed to facilitate ballasting of the vessel. No petroleum surface sheen shall be allowable on the sea surface during or after vessel deployment.

5. The **GRANTEE** shall ensure that the removal of peeling/flaking paint, likely to come off during the sinking process, will be scraped off and removed to an appropriate land disposal site. Paint samples from engine room interior, interior crew space, and vessel exterior have been previously laboratory tested for polychlorinated biphenyls (PCBs) and the lab results, indicating no PCBs at regulated levels, have been reviewed by the **COMMISSION.** No further testing of paint for PCBs is required under this Agreement.

6. The **GRANTEE** shall ensure removal and proper disposal, including recycling where possible throughout the *Ocean Wind* of all electrical wiring, electric panel boxes, lights, pipe blanket insulation, plastic material, tire and other rubber hull bumpers, wood paneling, wood cabinets and counters, plywood sheeting, bulkhead and overhead insulation and panels, glass windows, gaskets, galley appliances, including sinks, stoves, refrigeration units; crew quarters furnishings including sink and head; all machinery, including motors, fans, generators, central air unit but excluding the main engine and transmission. To minimize entrapment, cut and remove all doors, and hatches, including the deck hatch above the engine room as well as engine room access stairways. To minimize cumulative loss of fishing gear, remove exterior outer railings. The vessel's propeller, propeller shaft and rudder are to remain in place and the vessel hull, and superstructure are to remain intact to the maximum extent possible. The **GRANTEE** and **COMMISSION** must approve in advance any hull or superstructure modifications proposed by the contractor.

7. The **GRANTEE** agrees to allow the **COMMISSION** to conduct on-site inspections of the *Ocean Wind* before, during, and after vessel cleaning and preparation as well as observe the vessel deployment process and post-sink orientation and condition of the tug once on the sea floor.

VESSEL TOWING AND SINKING PLANS AND CARGO MANIFEST

8. The **GRANTEE** agrees to provide the **COMMISSION** for its review and approval written towing and deployment plans for the *Ocean Wind.* No explosives will be utilized in the sinking of the vessel which will be sunk by controlled flooding. The sink plan will describe the size and location of holes to be cut through the bulkheads, decking, and through the hull above the waterline as may be required to allow escape of air and facilitate the sinking process, as well as the physical method proposed to initiate sinking (for example opening sea cocks, flooding from external pumps, a combination thereof, etc.).

9. The **GRANTEE's** Project Manager shall complete the FWC Artificial Reef Cargo Manifest form to be maintained onboard the towing vessel at all times during the offshore transport of the pursuant to Chapter 379.249, Florida Statutes. The form is available on the **COMMISSION's** website: http://www.myfwc.com/conservation/saltwater/artificial-reefs.

VESSEL DEPLOYMENT AND MATERIALS PLACEMENT

10. During the deployment of the *Ocean Wind* the vessel must be effectively moored through use of at least one ship's anchor of appropriate size to hold in place the vessel and with sufficient scope to avoid anchor drag during the sinking process. The towing vessel must have the ability to assist in positioning or re-positioning the *Ocean Wind* so that the anchor sinks to the bottom within 100 feet of the proposed target coordinates (to ensure accurate placement of the concrete patch reef on the bottom. Material must be

arranged to provide habitat complexity as well as provide sand bottom forage area opportunities. Individual reef materials should not be widely scattered. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The towing vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel, and the designated **GRANTEE** observer on site. Deployment operations will only be initiated when sea height in the operations area is no greater than one to two feet as forecast by the nearest NOAA weather office. Either the **COMMISSION's** observer, the **GRANTEE's** observer or the contractor's vessel captain reserves the right to suspend the initiation of sinking operations if positioning or other deployment objectives, including safety of personnel and equipment, are not being met. The **GRANTEE** will ensure that adequate equipment is be available at the deployment site for at least an hour after the vessel sinks to recover any floatable objects.

11. The *Ocean Wind* will be sunk so that it lands upright on the bottom, in the Escambia Southeast Permit Area, anticipating some list up to 30° due to the vessel's round bottom. The directional orientation of the vessel once on the bottom can be flexible based upon the wind direction and the current set at the time of the vessel sinking.

12. The minimum vertical clearance of 45 ft. shall be maintained above the highest point of the *Ocean Wind* in accordance special conditions of the US Army Corps of Engineers permit number SAJ-2012-02869(IP-SWA) for the Escambia Southeast artificial reef permitted area. The vessel will be placed at a depth of 90-95 feet Mean Low Water at the approximate coordinates of 30° 11.0' North Latitude; 87° 12.0' West Longitude, in the western end of the 1.7 nautical mile by 5.95 nautical mile area

13. The **GRANTEE's** Contract Manager or **GRANTEE's** designated official observer shall oversee the temporary marking of the vessel deployment location in advance of the *Ocean Wind* deployment in order to assist the contractor in the proper placement of the vessel. The markers shall be buoys of sufficient size and color to be clearly visible to the tug captain, and sufficiently anchored and with sufficient scope so that they will not drift off the designated deployment site prior to deployment. The **COMMISSION** will not reimburse the **GRANTEE** for expenditures related to environmental preparation, towing and sinking of the *Ocean Wind* if the vessel is placed outside the Escambia Southeast permitted area in noncompliance with permit conditions. Precise GPS placement of marker buoys that do not shift position with time are important to insure the reef is constructed within the permitted area.

14. The **GRANTEE's** Project Manager or **GRANTEE's** designated official observer shall remain on site during the entire deployment phase of the operation and confirm the GPS coordinates of the *Ocean Wind* placement as well as the maximum vertical relief of the vessel using a fathometer after the *Ocean Wind* is on the bottom.

15. Both the **GRANTEE** and its contractor shall have on site current nautical charts of the deployment area, with the permitted site indicated on the chart. The proposed reef deployment coordinates and the corner coordinates of the Escambia Southeast reef area will also be in possession of the **GRANTEE's** observer and the subcontractor when on site. The **GRANTEE's** observer shall also be in possession of a copy of the Army Corps permit for the area where the deployments are taking place. The **GRANTEE** shall be responsible for insuring that all permit condition terms are complied with.

EXHIBIT B

RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7865 **County Administrator's Report 13. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Dredging of Lafitte Cove Canal PD 14-15.040
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Dredging of Lafitte Cove Canal - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Term Contract, PD 14-15.040, for Dredging of Lafitte Cove Canal, to Coastal Reef Builders, Inc., and approve the Agreement between Escambia County, Florida, and Coastal Reef Builders, Inc., in the amount of $65,000.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211602, Object Code 54601]

BACKGROUND:

The solicitation was advertised in the Pensacola News Journal on February 23, 2015. Four firms were notified on February 3, 2015. Two bids were received. Subsequently, on June 10, 2013 the Board signed Resolution (R2013-68) designating Lafitte Cove Canal as a public waterway and accepting continued maintenance of the Canal. Two bids were received on March 26, 2015. Coastal Reef Builders Inc. is the low bid.

The Public Works Department currently manages the dredging activities, and is seeking to enter into a 3 year contract with a dredging contractor to perform the necessary dredges (4 month intervals) each year. The proposed dredging schedule is set for February, June, and October of each year within the contractual length of schedule.

The contractor is to mechanically dredge up to 1200 cubic yards of material, but no more than absolutely necessary for vessels to adequately navigate the canal. The area to be dredged is approximately a 50’ x 95’ area to - 5.0 Mean Low Water at the entrance of the canal, per the ACOE permit. The contractor is to transport and discharge the dredged materials to the upland discharge site, which is the vacant parcel south of the existing Pensacola Beach Water Towers located on the east side of the Little Sabine Inlet.

BUDGETARY IMPACT:

Funding: Fund 175, Transportation Trust, Cost Center 211602, Object Code 54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual, prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.The solicitation was advertised in the Pensacola News Journal on February 23, 2015. Four firms were notified on February 23, 2015. Two bids were received on March 26, 2015. Subsequently, on June 10, 2013 the Board signed Resolution (R2013-68) designating Lafitte Cove Canal as a public waterway and accepting continued maintenance of the Canal. Coastal Reef Builders Inc. is the low bid.

IMPLEMENTATION/COORDINATION:

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

Attachments

Bid Tab

Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Dredging of Lafitte Cove Canal** **BID # PD 14-15.040**					
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 03/26/2015 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknow.	Bid Bond or Check	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Cost per Cubic Yard
Sycamore Construction	Y	Bond	Y	Y	Y	$89
Coastal Reef Builders, Inc.	Y	Check	Y	Y	Y	$40
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator			DATE: 03/26/2015		
BIDS TABULATED BY:	Lori Kistler, SOSA			DATE: 03/26/2015		
BIDS WITNESSED BY:	Lori Kistler, SOSA			DATE: 03/26/2015		

CAR
DATE 4/23/2015

BOCC
DATE 4/23/2015

The Purchasing Chief/Designee recommends to the BCC: To award a Contract to Coastal Reef Builders, Inc. in the amount of $65,000.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes: _____

JFP/lk

Posted @ 3:30 p.m. CDT on 04/09/2015

AGREEMENT FOR DREDGING OF LAFITTE COVE CANAL
PD 14-15.040

THIS AGREEMENT is made this _____ day of _____, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Coastal Reef Builders, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-3375830, whose principal address is 40 Audusson Avenue, Pensacola, Florida 32507.

WITNESSETH:

WHEREAS, on February 23, 2015, the County issued an Invitation to Bid (PD 14-15.040) seeking a contractor to dredge the entryway of Lafitte Cove Canal; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of providing such dredging services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. Term. This Agreement shall commence as of the effective date and continue for a term of one (1) year. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

The County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the initial term. The total duration of this agreement shall not exceed the duration of three (3) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bid for dredging of Lafitte Cove Canal, Specification No. P.D. 14-15.040, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. County shall pay Contractor for dredging services in accordance with the Contractor's Bid Form, dated March 26, 2015, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services and equipment shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for materials purchased through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Watercraft Liability Coverage- Because the contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering watercraft liability or protection and indemnity.

(d) Pollution/Environmental Impairment Liability Coverage- Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

(e) Florida statutory Workers' Compensation insurance- The Workers' Compensation policy is to be endorsed, or a separate policy purchased, to include United States Longshoreman and Harborworkers Act coverage and Jones Act coverage. In lieu of Jones Act coverage, Contractor may provide Marine Protection and Indemnity coverage with crew endorsement.

(f) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(g) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

(h) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be

provided to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Coastal Reef Builders, Inc.
Attention: Kenneth D. Minnick
40 Audusson Avenue
Pensacola, Florida 32507

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

16. Permits, License and Taxes.

a) County shall pay for and procure the permits required for the Work from Florida Department of Environmental Protection and the Army Corps of Engineers. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

CONTRACTOR:
COASTAL REEF BUILDERS, INC.

_____
By: Kenneth D. Minnick, President

ATTEST:

By: _____
Corporate Secretary
(SEAL)

Date: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/9/15

EXHIBIT A

Scope of Services
For Dredging of
Lafitte Cove Canal
Pensacola Beach, FL

I. Purpose

Escambia County is seeking the services of a licensed dredging contractor to dredge the entryway of Lafitte Cove Canal. The contractor is to mechanically dredge up to 1200 cubic yards of material, but no more than absolutely necessary, for vessels to adequately navigate the canal entryway, within the permitted 50' x 95' area to -5.0 Mean Low Water at the entrance of Lafitte Cove Canal (See attached ACOE permit for exact dredge area). The estimated amount per dredge is approximately 500 cubic yards. The dredged material is to be transported to an upland site located south of the Pensacola Beach Blvd. Water Towers (See attached Dredge Site and Dredge Transport Site Maps). With County approval, the contractor is to dredge the canal entryway within the permitted area a maximum of three times per year (4 month intervals). The months in which to dredge will be determined at time of contractor selection; however, the anticipated months are February, June, and October of each year within the contractual length of service.

II. Description of Work Activities

The contractor shall perform the following activities:

1. Dredging – The contractor is to mechanically dredge up to 1200 cubic yards of material, but no more than absolutely necessary for vessels to adequately navigate the canal entryway, within the permitted 50' x 95' area to -5.0 Mean Low Water at the entrance of Lafitte Cove Canal three times per year. The contractor is to contact the County Project Manager (PM) no less than 10 calendar days prior to beginning work for formal, written approval.

2. Transport and Discharge – The contractor is to transport and discharge the dredged materials to the pre-determined upland discharge site (vacant parcel south of the existing Pensacola Beach Water Towers located on the east side of the Little Sabine Inlet).

3. Invoice – As stated above, the contractor is to receive written approval from the County PM prior to conducting each dredging activity, list the days for which the dredging is to occur, perform the work, and then submit an accurate invoice to the County PM for payment of work completed.

III. Length of Services

Services to be rendered by the contractor, as herein described, will commence immediately upon receiving the Notice to Proceed (NTP) from the County. The contract is established for three years from the Notice to Proceed with annual evaluations to occur no less than 365

calendar days from NTP submittal, or to occur after the final yearly dredge is completed. The evaluations will allow the County and the contractor to discuss the work performed, negotiate future costs, e.g. fuel, and other items deemed necessary for discussion.

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
PENSACOLA REGULATORY OFFICE
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA, FLORIDA 32502

REPLY TO
ATTENTION OF

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2010-00357 (NW-HMM)

July 11, 2012

Lafitte Cove Homeowners Association
c/o Thomas Almon, President
230 Le Starboard Drive
Pensacola Beach, FL 32561

Dear Mr. Almon:

Your application for a Department of the Army permit received on March 7, 2012, has been assigned number SAJ-2010-00357 (NW-HMM). A review of the information and drawings provided shows the proposed work is to mechanically dredge approximately 1200 cubic yards of material from a 50' x 95' area to -5.0 Mean Low Water at the entrance of Lafitte Cove Canal. The dredged material will be placed in a hopper barge and transported to a self-contained upland dredge material disposal cell located at Brown's Marine with no return water to waters of the United States. The project is located at the Lafitte Cove Canal entrance on Pensacola Beach in Section 28, Township 02 South, Range 26 West, in Escambia County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 35. In addition, project specific conditions have been enclosed. This verification is valid until **July 11, 2014**. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory webpage to access web links to view the Final Nationwide Permits, Federal Register Vol. 77, dated February 21, 2012, the Corrections to the Final Nationwide Permits, Federal Register 77, March 19, 2012, and the List of Regional Conditions. The website address is as follows:

http://www.saj.usace.army.mil/Divisions/Regulatory/sourcebook.htm

Please be aware this web address is case sensitive and should be entered as it appears above. Once there you will need to click on "Nationwide Permits." These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for this NWP. Additionally, enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this authorization:

1. All reports, documentation and correspondence required by the conditions of this permit shall be submitted to the following address: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 41 North Jefferson Street, Suite 301, Pensacola, Florida 32502. The Permittee shall reference *the above permit number* on all submittals.

2. Immediately upon completion of the work authorized, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit to the Corps. In the event that the completed work deviates, in any manner, from the authorized work, the Permittee shall describe, on the Self-Certification Form, the deviations between the work authorized by the permit and the work as constructed. Please note that the description of any deviations on the Self-Certification Form does not constitute approval of any deviations by the Corps.

3. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

4. Prior to the initiation of any of the work authorized by this permit the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all erodible materials have been stabilized.

5. The Permittee shall comply with the attached "Standard Manatee Conditions for In-Water Work – 2011".

6. The Permittee shall comply with the attached National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006, which also applies to Gulf and shortnose sturgeon.

7. The area to be dredged shall not exceed the dimensions and depths indicated on the permit drawings.

8. The dredged material shall be mechanically dredged and placed into a hopper barge without return water to waters of the United States. The dredged material will be transported to a self-contained upland dredge material disposal cell at Brown's Marine. The self-contained upland dredged material disposal cell will be stabilized utilizing appropriate BMPs to contain and prevent the re-introduction of dredged material and associated effluent into waters of the United States. No discharge of dredged material or effluent to waters of the United States shall be allowed during the dredging operation.

9. No building or fill materials, tools or other equipment shall be stockpiled within the waters of the United States.

10. All contractors involved in this permitted activity shall be provided copies of this permit in its entirety. A copy shall remain on site at all times during construction.

11. Cultural Resources/Historic Properties:

a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Corps. The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. A cultural resources assessment may be required of the permit area, if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO and the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work in the vicinity shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist. The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist, SHPO and the Corps.

e. In the unlikely event that human remains are encountered on federal or tribal lands, or in situations where Archaeological Resources Protection Act of 1979, or Native American Graves Protection Repatriation Act of 1990 applies, all work in the vicinity shall immediately cease and the Permittee immediately notify the Corps. The Corps shall then notify the appropriate THPO(s) and SHPO. Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. After such notification, project activities on federal lands shall not resume without written authorization from the Corps, and/or appropriate THPO(s), SHPO, and federal manager. After such notification, project activities on tribal lands shall not resume without written authorization from the appropriate THPO(s) and the Corps.

This letter of authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. Prior to the initiation of any construction, projects qualifying for this Nationwide permit must qualify for an exemption under section 403.813(1), F.S. or 373.406, F.S., or otherwise be authorized by the applicable permit required under Part IV of Chapter 373, F.S., by the Department of Environmental Protection, a water management district under section 373.069, F.S., or a local government with delegated authority under section 373.441, F.S., and receive Water Quality Certification (WQC) and applicable Coastal Zone Consistency

Concurrence (CZCC) or waiver thereto, as well as any authorizations required for the use of state-owned submerged lands under Chapter 253, F.S., and, as applicable, Chapter 258, F.S. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (http://www.myfwc.com/license/wildlife/) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (http://www.fnai.org/) also maintains updated lists, by county, of documented occurrences of those species.

This letter does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the Internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact Holly Millsap by the letterhead address, by email at Holly.M.Millsap@usace.army.mil or by telephone at 850-470-9823.

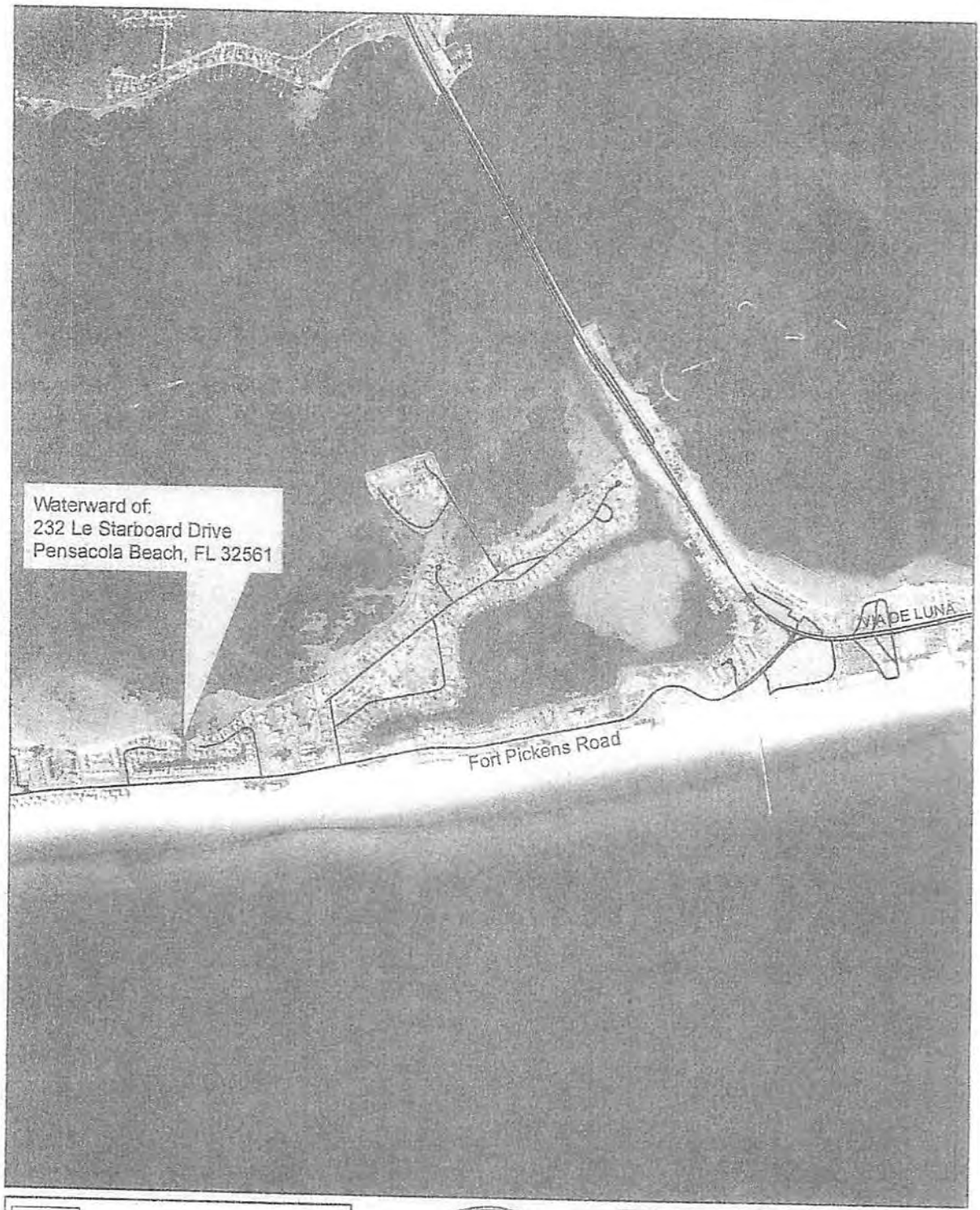
Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to take a few minutes to visit http://per2.nwp.usace.army.mil/survey.html and complete our automated Customer Service Survey. Your input is appreciated – favorable or otherwise. Again, please be aware this web address is case sensitive and should be entered as it appears above.

Sincerely,

Holly Millsap
Project Manager

Enclosures:
Permit Drawings
General Conditions
Turtle/Sawfish Conditions
Manatee Conditions
Self-Certification Statement of Compliance
Department of the Army Permit Transfer Request

Copy/ies Furnished:
Bosso, Dentzau, & Imhof, Inc., Agent
CESAJ-RD-PE



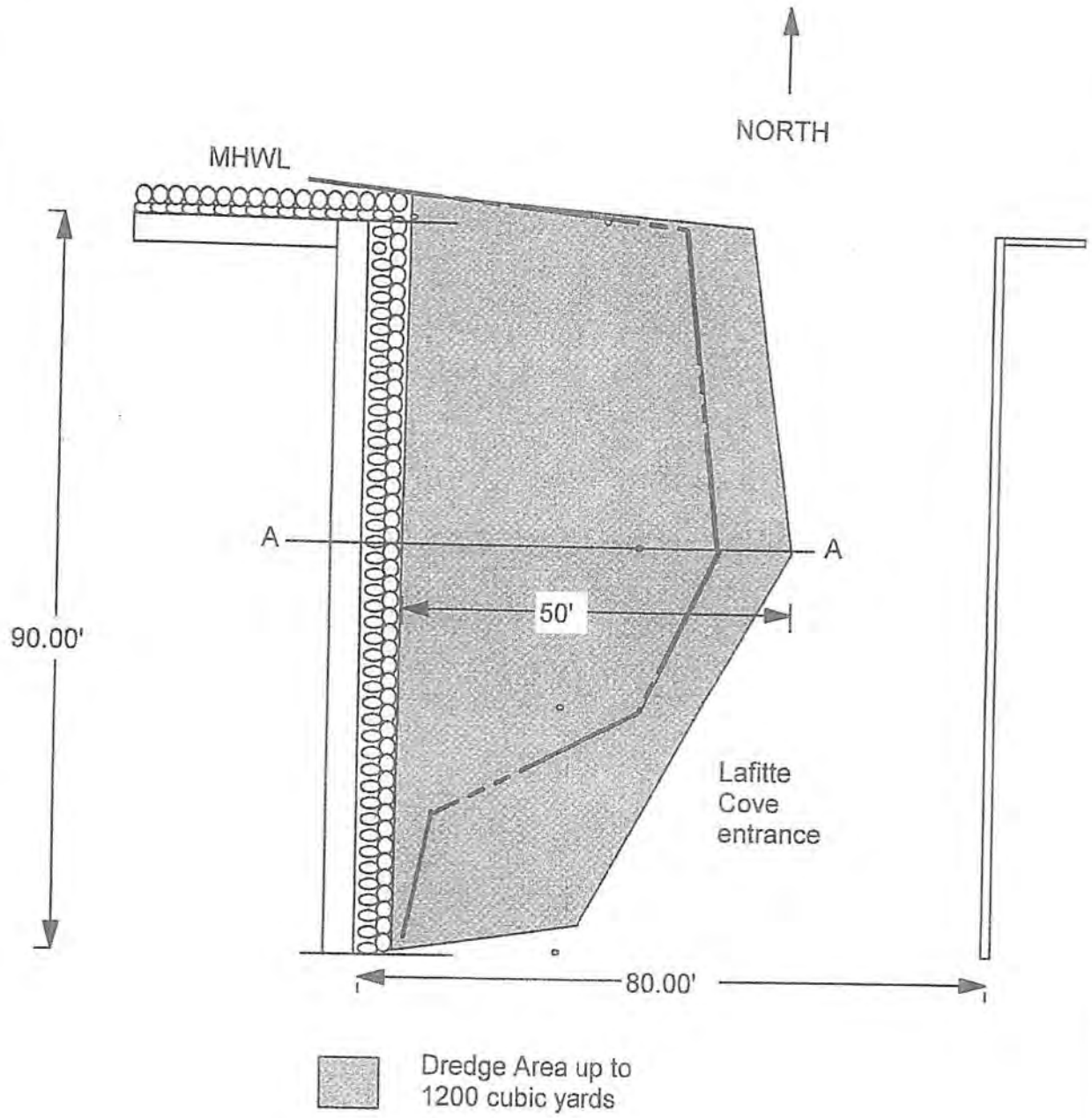
N

1,100 550 0 1,100 Feet

BOSSO, DENTZAU & IMHOF, INC.
1300 WEST GOVERNMENT STREET
PENSACOLA, FLORIDA 32501
(850)434-1935

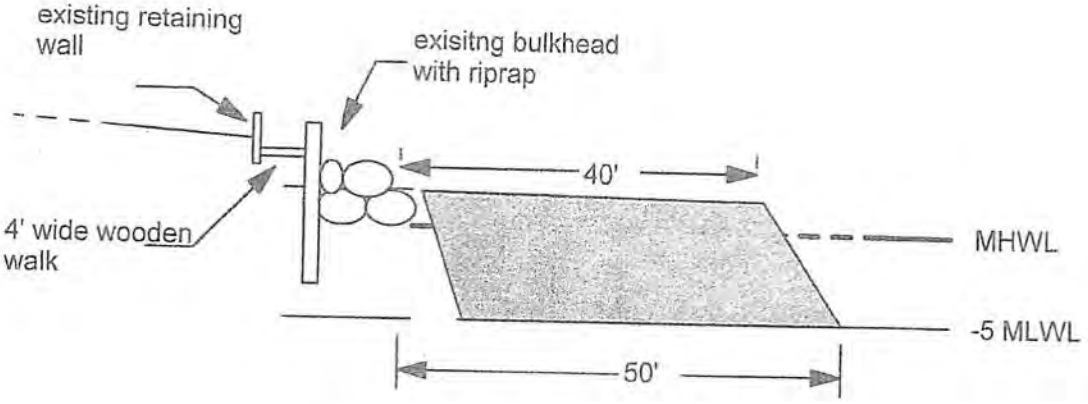
Location Map
Lafitte Cove Entrance
March 7, 2012

Applicant: Lafitte Cove HOA
File: 2010-00357 (NW-HMM)
Date: 11 July 2012
Page: 2 of 6



Applicant: Lafitte Cove HOA
File: 2010-00357 (NW-HMM)
Date: 11 July 2012
Page: 3 of 6

Laffite Cove	Plan View
Man-made canal Escambia County	Scale: 1" = 20' 16-Dec-10



Dredge area up to 1200 cubic yards

Vertical 1" = 10'
Horizontal 1" = 20'

Applicant: Lafitte Cove HOA
File: 2010-00357 (NW-HMM)
Date: 11 July 2012
Page: 4 of 6

Laffite Cove	Cross section
	Scale: V: 1" = 10'
Man-made canal	H: 1" = 20'
Escambia County	16-Dec-10

GENERAL CONDITIONS
33 CFR PART 320-330
PUBLISHED FEDERAL REGISTER DATED 13 NOVEMBER 1986

1. The time limit for completing the work authorized ends on **date identified in the letter**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006
O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc

THESE CONDITIONS APPLY TO GULF AND SHORTNOSE STURGEON

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The Permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and emailed to FWC at ImperiledSpecies@myFWC.com.

[Conditions "c" and "f" have been omitted as they are not applicable in Escambia County.]

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: NW-35

Application Number: SAJ-2010-00357 (NW-HMM)

Permittee's Name & Address (please print or type):_____

_____

Telephone Number: _____

Location of the Work: _____

_____

Date Work Started: _____ Date Work Completed: _____

Description of the Work (e.g., bank stabilization, residential or commercial filling, docks, dredging, etc.):_____

_____

Acreage or Square Feet of Impacts to Waters of the United States:

_____

Describe Mitigation completed (if applicable):_____

_____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

_____

_____

_____

****

I certify that all work and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit with the exception of the deviations described above. Any deviations are depicted on the attached drawing(s).

_____

Signature of Permittee

_____

Date

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

Permit Number: NW-35
Application Number: SAJ-2010-00357 (NW-HMM)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, 41 North Jefferson Street, Suite 301, Pensacola, FL 32502.

_____ _____

(TRANSFEREE-SIGNATURE) (SUBDIVISION)

_____ _____ _____

(DATE) (LOT) (BLOCK)

_____

(NAME-PRINTED)

_____

(STREET ADDRESS)

_____

(MAILING ADDRESS)

_____

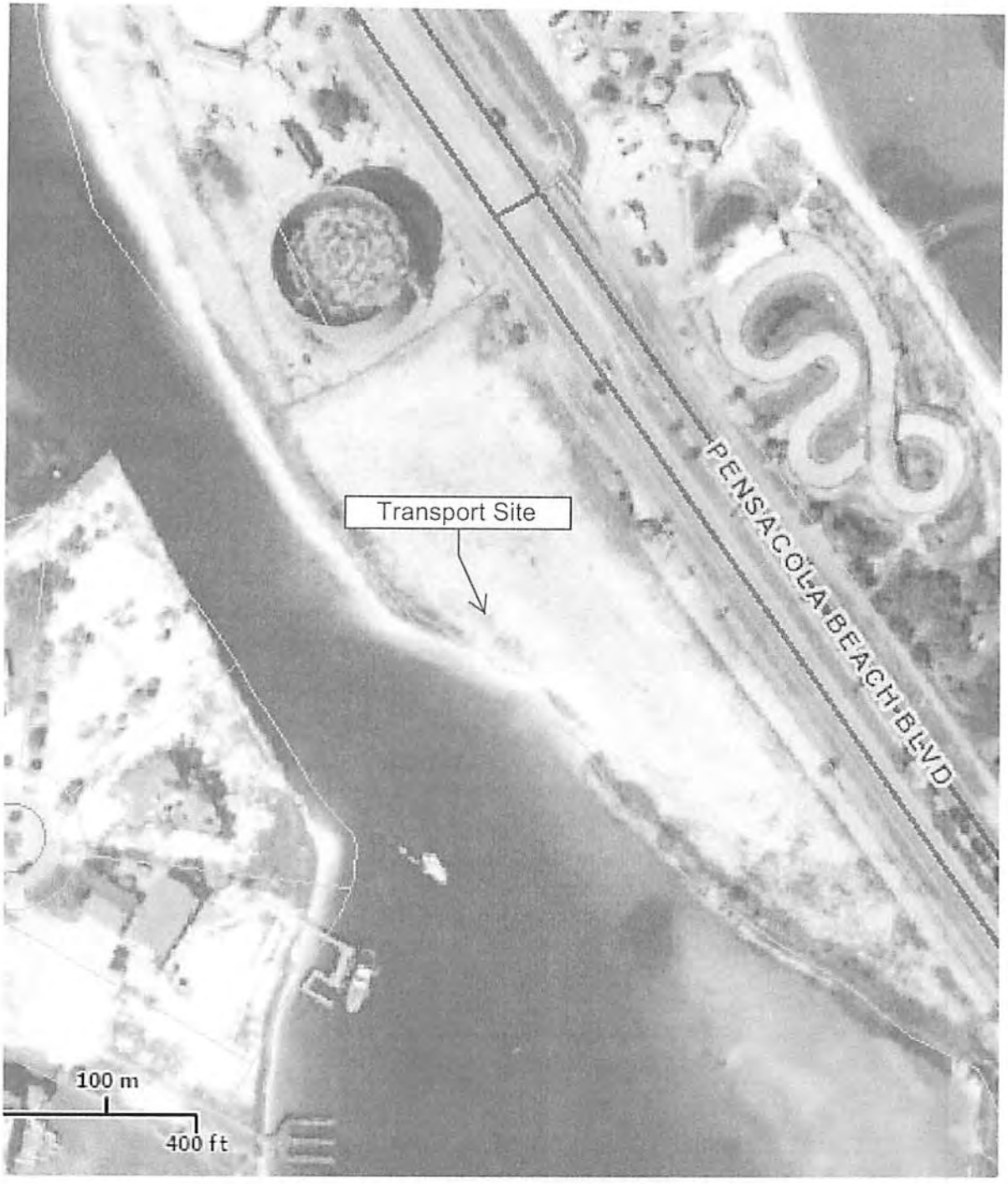
(CITY, STATE, ZIP CODE)

N
W E
S

Lafitte Cove Canal Dredge Site

ESCAMBIA COUNTY FLORIDA

Printed:Feb 09, 2015



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W E
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Dredge Material Transport Site

ESCAMBIA COUNTY FLORIDA

Printed:Feb 09, 2015

BID FORM
Specification Number PD 14-15.040
Dredging of Lafitte Cove Canal

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: MARCH 26, 2015

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Dredging of Lafitte Cove Canal as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

	COST Per Cubic Yard
Cubic Yard Dredged and Delivered to Specific Site	$ 40.00

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number P95000083882

Occupational License No. 35960

Florida DBPR Contractor's License, Certification and/or Registration No. ms2003

Type of Contractor's License, Certification and/or Registration MARINE

Expiration Date: 09/30/2015

Terms of Payment
(Check one) Net 30 Days X 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes____No X.

Will your company accept Escambia County Direct Payment Vouchers? Yes X No____.

County Permits/Fees required for this project:

Permit	Cost
NA	

Bidder: COASTAL REEF BUILDERS, INC.

By: KENNETH D. MINNICK

Signature: Kenneth D Minnick

Title: PRESIDENT

Address: 40 AKDUSSON AVENUE
PENSACOLA, FL 32507

Person to contact concerning this bid:
KENNETH D. MINNICK
Phone/Toll Free/Fax # 850-232-3253

E-Mail Address: CRBI@earthlink.net
Home Page Address:_____

Person to contact for emergency service:
KENNETH D. MINNICK
Phone/Cell/Pager #: 850-232-3253

Person to contact for disaster service:
KENNETH D. MINNICK
Home Address: 7915 HOLGATE ROAD
PENSACOLA, FL 32514
Home Phone/Cell/Pager #: 850-473-5575
850-232-3253

Attached to bid you shall find a bid bond, cashier's check or certified check in the amount of Five (5%) of bid.

EXHIBIT
B

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8051 **County Administrator's Report 13. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Proposed Acquisition of Real Property at 114 East Gregory Street for Corrections Department
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Proposed Acquisition of Real Property (with Office Building) Located at 114 East Gregory Street for the Escambia County Corrections Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize and direct staff to obtain appraisals, environmental site assessments, surveys, title insurance commitments, and complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in accordance with Board of County Commissioners (BCC) Policy, dated June 2, 2011, regarding Real Property Acquisitions, in anticipation of purchasing a parcel of real property (with office building) located at 114 East Gregory Street from Jenkins & Matthews, LLC, which could be utilized by the Escambia County Corrections Department for various divisions and related functions.

[Funds for meeting the requirements of Section 46-139, Escambia County Code of Ordinances are available in Funding Source: Fund 114, Misdemeanor Probation]

BACKGROUND:

The County Corrections Department had several corrections divisions and related functions located at the County-owned building at 2251 North Palafox Street, including Electronic Monitoring, Probation Pre-Trial, Check Division, Jail and Corrections Accounting, and Corrections Administrative Staff. The building facility was severely damaged by the recent rain and flooding event and these corrections functions are being housed at various County buildings. The building is being evaluated to determine the extent of damage, costs to repair and what insurance coverage the County will receive.

Given the history of flooding at this facility, the Corrections Department would like to relocate their functions and have tentatively identified the property at 114 East Gregory Street as being suitable for their need based on location and size and are asking the Board to authorize staff to pursue acquiring appraisals and all other requirements in

Section 46-139 Escambia County Code of Ordinances, in accordance with the Board of County Commissioners (BCC) Policy, dated June 2, 2011, regarding Real Property Acquisitions, in anticipation of possibly acquiring this property.

The property located at 114 East Gregory Street consists of approximately 0.66 acres and has a two story office building, which was built in 1930 and renovated in 2000 and has a total area of 14,764 square feet.

BUDGETARY IMPACT:

Funding for completion of requirements of Section 46-139, Escambia County Code of Ordinances, is available in Misdemeanor Probation Fund 114.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will approve any contract or other documents required for Board approval of this proposed acquisition.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Staff will comply with Section 46-139 of the County Codes.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will move forward to comply with Section 46-139, Escambia County Code of Ordinances.

Attachments

Parcel information
BCC Policy - June 2, 2011
Property Information
Aerial Map

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	000S009007001011
Account:	130751000
Owners:	JENKINS & MATTHEWS LLC
Mail:	114 E GREGORY ST PENSACOLA, FL 32502
Situs:	114 E GREGORY SQ 32502
Use Code:	OFFICE, MULTI-STORY
Taxing Authority:	DOWNTOWN, PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2014 Certified Roll Assessment

Improvements:	$586,847
Land:	$143,750
Total:	$730,597
Non-Homestead Cap:	$730,597

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/2000	4576	375	$1,100,000	WD	View Instr
05/1994	3572	895	$100	WD	View Instr
02/1994	3529	510	$582,500	WD	View Instr
07/1989	2728	72	$450,300	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions

None

Legal Description

ALL LT 11 ARPENT LOTS OLD CITY TRACT LESS OR 978 P 598 ST RD I-110 R/W OR 4576 P 375 CA 69

Extra Features

ASPHALT PAVEMENT
ELEVATOR

Parcel Information

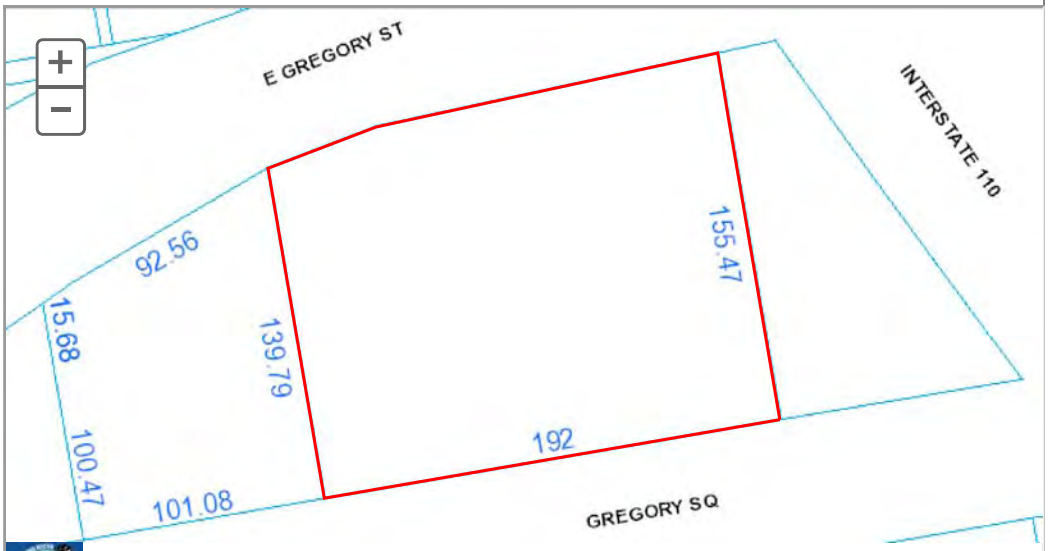
Launch Interactive Map

Section Map Id:
CA069

Approx. Acreage:
0.6600

Zoned:
C-3

Evacuation & Flood Information
Open Report



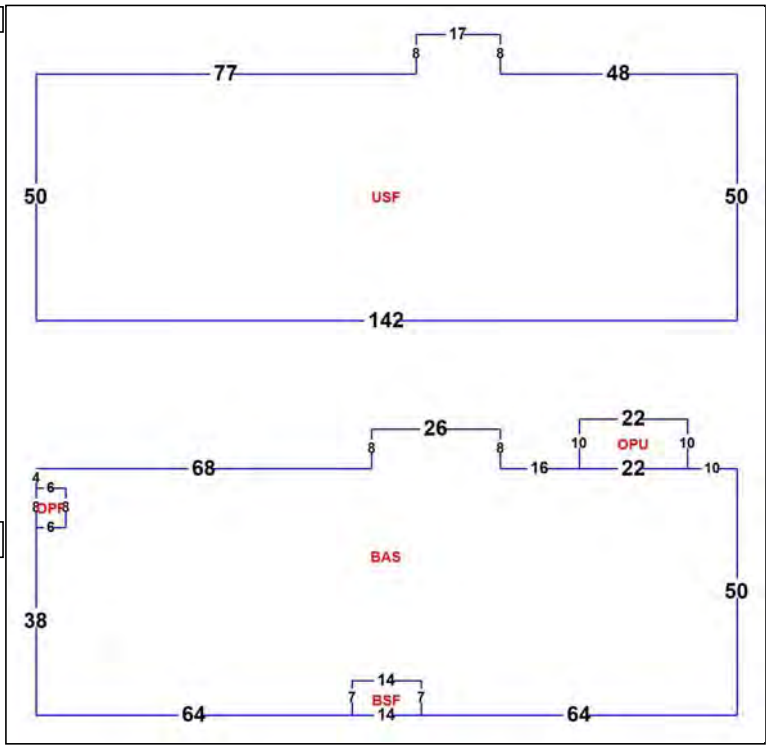
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:114 E GREGORY SQ, Year Built: 1930, Effective Year: 1985

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*BRICK-COMMON*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*24*
NO. STORIES-*2*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*13*
STRUCTURAL FRAME-*MASONRY PIL/STL*



Areas - 14764 Total SF

BASE AREA - *7162*
BASE SEMI FIN - *98*
OPEN PORCH FIN - *48*
OPEN PORCH UNF - *220*
UPPER STORY FIN - *7236*

Images

8/30/11

8/30/11

2/13/08

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

Board of County Commissioners
Escambia County, Florida

Title: Real Property Acquisitions and Property Vacations
Date Adopted:
Effective Date: June 2, 2011
Reference:
Policy Amended:

OBJECTIVE

To establish a policy regarding all Real Property Acquisitions and Property Vacations.

All Real Property Acquisitions and Property Vacations require Board of County Commissioners authorization and approval. Pursuant to Section 46-139, Escambia County Code of Ordinances, the Public Works Real Estate Office will act as designee for the Board of County Commissioners and the County Administrator for any Real Property Acquisition.

After identifying which real property is necessary to acquire in order to facilitate a County project, all departments or entities shall coordinate with the Public Works Real Estate Office. Property Acquisition requests, not related to road and drainage projects, will be presented by the Public Works Real Estate Office to the Committee of the Whole or to the Board of County Commissioners for authorization to initiate the acquisition process.

COUNTY ADMINISTRATOR'S REPORT – Charles R. "Randy" Oliver, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1-10. Approval of Various Consent Agenda Items

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried unanimously, approving Consent Agenda Items 1 through 10, as follows, with the exception of Items 3, 4, and 6, which were held for separate votes:

1. Adopting the *Real Property Acquisitions and Property Vacations* Policy; under this Policy, real property acquisitions and property vacations requiring authorization from the Committee of the Whole (C/W) or Board of County Commissioners in order for staff to initiate the acquisition or vacation process, shall be coordinated through the Real Estate Division of Public Works; real property acquisitions not related to a road or drainage project will be presented to the C/W or at a Regular Board Meeting for authorization to initiate the acquisition process; Board approval will be required prior to the final acquisition of property; staff will maintain compliance pursuant to *(Chapter 46, Article II, Division 5)* Section 46.139, Escambia County Code of Ordinances.

2. Approving the *Request for Disposition of Property* Form, indicating one item, which is described and listed on the Request, with reason for disposition stated; this item is to be sold as described on the supporting documentation; the surplus property listed on the *Request for Disposition of Property* has been checked and declared surplus to be sold; the Request has been signed by all applicable authorities, including Division Manager, Department Director, and County Administrator.

3. See Page 19.

4. See Page 20.

5. Authorizing the scheduling of a Public Hearing for June 16, 2011, at 5:32 p.m., for consideration of the renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility, for Oak Grove Land Clearing Debris Pit, located at 745 County Road 99 North, Walnut Hill, Florida, owned by Escambia County (Funding: Fund 401, Solid Waste, Account Number 343402).

6. See Page 20.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-759 County Administrator's Report Item #: 7.1.
BCC Regular Meeting Technical/Public Service Consent
Meeting Date: 06/02/2011
Issue: Recommendation Concerning Adoption of Board Policy - Real Property Acquisitions and Property Vacations
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval: Charles R. Oliver

Information

RECOMMENDATION:

Recommendation Concerning Board Policy for Real Property Acquisitions - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt the Real Property Acquisitions and Property Vacations Policy. Under this Policy, real property acquisitions and property vacations requiring authorization from the Committee of the Whole or Board of County Commissioners in order for staff to initiate the acquisition or vacation process, shall be coordinated through the Real Estate Division of Public Works. Real property acquisitions not related to a road or drainage project will be presented to the Committee of the Whole or at a regular Board Meeting for authorization to initiate the acquisition process. Board approval will be required prior to the final acquisition of property. Staff will maintain compliance pursuant to Section 46.139, Escambia County Code of Ordinances.

BACKGROUND:

As related to real property acquisitions, standard operating procedure has been that staff requests Board approval to initiate the acquisition process, through either the Committee of the Whole workshop or regular Board meeting. This initiation primarily consists of acquiring property appraisals and assessments. Administration has indicated that acquisition of real property related to road and drainage improvement projects should no longer require the Board's approval to authorize staff to initiate the real property acquisition process.

Under this policy, real property acquisitions and property vacations requiring authorization from the Committee of the Whole or Board of County Commissioners in order for staff to initiate the acquisition or vacation process shall be coordinated through the Real Estate Division of Public Works. Real property acquisitions not related to a road or drainage project will be presented to the Committee of the Whole or at a regular Board meeting for authorization to initiate the acquisition process. Board approval will be required prior to the final acquisition of property. Staff will maintain compliance pursuant to Section 46.139, Escambia County Code of Ordinances.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
Stephen West, Assistant County Attorney, has reviewed the policy as written.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
The Board's Policy Manual, Parliamentary Procedure, Section I, Part A.1, B (attached), requires that revisions or additions of policies shall be enacted by a majority vote of the Board present.

IMPLEMENTATION/COORDINATION:
Upon approval/adoption by the Board of County Commissioners, the County Administrator's Office will ensure the proper notice, distribution, and posting of the Policy to all applicable entities. The Public Works Department will ensure coordination with all appropriate agencies/persons upon approval/adoption of the Policy.

Attachments

Real Property Acquisitions Vacations Policy

114 Gregory Square

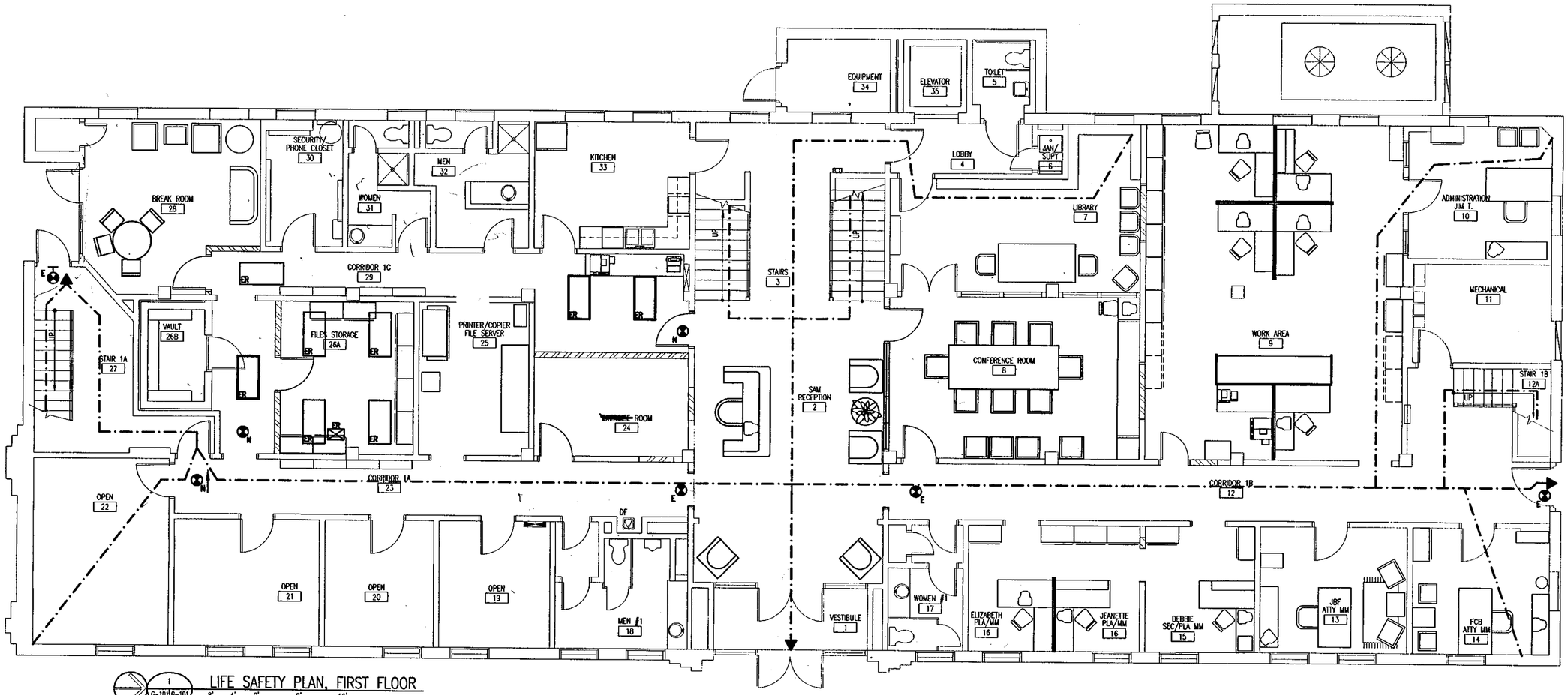
Location: **Downtown Pensacola Cluster**
Downtown Pensacola Submarket
Escambia County
Pensacola, FL 32502

Asking Price: **$2,300,000**
Price/SF: **$159.72**

Building Type: **Class B Office**
Status: **Built 1930**
Renovated: **2000**
Stories: **2**
RBA: **14,400 SF**
Typical Floor: **6,575 SF**
Total Avail: **No Spaces Currently Available**
% Leased: **100%**

Expenses: **2013 Tax @ $1.20/sf**
Parcel Number: **00-0S-00-9007-001-011**
Parking: **45 free Surface Spaces are available; Ratio of 3.42/1,000 SF**
Amenities: **24 Hour Availability**

This report is highly confidential and propriety information provided by Beck Property Company, LLC.
Copyrighted report licensed to Beck Partners CRE, LLC - 311068.



1 G-101 | G-101 — LIFE SAFETY PLAN, FIRST FLOOR

ACTUAL & PROJECT NORTH

8' 4' 0' 8' 16'

SCALE: 1/8" = 1'-0"

FIRE PROTECTION NOTES:

SBCCI – 1997
NFPA 101 – 1998

OCCUPANCY CLASSIFICATION:
BUSINESS

TYPE OF CONSTRUCTION:
TYPE 5 – UNPROTECTED – SBCCI

BUILDING SIZE:
13,248 G.S.F. (TOTAL)

ALLOWABLE SQUARE FOOTAGE:
14,000 S.F.

NUMBER OF FLOORS:
TWO

OCCUPANT LOAD:
133 OCCUPANTS TOTAL BASED ON SBC REQUIREMENTS
(100 OCCUPANTS/SF) – SBCCI

EXIT WIDTH REQUIRED:
26.6 IN. (LEVEL)
24.6 IN. (STAIRS)

EXISTING EXIT WIDTH:
124 IN. (LEVEL)
156 IN. (STAIRS)

FIRE SPRINKLER PROTECTION:
NOT FIRE SPRINKLERED

MEANS OF EGRESS:
MAXIMUM TRAVEL DISTANCE: NFPA – 200' (EXTERIOR EXIT ACCESS)
SBC – 200' (EXTERIOR EXIT ACCESS)

MAXIMUM DEAD END ORRIDOR: NFPA – 20'
SBC – 20'

MINIMUM EGRESS DOOR WIDTH: NFPA – 32"
SBC – 32"

LEGEND:

- EGRESS PATH
- EXIT
- E_E EXISTING CEILING MOUNTED ILLUMINATED EXIT SIGN
- E_E EXISTING WALL MOUNTED ILLUMINATED EXIT SIGN
- E_N NEW CEILING MOUNTED ILLUMINATED EXIT SIGN
- E_N NEW WALL MOUNTED ILLUMINATED EXIT SIGN

GRAVES+CARLOS ARCHITECTS ENGINEERS
121 EAST GOVERNMENT STREET
PENSACOLA, FL 32501
(850)432-1912
FL.LIC. AA0003006
FL.LIC. EB0006759

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BOZEMAN, JENKINS & MATTHEWS P.A. OFFICE
INTERIOR RENOVATION AND LAYOUT
114 EAST GREGORY STREET, PENSACOLA, FLORIDA

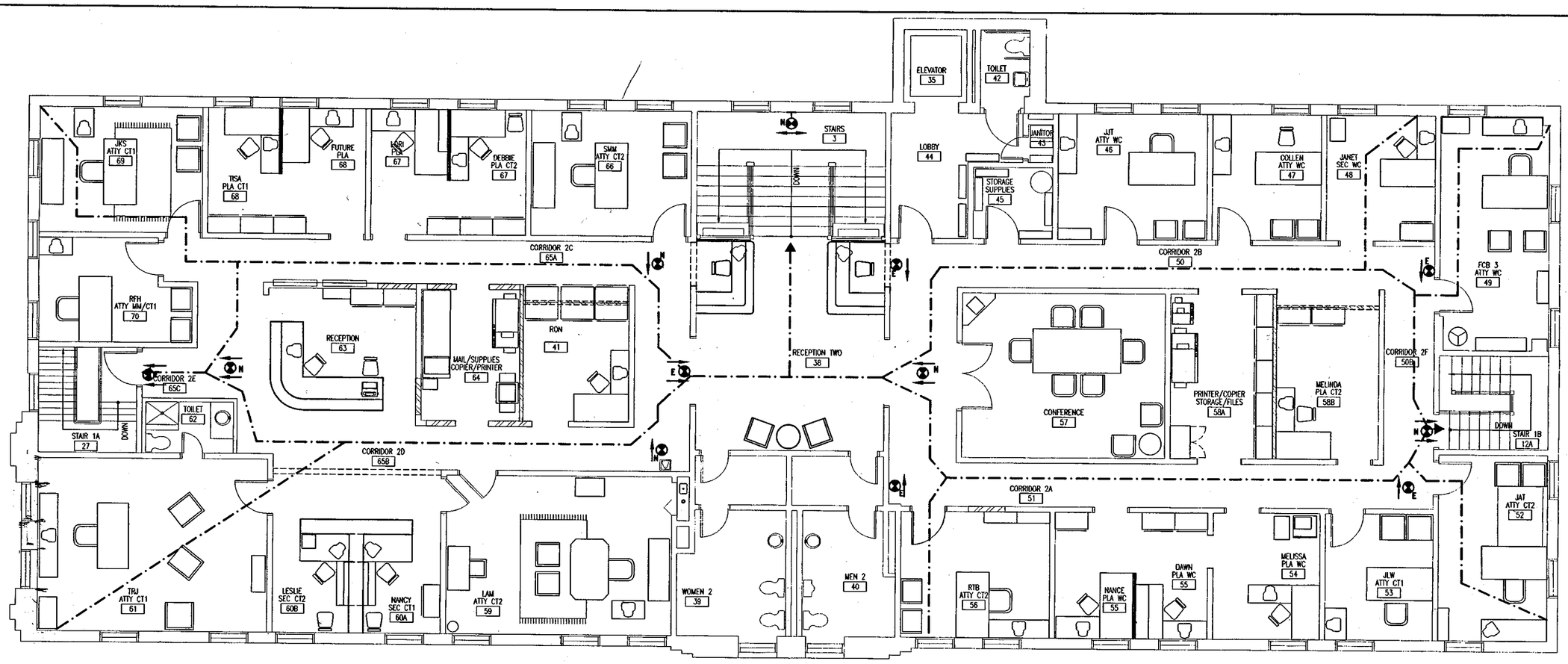
REVISIONS

DRAWN BY: L. WOTRING
DESIGNED BY: B. GRAVES
CHECKED BY:
PROJECT NO: 00069
ISSUE DATE: JULY 17,2000

G-101.DWG

LIFE SAFETY PLAN, FIRST FLOOR

SHEET NUMBER
G-101
SHEET 2 OF 10



LIFE SAFETY PLAN, SECOND FLOOR

ACTUAL & PROJECT NORTH

SCALE: 1/8" = 1'-0"

FIRE PROTECTION NOTES:

SBCCI - 1997
NFPA 101 - 1998

OCCUPANCY CLASSIFICATION:
BUSINESS

TYPE OF CONSTRUCCION:
TYPE 5 - UNPROTECTED - SBCCI

BUILDING SIZE:
13,248 G.S.F. (TOTAL)

ALLOWABLE SQUARE FOOTAGE:
14,000 S.F.

NUMBER OF FLOORS:
TWO

OCCUPANT LOAD:
133 OCCUPANTS TOTAL BASED ON SBC REQUIREMENTS
(100 OCCUPANTS/SF) - SBCCI

EXIT WIDTH REQUIRED:
26.6 IN. (LEVEL)
24.6 IN. (STAIRS)

EXISTING EXIT WIDTH:
124 IN. (LEVEL)
156 IN. (STAIRS)

FIRE SPRINKLER PROTECTION:
NOT FIRE SPRINKLERED

MEANS OF EGRESS:
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SBC - 200' (EXTERIOR EXIT ACCESS)

MAXIMUM DEAD END ORRIDOR: NFPA - 20'
SBC - 20'

MINIMUM EGRESS DOOR WIDTH: NFPA - 32"
SBC - 32"

LEGEND:

- EGRESS PATH
- EXIT
- E EXISTING CEILING MOUNTED ILLUMINATED EXIT SIGN
- E EXISTING WALL MOUNTED ILLUMINATED EXIT SIGN
- N NEW CEILING MOUNTED ILLUMINATED EXIT SIGN
- N NEW WALL MOUNTED ILLUMINATED EXIT SIGN

GRAVES+CARLOS ARCHITECTS
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INTERIOR RENOVATION AND LAYOUT
114 EAST GREGORY STREET, PENSACOLA, FLORIDA

REVISIONS

DRAWN BY: L. WOTRING
DESIGNED BY: B. GRAVES
CHECKED BY:
PROJECT NO: 00069
ISSUE DATE: JULY 17,2000

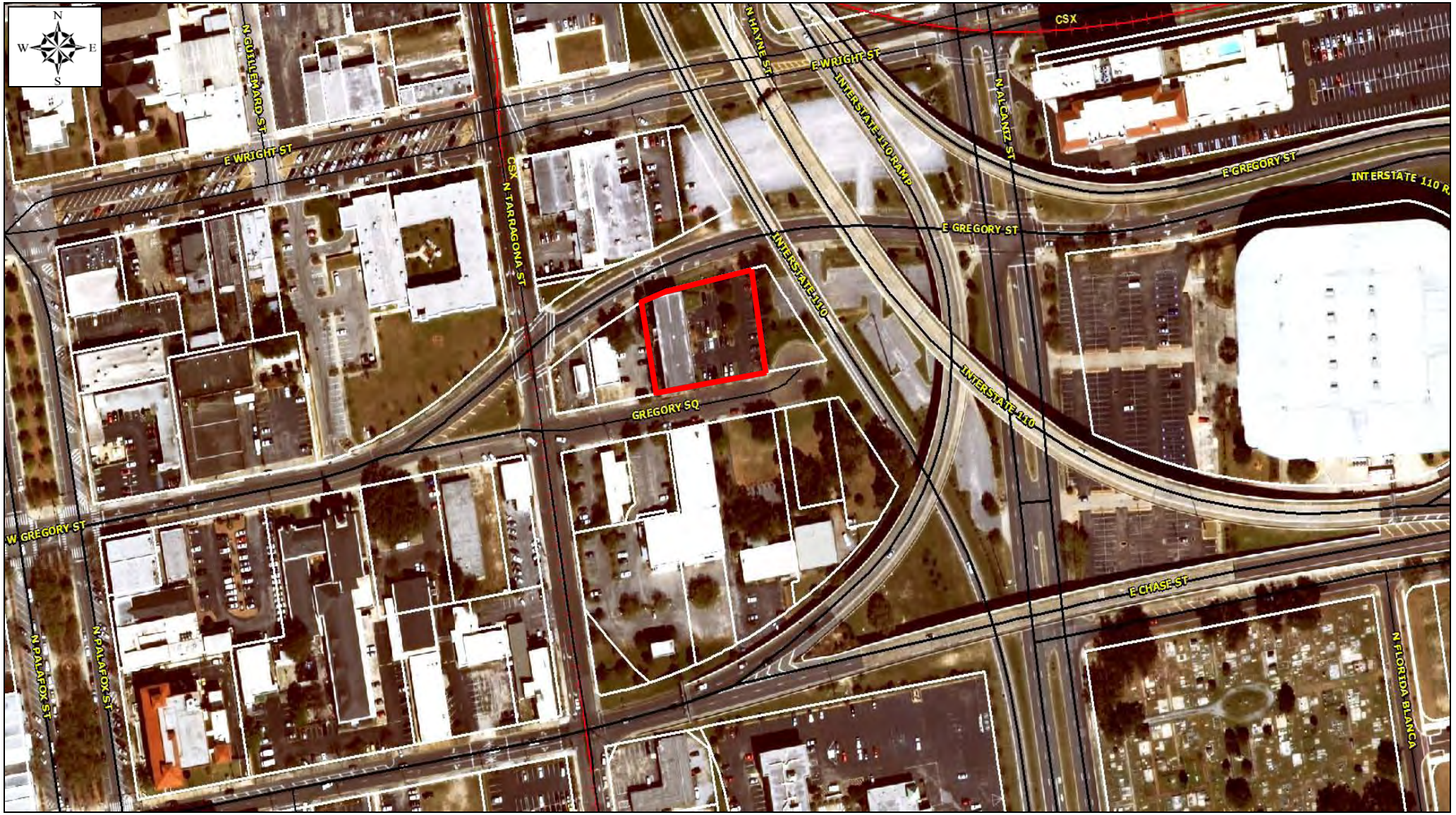
G-102.DWG

LIFE SAFETY PLAN, SECOND FLOOR

SHEET NUMBER
G-102
SHEET 3 OF 10

PROPERTY @ 114 EAST GREGORY STREET

OWNER: JENKINS & MATTHEWS, LLC



PROPERTY @ 114 EAST GREGORY STREET

APPROXIMATELY 0.66 ACRES WITH TWO STORY OFFICE BUILDING (TOTAL BUILDING AREA = 14,764 SQUARE FEET)

ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
LWG 04/13/15 DISTRICT 3

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8032 **County Administrator's Report** **13. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Escambia County Artificial Reef Construction 2015 Grant Agreement with FL Fish and Wildlife Conservation Commission (FWC 14327) for Tugboat Ocean Wind
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Artificial Reef Construction 2015 Grant Agreement with Florida Fish and Wildlife Conservation Commission (FWC 14327) for the Tugboat "Ocean Wind" - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Escambia County Artificial Reef Construction 2015 Grant Agreement with Florida Fish and Conservation Commission (FWC) for the tugboat "Ocean Wind":

A. Approve, subject to Legal sign-off, the Escambia County Artificial Reef Construction 2015 Grant Agreement between FWC and Escambia County (FWC Agreement No.14327) for the tugboat "Ocean Wind", in the amount not-to-exceed $100,000, from the date of execution through December 31, 2015. (Please note the last sentence of Agreement in Paragraph 34, “Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.”; and Paragraph 36, Jury Trial Waiver.);

B. Authorize the Chairman to sign the Agreement; and

C. Authorize the Chairman to sign any subsequent Grant-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board.

[AGREEMENT WITH LEGAL SIGN-OFF (REPLACEMENT BACKUP) TO BE DISTRIBUTED UNDER SEPARATE COVER]

[Funding Source: Fund 352, LOST III, Cost Center 220102, CED Capital Projects, Project #10NE0808, Artificial Reefs]

BACKGROUND:

Escambia County has been awarded a grant not to exceed $100,000 for the construction of an artificial reef by cleaning, preparing, and deployment of the tugboat *Ocean Wind* in the Gulf of Mexico approximately eight miles south of Escambia County, Florida.

BUDGETARY IMPACT:

Fund 352, LOST III, Cost Center 220102, CED Capital Projects, Project 10NE0808, Artificial Reefs

LEGAL CONSIDERATIONS/SIGN-OFF:

A draft of the Grant Agreement has been reviewed by Kristin Hual, Assistant County Attorney. The Community & Environment Department is awaiting hard copy originals to be distributed under separate cover after Legal review and sign-off.

PERSONNEL:

No additional personnel are required to implement this Grant Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of all contracts as well as those in excess of $50,000. This recommendation is consistent with the County's commitment to fiscal responsibility and cost efficiency.

IMPLEMENTATION/COORDINATION:

The Community & Environment Department, Marine Resources Division, will continue coordinating with FWC on all activities associated with the Grant Agreement.

Attachments

FWC 14327-OceanWindGrantAgrmt

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 14327

CFDA Title(s): not applicable	**CFDA No(s).:** not applicable
Name of Federal Agency(s): not applicable	
Federal Award No(s): not applicable	**Federal Award Year(s):** not applicable
Federal Award Name(s): not applicable	
CSFA Title(s).: Florida Artificial Reef Program	**CSFA No(s).:** 77-007
State Award No(s).: FWC-14327	**State Award Year(s):** FY2014-15
State Award Name(s): Escambia County Artificial Reef Construction 2015	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and Escambia County Board of County Commissioners, FEID # 59-6000598, whose address is 221 Palafox Street, Pensacola, FL 32502 , hereinafter "Grantee."

WHEREAS, the Commission and Grantee have partnered together to construct an artificial reef comprised of a Grantee purchased 86.7 foot long steel hulled tug, Ocean Wind, to be prepard and cleaned to environmental standards acceptable to the Commission and towed and sunk at a depth of 90-95 feet approximately 10 nautical miles southeast of Pensacola Pass within the permitted Escambia Southeast Artificial Reef Site in the Gulf of Mexico; and,

WHEREAS, Grantee has been awarded Agreement FWC-14327 ; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.** The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. **PERFORMANCE.** The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. **AGREEMENT PERIOD.**

A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 12/31/2015. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. Agreements executed under this grant award shall not precede a start date of 03/31/2015. For this agreement, the retroactive start date was approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs may be eligible for reimbursement. Details of allowable expenses are included in Attachment A (Scope of Work). If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. **COMPENSATION AND PAYMENTS.**

A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $100,000.

B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph eleven (11), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph eleven (11), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. **Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.

G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, or the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. **Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. **CERTIFICATIONS AND ASSURANCES.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes: Debarment and Suspension Certification; Certification Against Lobbying; Certification Regarding Public Entity Crimes; and Certification Regarding the Scrutinized Companies List (applicable to agreements in excess of $1 million); Attachment B, incorporated and made part of this Agreement.

6. **RETURN OR RECOUPMENT OF FUNDS.**

A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event that the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."

B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

7. **COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies. The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

8. **MONITORING.** The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

9. **TERMINATION.**

A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.

B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.

C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

10. **REMEDIES.**

A. **Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable may be

deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

B. **Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

11. **NOTICES AND CORRESPONDENCE.** Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:
Grant Manager
Jon Dodrill
Biological Administrator II
Division of Marine Fisheries Management
2590 Executive Center Circle East, Suite 203
Tallahassee, FL 32301
Phone: (850) 617-9628
Fax: (850) 487-4847
Jon.Dodrill@myfwc.com

FOR THE GRANTEE:
Grant Manager
Robert Turpin
Marine Resources Division Manager
Escambia County
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 554.5869
Fax: (850) 595-4431
rkturpin@co.escambia.fl.us

12. **AMENDMENT.**

A. **Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. **Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. **Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

13. **INTELLECTUAL PROPERTY RIGHTS.**

A. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual property rights to the Grantee's preexisting property will remain with the Grantee.

B. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

C. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

14. RELATIONSHIP OF THE PARTIES.

A. **Independent Grantee.** The Grantee shall perform as an independent Grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.

B. **Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.

C. **Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

15. SUBCONTRACTS.

A. **Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work

performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due."

C. **Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

16. MANDATORY DISCLOSURE.

A. **Disclosure of Interested State Employees.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida.

B. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission's Agreement Manager, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

17. INSURANCE.

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

18. PUBLIC ENTITY CRIMES.

A. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may

not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

B. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission within 30 days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Certifications and Assurances.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes the Certification Regarding Public Entity Crimes.

19. VENDORS ON SCRUTINIZED COMPANIES LIST.

A. **Scrutinized Companies.** If this Agreement is in the amount of one (1) million dollars or more, in executing this Agreement, the Grantee certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., and is not engaged in business operations in Cuba or Syria.

B. **False Certification – Termination.** Pursuant to Subsection 287.135(3)(b), F.S., the Commission may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification or if, during the term of the Agreement, the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business operations in Cuba or Syria.

C. **Cessation of Federal Authority.** In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this provision shall be null and void to the extent no longer authorized.

20. SPONSORSHIP. As required by Section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

21. PUBLIC RECORDS.

A. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

B. Pursuant to Section 119.0701, F.S., the Grantee shall comply with the following:

a. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
b. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
d. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Grantee upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.

22. **SECURITY AND CONFIDENTIALITY.** The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

23. **RECORD KEEPING REQUIREMENTS.**

A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. **State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. **Grantee Records Retention.** Unless otherwise specified in Attachment A, Scope of Work, these records shall be maintained for five (5) years following the close of this Agreement. The Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on

federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to $25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

24. **FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.** Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Circular A-133, the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment C, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

25. **NON-EXPENDABLE PROPERTY.**

A. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of $1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of $25 or more; and uncirculated hardback-covered bound books, with a value or cost of $250 or more).

B. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

26. **FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.**

A. **Prior Approval to Expend Federal Funds to Federal Agency or Employee.** The Grantee shall be responsible for complying with all federal grant requirements as provided in its grant, a copy of which is attached hereto and made a part hereof as Attachment D. It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.

B. **Compliance with Federal Laws, Rules and Regulations.** As applicable, the Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

- Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
- Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction agreements awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other agreements which involve the employment of mechanics or laborers)

- All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

C. **Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget Circulars:

- A-21 (2 CFR 220), Cost principles for Educational Institutions
- A-87 (2 CFR 225), Cost Principles for State, Local, and Indian Tribal Governments
- A-122 (2 CFR 230), Cost Principles for Non-Profit Organizations
- A-133, Audit of States, Local Governments, and Non-Profit Organizations
- A-102, Grants and Cooperative Agreements with State and Local Governments
- A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals, and Other Non-Profit Organizations

D. **Certifications and Assurances – Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94, the Grantee will provide a drug-free workplace. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, "Certifications and Assurances." This includes the Drug-Free Workplace Requirement Certification.

E. **Trafficking Victims Protection Act of 2000.** This federal award is subject to the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g), 2 CFR 175.15). As such, the awarding federal agency may unilaterally terminate this award without penalty for violations of this Act. If the Grantee is a private entity, the following provision applies to the federal award:

You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--

a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
b. Procure a commercial sex act during the period of time that the award is in effect; or
c. Use forced labor in the performance of the award or subawards under the award.

27. DEBARMENT AND SUSPENSION.

A. **Grantee Federal Certification.** In accordance with Federal Executive Order 12549, Debarment and Suspension, the Grantee shall agree and certify 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; and, that the Grantee shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

B. **Grantee Commission Certification.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, Certifications and Assurances. This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

28. PROHIBITION AGAINST LOBBYING.

A. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal agreement, grant, or cooperative agreement. The Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying". The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

B. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

C. **Prohibition against Using Agreement Funds for the Purpose of Lobbying.** In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Upon request of the Commission's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility.

D. **Grantee's Completion of Certifications and Assurances.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, "Certifications and Assurances." This includes the Certification Regarding Lobbying.

29. **AGREEMENT-RELATED PROCUREMENT.**

A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, under this contract shall be purchased from [PRIDE] In the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, under this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this agreement, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. **Procurement of Recycled Products or Materials.** The Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with Section 403.7065, F.S.

30. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.
The Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work.

31. PROFESSIONAL SERVICES.

A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

> The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

32. INDEMNIFICATION. If the Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Grantee is not a state agency or subdivision as defined above, the Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully

indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, or subcontractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

33. NON-DISCRIMINATION.

A. **Non-Discrimination in Performance.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

B. **Discriminatory Vendor List.** In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

34. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

35. NO THIRD PARTY RIGHTS. The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a Party to this Agreement.

36. JURY TRIAL WAIVER. As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

37. PROHIBITION OF UNAUTHORIZED ALIENS. In accordance with federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

38. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Grantee during the contract term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors

performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. **Enrollment in E-Verify.** If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

39. **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have

ceased to exist, the Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may terminate the Agreement in whole or in part.

40. **ENTIRE AGREEMENT.** This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

ESCAMBIA COUNTY

SIGNATURE

Name: _____

Title: _____

Date: _____

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

SIGNATURE

Name: _____

Title: _____

Date: _____

Approved as to form and legality by FWC Attorney:

SIGNATURE

Name: _____

Date: _____

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Certifications and Assurances
Attachment	C	Requirements of the Federal and Florida Single Audit Acts
Attachment	D	Cost Reimbursement Contract Payment Requirements
Attachment	E	Certification of Completion

Project Name:	Escambia County Artificial Reef Construction 2015	**FWC Agreement No.**	14327

1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

A. DESCRIPTION OF GOODS / SERVICES

The objective of this activity is to construct a marine artificial reef to serve as reef fish habitat and a fishing and diving destination in state waters off Escambia County, Florida by cleaning and preparing to environmental standards acceptable to the **COMMISSION,** an 87.6 feet long steel hulled tug, *Ocean Wind.* The vessel is to be subsequently towed under a U.S Coast Guard approved towing plan and sunk by a **GRANTEE** competitively solicited marine Contractor. The vessel will be sunk without the use of explosives in accordance with a **COMMISSION** reviewed and approved sink plan. The deployment will occur in 90-95 feet of water 10 nautical miles southeast of Pensacola Pass in the Gulf of Mexico within the boundaries of the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers permitted artificial reef area identified as Escambia Southeast. The approximate deployment coordinates for the vessel will be 30° 11.0' North Latitude; 87° 12.0' West Longitude.

The artificial reef construction activity to be funded consists of the following elements:

VESSEL DESCRIPTION AND HISTORY

1. The artificial reef to be deployed in accordance with this Agreement is the Tug *Ocean Wind*, U.S. Coast Guard Document No. 264248. The tug was built in 1952, has a displacement of 141 Gross Tons, and 96 Net Tons. It is 87.6 feet long, has a beam of 25.1 feet. and a draft of 10.4 feet. The vessel vertical height from the keel to the top of the mast is 37 feet. It is a single screw tug with a 12 cylinder 1500 horsepower General Motors Electromotive Division (EMD) diesel engine. The vessel was moored at the Port of Pensacola at the time of an agreed upon purchase offer of $45,000 by the **GRANTEE** to the company, Offshore Tugs, utilizing funds unrelated to this Agreement. The **GRANTEE** will complete the purchase and assume title to the *Ocean Wind* upon execution of this Agreement and an agreed upon contract with a Contractor selected for cleaning, towing, and sinking the vessel.

2. *Ocean Wind* was in active service as a ship docking assist tug, most recently at the Port of Pensacola until September 2013 when it was retired. The vessel was completely gutted (except for the engine) and refurbished in 1994 at a cost of one million dollars. The *Ocean Wind* was an ABS class vessel which required dry docking and hull examination every five years. The last dry dock hull inspection was in 2008 when the hull was reported to be sound, with a steel thickness of one-half inch. The **GRANTEE**, prior to the purchase of the vessel, authorized the salvage by employees of Offshore Tugs any materials or equipment that might have operational use in other tugs in the company's fleet. These items would typically have been removed as part of the vessel cleaning and preparation for sinking as an artificial reef.

VESSEL CLEANING AND PREPARATION FOR SINKING

3. The purpose of environmentally preparing the *Ocean Wind* is to ensure that the vessel shall be clean and free from petroleum, or other hydrocarbons and toxic residues, loose free floating material or other deleterious substances. The **GRANTEE** shall ensure that that the Environmental Protection Agency's "Guidelines for Preparing Vessels Intended for Use as Artificial Reefs" are followed as well as operate in accordance with the U.S. Army Corps of Engineers and Florida Department of Environmental Protection permit conditions specific to the Escambia Southeast Artificial Reef Permitted Area in which the *Ocean Wind* will be placed.

4. The **GRANTEE** shall ensure the removal from the *Ocean Wind* of all residual oil from five fuel tanks one bulk oil tank, one gravity tank, all fuel lines, pumps, transmission, engine and other machinery. This includes degreasing all lines and the main engine, the latter be left in place as ballast. If a fuel line, pipe, or other oil containing equipment can't be accessed for cleaning, remove it. Engine covers are to be removed along with deck plates over the bilge which will also be cleaned of residual petroleum products. Clean out the sludge tank. Fuel tanks must be certified clean by a chemist's visual inspection and report. Following a formal inspection, tanks may be filled with sea water and sealed to facilitate ballasting of the vessel. No petroleum surface sheen shall be allowable on the sea surface during or after vessel deployment.

5. The **GRANTEE** shall ensure that the removal of peeling/flaking paint, likely to come off during the sinking process, will be scraped off and removed to an appropriate land disposal site. Paint samples from engine room interior, interior crew space, and vessel exterior have been previously laboratory tested for polychlorinated biphenyls (PCBs) and the lab results, indicating no PCBs at regulated levels, have been reviewed by the **COMMISSION.** No further testing of paint for PCBs is required under this Agreement.

6. The **GRANTEE** shall ensure removal and proper disposal, including recycling where possible throughout the *Ocean Wind* of all electrical wiring, electric panel boxes, lights, pipe blanket insulation, plastic material, tire and other rubber hull bumpers, wood paneling, wood cabinets and counters, plywood sheeting, bulkhead and overhead insulation and panels, glass windows, gaskets, galley appliances, including sinks, stoves, refrigeration units; crew quarters furnishings including sink and head; all machinery, including motors, fans, generators, central air unit but excluding the main engine and transmission. To minimize entrapment, cut and remove all doors, and hatches, including the deck hatch above the engine room as well as engine room access stairways. To minimize cumulative loss of fishing gear, remove exterior outer railings and any loose wire cable or hawsers remaining on deck. The vessel's propeller, propeller shaft and rudder are to remain in place and the vessel hull, and superstructure are to remain intact to the maximum extent possible. Through-hull openings required for non-explosive sinking of the vessel may be cut in accordance with a **GRANTEE AND COMMISSION** approved sink plan. The **GRANTEE** and **COMMISSION** must approve in advance any hull or superstructure modifications proposed by the contractor.

7. The **GRANTEE** agrees to allow the **COMMISSION** to conduct on-site inspections of the *Ocean Wind* before, during, and after vessel cleaning and preparation as well as observe the vessel deployment process and post-sink orientation and condition of the tug once on the sea floor.

8. The **GRANTEE** shall remove any additional materials as directed by the **COMMISSION** following the on-site inspections.

VESSEL TOWING AND SINKING PLANS AND CARGO MANIFEST

9. The **GRANTEE** agrees to provide the **COMMISSION** for its review and approval written towing and deployment (sink) plans for the *Ocean Wind* a minimum of two weeks prior to vessel deployment. No explosives will be utilized in the sinking of the vessel which will be sunk by controlled flooding. The sink plan will describe the size and location of holes to be cut through the bulkheads, decking, and through the hull above and below the waterline as may be required to allow escape of air and facilitate the sinking process. The sink plan will also describe the physical method proposed to initiate sinking (for example opening sea cocks, flooding from external pumps, through hull holes cut at the sink site below the water line, or a combination thereof, etc.).

10. The **GRANTEE's** Project Manager shall complete the FWC Artificial Reef Cargo Manifest form to be maintained onboard the towing vessel at all times during the offshore transport of the pursuant to Chapter 379.249, Florida Statutes. The form is available on the **COMMISSION's** website: http://www.myfwc.com/conservation/saltwater/artificial-reefs.

VESSEL DEPLOYMENT AND MATERIALS PLACEMENT

11. During the deployment of the *Ocean Wind*, the vessel must be effectively moored through use of at least one ship's anchor of appropriate size to hold in place the vessel and with sufficient scope to avoid anchor drag during the sinking process. The towing vessel must have the ability to assist in positioning or re-positioning the *Ocean Wind* so that the tug anchor sinks to the bottom and is firmly secured within a 200 foot radius of the proposed buoyed target coordinates. The towing vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel, and the designated **GRANTEE** observer on site. Deployment operations will only be initiated when sea height in the operations area is no greater than one to two feet as forecast by the nearest NOAA weather office. Either the **COMMISSION's** observer, the **GRANTEE's** observer or the Contractor's vessel captain reserves the right to suspend the initiation of sinking operations if positioning or other deployment objectives, including safety of personnel and equipment, are not being met. The **GRANTEE** will ensure that adequate equipment will be available at the deployment site for at least an hour after the vessel sinks to recover any floatable objects.

12. The *Ocean Wind* deployment will be planned so that the vessel lands upright on the bottom, in the Escambia Southeast Permit Area, anticipating some list up to 30° due

to the vessel's round bottom. The directional orientation of the vessel once on the bottom can be flexible based upon the wind direction and the current set at the time of the vessel sinking. The final vertical orientation of the *Ocean Wind* once on the bottom is a **COMMISSION** planning recommendation and not a requirement with financial consequences.

13. The minimum vertical clearance of 45 ft. shall be maintained above the highest point of the *Ocean Wind* in accordance special conditions of the US Army Corps of Engineers permit number SAJ-2012-02869(IP-SWA) for the Escambia Southeast artificial reef permitted area. The vessel will be placed at a depth of 90-95 feet Mean Low Water at the approximate coordinates of 30° 11.0' North Latitude; 87° 12.0' West Longitude, in the western end of the 1.7 nautical mile by 5.95 nautical mile permit area.

14. The **GRANTEE's** Contract Manager or **GRANTEE's** designated official observer shall oversee the temporary marking of the vessel deployment location in advance of the *Ocean Wind* deployment in order to assist the Contractor in the proper placement of the vessel. The markers shall be buoys of sufficient size and color to be clearly visible to the tug captain, and anchored with sufficient scope so that they will not drift off the designated deployment site prior to deployment. Precise GPS placement of marker buoys that do not shift position with time are important to insure the *Ocean Wind's* anchor is deployed and firmly secured within the permitted area and within a 200 foot radius of the target coordinates.

15. The **GRANTEE's** Project Manager or **GRANTEE's** designated official observer shall remain on site during the entire deployment phase of the operation and confirm the GPS coordinates of the *Ocean Wind* placement as well as the maximum vertical relief of the vessel using a fathometer after the *Ocean Wind* is on the bottom.

16. Both the **GRANTEE** and its Contractor shall have on site current nautical charts of the deployment area, with the permitted site indicated on the chart. The proposed reef deployment coordinates and the corner coordinates of the Escambia Southeast reef area will also be in possession of the **GRANTEE's** observer and the Contractor when on site. The **GRANTEE's** observer shall also be in possession of a copy of the Army Corps permit for the area where the deployments are taking place. The **GRANTEE** shall be responsible for insuring that all permit condition terms are complied with.

ALLOWABLE EXPENDITURES ASSOCIATED WITH THE REEF PROJECT

17. Funds from this Agreement may be expended on the activities listed pursuant to Chapter 68E-9.004(1) (a), F.A.C. No more than $5,000 or 10% (whichever is less) of project funds granted under the program may be expended for 'engineering services'. Any funds required in excess of this amount must be provided by the applicant. See Chapter 68E-9.004(1) (a), F.A.C. for the complete list of eligible activities.

18. If the **GRANTEE** chooses to conduct a post-deployment SCUBA assessment at the deployment location(s) (this is not required, but is an eligible activity for reimbursement under Chapter 68E-9.004(1)(a), F.A.C.), in order to be eligible for

reimbursement, work must be completed prior to the grant expiration date and the following items, at a minimum, must be included:

a. *Methods*: name and type of assessment support vessel, whether anchored or live boated, type of GPS unit(s), names of divers and their affiliations and diver survey methods;
b. *Conditions*: cloud cover, wind speed and direction, sea conditions, water visibility, water temperature including any thermocline noted, currents;
c. *Chronology*: dive plan, start and end of each dive, dive profile, maximum depth, dive time, distance and bearing searched;
d. *Coordinates*: Describe the GPS unit(s) used to navigate to the site (model number). Describe whether differential or WAAS coordinates were recorded. Compare the dive location to the vessel deployment location coordinates. How well do they match the reported and published coordinates for the *Ocean Wind?*
e. *Physical observations*: Describe the observed compass direction of the vessel hull orientation once on the bottom. Estimate the approximate angle of vessel list, port or starboard, once on the bottom. What is the recorded depth to the seafloor alongside the hull, the depth of the *Ocean Wind's* main deck, the depth of the top of the pilot house roof and the depth of the highest prominence on the pilot house roof? How do these depth and location observations compare to the Material Placement Report Form information submittal?
f. *Footprint area*: Provide a foot print area in square feet of the *Ocean Wind* on the bottom.
g. *Biological observations*: Describe any fish observed, or other general biological observations.
h. *Video and photographs*: Provide representative still and/or video footage the *Ocean Wind* deployment location (digital format preferred when available).

LIABILITY AND RESPONSIBILITY FOR REEF MATERIALS

19. Upon initiation of the towing and movement of the *Ocean Wind* by the **GRANTEE's** Contractor, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the Contractor. This liability, assumption of risk and responsibility shall remain with the Contractor until the vessel is deployed at the permitted reef site in accordance with the specifications in this Agreement. Title to the *Ocean Wind* once deployed, remains with the **GRANTEE**

B. BACKGROUND

Chapter 379.249 Florida Statutes creates the Florida Artificial Reef Program to enhance saltwater opportunities and to promote proper management of fisheries resources associated with artificial reefs for the public interest. Under the program, the **COMMISSION** may provide grants and financial and technical assistance to coastal local governments, state universities, and nonprofit corporations qualified under s. 501(c)(3) of the Internal Revenue Code for the siting and development of artificial reefs as well as for monitoring and evaluating such reefs and their recreational, economic, and biological effectiveness. Chapter 68E-9 Florida Administrative Code defines the procedures for submitting an application for financial

assistance and criteria for allocating available funds. The purpose of this rule is to govern the development of state and federally funded artificial reefs, the review and ranking of project applications eligible for funding, and the administration of funds from the Florida Artificial Reef Program.

This artificial reef construction project was selected for funding by the **COMMISSION** based upon ranking of competitive applications submitted to the Artificial Reef Program pursuant to the criteria for allocating funds described in Chapter 68E-9, Florida Administrative Code.

C. SUPPORT OF COMMISSION MISSION

Construction of this artificial reef will augment marine hard bottom habitat with a well-planned cleaning, towing and deployment of a stable and durable steel hulled tug to serve as an artificial reef for purposes of providing reef fish habitat in state waters, recreational fishing and diving opportunities, reduced pressure on limited natural reef and hard bottom sites, and reduced user conflicts by providing additional recreational fishing and diving site locations off of Escambia County in the Gulf of Mexico. The proposed artificial reef will make fisheries resources available for the long term benefit of local Florida residents and visitors.

D. DEFINITIONS

The terms and abbreviations used herein shall have the meanings as defined below.

i. "Artificial reef" means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida's managed reef associated fish species as well as to increase the productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.

ii. "Permitted area" means a named area or polygon with discrete defined boundaries inside of which one or more artificial reefs may be located and for which all required permits and authorizations have been obtained. These permits and authorizations include: artificial reef permits issued by the Florida Department of Environmental Protection and/or the Army Corps of Engineers and other permits, licenses, or authorizations required by any governing body.

iii. "Staging area" means a land-based holding area for artificial reef material or a docking area for a vessel proposed as an artificial reef where such material is stored and prepared for transportation to an approved artificial reef site.

2. DELIVERABLES

A. Deliverable #1 (Artificial Reef Construction)

Construction of a marine artificial reef by cleaning, environmentally preparing, towing and sinking to **GRANTEE, COMMISSION** and state and federal regulatory standards the 86.7 foot tug *Ocean Wind.* The vessel shall be prepared so as to be clean and free from petroleum, or other hydrocarbons and toxic residues, loose free floating material or other deleterious substances. No visible oil sheen will remain on the surface after the tug sinks, nor subsequently be reported at a later date. The *Ocean Wind* will be deployed in the west end of the Escambia Southeast Permit Area within a 200 foot radius of the target coordinates: 30° 11.0' North Latitude; 87° 12.0' West Longitude,

i. Minimum Level of Performance

The *Ocean Wind* must have passed all **GRANTEE, COMMISSION,** and U.S. Coast Guard cleaning and preparation inspections, be anchored and deployed within the boundaries of the permitted area at the designated location indicated in Deliverable #1 above, and in compliance with all the applicable permits and authorizations associated with the permitted area.

ii. Documentation / Criteria Used as Evidence of Performance

1. A Materials Placement Report shall be submitted to the **COMMISSION's** Project Manager within 30 days of field operations completion. The Materials Placement Report form is available on the **COMMISSION's** website at http://www.myfwc.com/conservation/saltwater/artificial-reefs/. The Materials Placement Report must have a certification signature from a **GRANTEE** designated on site observer and reflect an accurate vessel tonnage and description, including dimensions of the vessel deployed.

2. The **GRANTEE** shall upon commencement of the Contractor's environmental cleanup of the *Ocean Wind,* provide to the **COMMISSION'S** Contract Manager, within 30 days and each month thereafter, a monthly status report of environmental cleaning and preparation milestones based upon a daily or weekly activity log submitted by the Contractor to the **GRANTEE'S** Contract Manager as well any additional inspection reports made by the **GRANTEE'S** Contract Manager. The monthly status report shall document all activities of the Contractor at the *Ocean Wind* project site including work hours expended by the Contractor's or subcontractor's personnel, the number of Contractor or subcontractor personnel present and working on the vessel, a description of the work being performed, the type of equipment used, any unusual or special

occurrences at the project site, and any adverse weather days or other work delays affecting vessel cleanup and preparation operations.

3. A final project report is required prior to reimbursement. The final project report shall include a written chronology and summary narrative describing the project history and associated vessel pre-deployment activities based on the status reports, the actual vessel towing and sinking process, the distance and direction of the vessel sink location from the planned deployment coordinates, the presence of any post sink oil sheen, comments on any problems encountered and lessons learned, and a performance evaluation of the marine Contractor(s) who performed the work. The final field report should include photos of the vessel in pre-deployment condition at identified times during vessel cleanup, the vessel once anchored on site, photos taken during the sinking process and, if available, underwater photographs and video footage (surface and/or underwater).

iii. Timeline for Completion

All artificial reef preparation including the sinking of the *Ocean Wind* at the designated location must be completed by December 31, 2015.

3. FINANCIAL CONSEQUENCES

A. If the **GRANTEE** fails to complete the vessel artificial reef project within the time frame specified by the Scope of Work, the **GRANTEE** will be not be eligible for reimbursement.

B. The **GRANTEE** will not be eligible for reimbursement until all reports have been provided to the satisfaction of the **COMMISSION** documenting that all work has been completed in accordance with the Scope of Work, and in compliance with all permit conditions.

C. The **COMMISSION** will not reimburse the **GRANTEE** for any expenditures related to environmental preparation, towing, and sinking of the *Ocean Wind* if the vessel is sunk outside the boundaries of the Escambia Southeast permitted area in non compliance with permit conditions.

4. PERFORMANCE

A. Written or electronically transmitted progress reports must be sent to the **COMMISSION's** Contract Manager at no less than 30 day intervals beginning from the date of execution of this agreement.

B. The **GRANTEE** agrees to provide the **COMMISSION** with a minimum of five (5) days' notice prior to the *Ocean Wind* vessel deployment.

C. The **GRANTEE** agrees to follow all provisions of Section 379.249, Florida Statutes and Chapter 68E-9, Florida Administrative Code during the term of this Agreement.

D. The **GRANTEE** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **GRANTEE** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.

E. Funds from this Agreement may not be expended on salaries, training, or parts replacement or repairs to rented or Contractor owned equipment. Documentation of engineering expenses allowable under Chapter 68E-9 Florida Administrative Code including any post deployment dive survey reports must be submitted with the closeout package in order for reimbursement to be made.

5. COMPENSATION AND PAYMENT

A. COST REIMBURSEMENT

The **GRANTEE** shall be compensated for a maximum of $100,000 on a cost reimbursement basis in accordance with the Cost Reimbursement Contract Payment Requirements as shown in the Department of Financial Services, "Reference Guide for State Expenditures" publication. The cost reimbursement requirements section of the Reference Guide is attached hereto and made a part hereof as Attachment D.

B. INVOICE SCHEDULE

A single final invoice may be submitted after completion of the deliverable and must be received by the **COMMISSION** no later than January 15, 2016 to assure availability of funds for payment. A timely reimbursement request following completion of actual field operations is strongly encouraged.

C. TRAVEL EXPENSES

No travel expenses are authorized under the terms of this Agreement.

D. FORMS AND DOCUMENTATION

1. The **GRANTEE** shall submit a completed Materials Placement Report form along with the invoice and request for payment. The Materials Placement Report form is available on the **COMMISSION's** website at: www.myfwc.com/conservation/saltwater/artificial-reefs.

6. MONITORING SCHEDULE

A. The **GRANTEE** agrees to allow the **COMMISSION** to conduct on-site inspections of the *Ocean Wind,* and its associated staging area and work preparation site before deployment and to make available for the **COMMISSION** an observation vessel to monitor the vessel towing, anchoring and sinking. No additional monitoring activities have been identified at this time; however, additional tasks may be identified during the pendency of this agreement.

7. INTELLECTUAL PROPERTY RIGHTS

See Agreement for applicable terms and conditions related to the intellectual property rights.

8. SUBCONTRACTS

A. The **GRANTEE** agrees to follow all requirements of Section 287.057, Florida Statutes, for the procurement of commodities or contractual services under this Agreement. The **GRANTEE** will obtain a minimum of three written quotes for any subcontracts required for Agreements in the amount of $35,000 or less, and the **GRANTEE** will publicly advertise and send bid specifications to a minimum of five (5) potential contractors for any subcontracts required for Agreements in excess of $35,000.

B. The use of a vendor registered with the Statewide Negotiated Agreement Price Schedule (SNAPS) does not preclude the **GRANTEE** from the requirements of Paragraph A.

C. The **GRANTEE** shall submit bid specifications to the **COMMISSION's** Contract Manager for approval within ninety (90) days following the execution date of this Agreement.

D. All bid specifications must be approved, in writing, in advance by the **COMMISSION's** Contract Manager, prior to public advertisement or distribution.

E. Any request to use a sole source vendor by the **GRANTEE** must be requested and justified in writing and approved by the **COMMISSION's** Contract Manager prior to awarding a sole source subcontract under this Agreement.

F. A summary of the vendor replies and recommended subcontractor must be sent by the **GRANTEE** to the **COMMISSION's** Contract Manager for written approval prior to the awarding of any subcontracts under this Agreement.

G. A copy of this Agreement should be provided to all Contractors and incorporated by reference in all subcontracts. The **GRANTEE** shall require all Contractors to comply with all applicable provisions of this Agreement.

H. Any subcontract arrangements must be evidenced by a written document available to the **COMMISSION** upon request.

9. INSURANCE

A. See Agreement for applicable terms and conditions related to **GRANTEE** insurance.

B. Subcontracts for offshore transport and placement of the *Ocean Wind* shall be prepared such that upon initiation of the handling and movement of this vessel by the **GRANTEE's** Contractor, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the Contractor. This liability, assumption of risk and responsibility shall remain with the Contractor until the vessel is deployed at the permitted reef site in accordance with the specifications in this Agreement. The **GRANTEE** shall provide copies of the Contractor's insurance coverage required by the **GRANTEE** to the **COMMISSION.**

10. SECURITY AND CONFIDENTIALITY

See Agreement for applicable terms and conditions related to security and confidentiality.

11. RECORD KEEPING REQUIREMENTS

See Agreement for applicable terms and conditions related to record keeping requirements.

12. NON-EXPENDABLE PROPERTY

The **GRANTEE** is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at $1,000 or more for performance under this Agreement.

13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

This Section is not applicable and intentionally left blank.

14. SPECIAL PROVISIONS FOR CONSTRUCTON CONTRACTS

A. DRUG-FREE WORKPLACE

Pursuant to Section 440.102(15), F.S., any construction Contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

B. CONTRACTOR ELIGIBILITY

1. In accordance with Executive Order 12549, Debarment and Suspension, the **GRANTEE** shall agree and certify 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; and, that the **GRANTEE** shall not

knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing to the **COMMISSION** by the federal agency issuing the grant award. As required by sentences 1 and 2 above, the **GRANTEE** shall include the language of this section in all subcontracts or lower tier agreements executed to support the **GRANTEE's** work under this Agreement.

C. **PAYMENT BOND**

This Section is not applicable and intentionally left blank.

D. **PERFORMANCE BOND**

This Section is not applicable and intentionally left blank.

E. **CERTIFICATE OF CONTRACT COMPLETION**

The Grantee will be required to complete a Certificate of Completion form (Attachment E) when all work has been completed and accepted. This form must be submitted to the **COMMISSION's** Contract Manager with the **GRANTEE's** invoice for payment to be authorized. The **COMMISSION's** Contract Manager shall submit the executed form with the invoice to Accounting Services.

F. **CERTIFICATE OF PARTIAL PAYMENT**

This Section is not applicable and intentionally left blank.

G. **GRANTEE PAYMENTS TO CONTRACTOR**

Grant Agreement No. 14327, Section 15, B, "Grantee Payments to Subcontractor" is hereby amended to read as follows:

If subcontracting is permitted pursuant to Paragraph A, above, the Grantee agrees to make payments to the subcontractor within thirty (30) working days after completion of work and receipt of submitted invoices for full or partial payments in accordance with Section 287.0585, F.S., unless otherwise stated in the agreement between the Grantee and subcontractor. Grantee's failure to pay its subontractors within thirty (30) working days will result in a penalty charged against the Grantee and paid to the subontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

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Attachment B
CERTIFICATIONS AND ASSURANCES

The Commission will not enter this Agreement unless Grantee completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Grantee provides the following certifications and assurances:

A. **Debarment and Suspension Certification (2 CFR Part 1400)**

B. **Certification Regarding Lobbying (31 U.S.C. 1352)**

C. **Certification Regarding Public Entity Crimes (section 287.133, F.S.)**

D. **Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and subrecipients of federal financial assistance)**

E. **Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Grantee 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 three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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 government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Agreement.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Grantee certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence 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.

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 employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. 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.

C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Grantee understands and agrees that it is required to inform the Commission immediately upon any change of circumstances regarding this status.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(If Grantee is a Recipient or Subrecipient of Federal Financial Assistance)

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:
   a. The dangers of drug abuse in the workplace.
   b. The policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation and employee assistance programs.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph D.1. of this certification.

4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Agreement, the employee will:

a. Abide by the terms of the statement.
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Grantee is an individual, the Grantee certifies that:

1. As a condition of the grant, Grantee will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Grantee will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

E. CERTIFICATION REGARDING THE SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Grant is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Grantee hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Grantee also hereby certifies that it is not engaged in business operations is Cuba or Syria.

Grantee understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Grantee to civil penalties, attorney's fees, and/or costs.

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Grant.

By signing below, Grantee certifies the representations outlined in parts A through E above are true and correct.

_____
(Signature and Title of Authorized Representative)

_____
Grantee Date

_____
(Street)

_____
(City, State, ZIP Code)

Attachment C

AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor may be subject to audits and/or monitoring by the Commission as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

A. This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

B. In the event that the Contractor expends $500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Commission. 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 Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

D. Such audits shall cover the entire Contractor's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the OMB A-133 audit reports.

E. If not otherwise disclosed as required by section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.

F. If the Contractor 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 Contractor expends less than $500,000 in Federal awards in its fiscal year and elects 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 resources (*i.e.*, the cost of such an audit must be paid from the Contractor's resources obtained from other-than Federal entities).

G. A web site that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

A. In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Contractor shall ensure that the audit complies with the requirements of section 215.97(7), F.S. This includes submission of a financial reporting package as defined by section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. If the Contractor expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Contractor expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Contractor's resources obtained from other-than State entities).

D. Additional information regarding the Florida Single Audit Act can be found at:
https://apps.fldfs.com/fsaa/singleauditact.aspx.

PART III: REPORT SUBMISSION

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment shall be submitted by or on behalf of the Contractor directly to each of the following at the address indicated:

1. The Commission at the following address:

   Chief Financial Officer
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse):

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

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

B. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Contractor received the audit report); copies of the reporting package described in Section .320 (d), OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph c.) below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Contractor directly to each of the following:

1. The Commission at the following address:

   Chief Financial Officer
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2) The Auditor General's Office at the following address:

Auditor General's Office
G74 Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely 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.

Contractors and sub-contractors, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor/sub-contractor in correspondence accompanying the reporting package.

The remainder of this page intentionally left blank.

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

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

Federal Program(s) Funds		
CFDA #	**CFDA Title**	**Amount**
n/a	Not applicable	n/a
	Total Federal Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements	
CFDA #	**Compliance Requirements**
n/a	Not applicable

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	**CFDA Title**	**Amount of Matching Funds**
n/a	none	n/a
	Total Matching Funds Associated with Federal Programs	n/a

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	**CSFA Title**	**Amount**
77.007	Florida Artificial Reef Program	$100,000
	Total State Awards	$100,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	**Compliance Requirements**
77.007	1. Only the goods and/or services described within the attached Agreement and Attachment A Scope of Work are eligible expenditures for the funds awarded. 2. All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement. 3. The Grantee must comply with the requirements of all applicable laws, rules or regulations relating to this artificial reef project.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

The remainder of this page intentionally left blank.

Attachment D

COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of supporting documentation:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

FL FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF MARINE FISHERIES MANAGEMENT
ARTIFICIAL REEF PROGRAM
CERTIFICATION OF COMPLETION

I, _____
(Printed Name and Title)

representing _____
(Name of Grantee)

do hereby certify under penalties of perjury per § 216.349, Florida Statutes, that the artificial reef project funded by Grant Number FWC-14327 has been completed in compliance with all terms and conditions of said Grant Agreement.

_____ _____
(Signature) (Date)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8060 **County Administrator's Report 13. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Consulting Services for Jail Medical
From: Michael Tidwell, Department Director
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Consulting Services for Jail Medical - Michael A. Tidwell, Corrections Department Department Director

That the Board authorize a Purchase Order to Alliance Medical Management, for Consulting Services for Jail Medical, not to exceed $35,000.

[Funding: Fund 001, General Fund, Cost Center 290402]

BACKGROUND:

Alliance Medical Management, Inc. has over 30 years experience in the field of correctional health care. They have extensive experience performing inmate health care reviews, RFP development and contract negotiations specific to the State Laws, Correctional Standards and Operational issues unique to Florida. The goals of this project will be to analyze the current cost of medical operations as a cost per inmate. Report on the expected cost per inmate for alternatives such as privatization while assuring that the system would meet all relevant constitutional and qualitative standards for care, and to report and recommend options versus a self-operation with evaluations of each, which will be completed in two phases.

Phase I will produce: A Report on available cost and utilization data that documents current health care cost drivers and trends, a survey of relevant best practices and benchmark cost data from other correctional systems, a comprehensive health care system cost analysis that identified opportunities for cost savings, and a report that details specific cost containment initiatives, contract modifications, and management practices whether as a self-operation or a privatization.

Phase II will produce: Assistance in the preparation of RFP's based on the options from its Phase 1 evaluation. It will also provide the technical assistance with the review of the submitted proposals and coordinate the Selection committee/process.

BUDGETARY IMPACT:

Fund 001, General Fund, Cost Center 290402

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

A Request for Quotes for Consultant for Medical Facilities at the Jail were sent out by the Purchasing Department to 4 consulting firms via e-mail with only two responses received. The firm chosen to provide the consulting services is Alliance Medical Management, Inc. based on their extensive experience in the requested functions outlined in the Request for Quote.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Puchase Order.

Attachments

Alliance Medical Services Quote

April 4, 2015

Claudia Simmons, Manager
Office of Purchasing
Escambia County Board of Commissioners
213 Palafox Place, 2nd Floor, Suite 200
Pensacola, Florida 32502

Re: Request for Quote for Consulting Services for Medical Facility at the Escambia County, Florida Detention Center.

Dear Ms. Simmons:

The undersigned, as Respondent, has submitted the attached Qualification Statement in response to a Request for Quote (RFQ), issued by Escambia County ("County"), dated April 2, 2015, in connection with the services set forth above.

Alliance Medical Services hereby states:

The Qualification Statement contains accurate, factual and complete information. We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief.

The undersigned Respondent is interested in being invited to respond to the Request for Quote (RFQ). It is the intent of Respondent, to complete and submit a Qualification Statement for the provision of the services set forth above and to enter into a contract for said services if selected and awarded a contract by Escambia County.

Alliance Medical Management, Inc. has significant experience in the field of correctional health care. We have extensive experience performing inmate health care reviews, RFP development and contract negotiations specific to the State Laws, Correctional Standards and Operational issues unique to Florida. AMM has over thirty years of providing the scope of work outlined in your RFQ in the State of Florida with over thirty satisfied clients. You will see from our outline of current and prior clients that we have a great deal of experience in working with large jails in the state of Florida providing services exactly in line with the request of services required in your RFQ.

The goals of this project are to deliver within a 45-day timeframe, an analysis on the current cost of medical operations as a cost per inmate. Report on the expected cost per inmate for alternatives such as privatization while assuring that the system would meet all relevant constitutional and qualitative standards for care. Finally, to report and recommend options versus a self-operation with evaluations of each.

The nature of this project will require a thorough baseline assessment of health care service delivery in the correctional system that identifies current factors driving costs, how these factors relate to service quality, and how costs may be contained or reduced without impairing the quality of care required.

The project will produce the following key deliverables in Phase 1:

- *Report on available cost and utilization data that documents current healthcare cost drivers and trends;*
- *Survey of relevant best practices and benchmark cost data from other correctional systems;*
- *Comprehensive health care system cost analysis that identified opportunities for cost savings; and*
- *Report that details specific cost containment initiatives, contract modifications, and management practices whether as a self-operation or a privatization.*

AMM's approach to this analysis relies upon a comprehensive diagnostic review of current health care delivery systems at both the administrative and direct care levels. From this review, we move to a focused evaluation of the key cost drivers in the health care system, the factors underlying these cost drivers, the relative impact of the different drivers upon overall system costs. Upon completing our assessment of primary system cost drivers, we will address how the department's contract and management systems may be modified to reduce or better control these costs. This analysis will be informed by a review of national best practices and benchmarking of correctional health care management in major county correctional systems. From this analysis, we will prepare a draft report with specific, detailed recommendations on contract, policy, and operational practice changes.

With respect to Phase 2, AMM would assist in the preparation of the RFP based on the options from its Phase 1 evaluation. It would also provide the technical assistance with the review of the submitted proposals and coordinate the Selection committee/process. Phase 2 will be completed within the 120-day timeline.

To meet the requirements and needs of Escambia County, Alliance Medical Management provides the following service components and charges:

- *Survey facility and author the Request for Proposal*
- *Review and Critique responses to the Request for Proposal*
- *Contract Negotiation and Start-Up Participation*
- *Compensation: $35,000*

No additional compensation will be paid for secretarial, clerical support staff or overhead costs.

Respectfully,

Philip Hoelscher, President
Alliance Medical Management

ALLIANCE MEDICAL MANAGEMENT

INMATE HEALTH CARE DEMANDS
IN TODAY'S CORRECTIONAL ENVIRONMENT

In the area of inmate health care, there appears to be a great interest and need expressed by the management of today's correctional and detention facilities for services in understanding how to control day-to-day operations; how to improve the quality and efficiency of health care; and, what to do in relation to self-operation of inmate health care services versus contracting of those services, in whole or in part.

A.M.M. is a medical management company that concentrates strictly in the area of inmate health care in several aspects. One aspect is reviewing your facility's health care operations against N.C.C.H.C. /F.C.A.C. and Florida Model Standards guidelines for clinical compliance. Another is looking at how efficiently the health care units operate. We look at the inmate health care department as a separate business unit, review the expenses in the key segments to determine if inmate health care cost is at the proper level of expenditure, and if not, we find and implement the resource or procedure to bring the cost under control. The outline listed on the following pages, covers many of the key areas that should be reviewed in determining a department's degree of efficiency and quality of inmate care.

Today, inmate health care is a major part of correction/detention facility's budget, as well as a main area of exposure for potential litigation. It is a segment of detention that cannot be lightly considered by contemporary corrections administrators.

Inmate health care issues are too complex to stay abreast of contemporary needs and solutions and in the same breath confess expertise in other areas of corrections.

Alliance Medical Management is a Company organized to assist and guide you and your staff in creating and maintaining the most clinically effective and cost efficient inmate health care program possible.

Alliance Medical Management
Mr. Philip Hoelscher, President
5025 Lake In The Woods Blvd.
Lakeland, Florida 33813

Ph: (863) 647-9052
Fax: (863) 647-9015
E-mail: allmedmgm@aol.com

CORRECTIONAL HEALTH CARE EXPERIENCE

PHILIP D. HOELSCHER

Mr. Hoelscher is a health care professional with more than 30 years of experience in providing medical services to the Jail, Prison, Hospital, Physician and Home Health Care markets.

As a health care professional, Mr. Hoelscher's experience has involved the development and coordination of contracting and operation activities with over 42 jails throughout the United States. Mr. Hoelscher has coordinated the successful development of health care operations, financial performance reviews and inmate health care contracts for jails and prisons throughout the United States. A sample of the Counties in Florida that have retained Mr. Hoelscher's services to assist them in review and development of their inmate health care operations are: Alachua, Brevard, Charlotte, Collier, Duval, Escambia, Glades, Hendry, Highlands, Hillsborough, Lake, Lee, Leon, Marion, Monroe, Okaloosa, Osceola, Polk, Santa Rosa, Sarasota, Seminole, St. Lucie, and Volusia Florida Sheriffs' offices. He has successfully coordinated similar activities for the State Department of Corrections in Kansas, Utah, Colorado, Louisiana, Arizona, New Mexico and South Dakota. Mr. Hoelscher has also assisted in the architectural design and operational plans for more than 22 health care facilities at new jails.

Mr. Hoelscher's health care experience also includes development and coordination of operational activities with several health care providers, including Health Maintenance Organizations (H.M.O.), Preferred Provider Organizations (P.P.O.), health insurance companies, hospital associations, and physician groups. He is also currently working with jails in the development of Electronic Medical Records systems for their inmate health services programs.

Mr. Hoelscher has four articles that have been published in medical care trade journals and has conducted more than 60 lectures and training sessions concerning Inmate Medical Program Development and Strategy, Contracting, Negotiating and Management Skills. His business knowledge includes experience and accomplishments in health care operations, planning, research, advertising, public relations, training, health contract development and negotiations.

Mr. Hoelscher's objective is to provide to his clients, a thoroughly developed knowledge of corrections and detention facilities inmate health care needs, through his health care management expertise. Then, apply that knowledge in a manner to assist detention organizations to most effectively provide and/or contract inmate health care services.

ALLIANCE MEDICAL MANAGEMENT

The following is a list of services offered by A.M.M. The type and scope of services offered are based on research and investigation of inmate healthcare needs in the corrections/detention environment. The services listed below are offered individually, depending on the determined need or requirements of the client.

CURRENT MEDICAL OPERATIONS NEEDS ANALYSIS-DEVELOPMENT OF MANAGEMENT AND CONSULTING SERVICES

This service entails a detailed review of past and current health care operations specific, but not limited to:

A. Healthcare operations of the detention facilities in relation to set A.C.A., N.C.C.H.C. and state standards.

B. Healthcare staffing analysis in relation to issues of:
1. Staffing cost
2. Operational efficiency
3. Staff retention/turnover

C. Health Care operational cost analysis of:
1. Effective use of in-house services
2. Effective use of in-house facilities versus outpatient services.
3. Cost analysis and development of contract medical services:
    a. Hospital cost and service development
    b. Physician cost and service development
    c. Ancillary services, i.e.: clinical lab, radiology, medical supplies, etc., cost and service development
4. Analysis of pharmaceutical cost, distribution and service development.

D. Risk management exposure of the department through improper or insufficient general and professional liability insurance.

E. Review of and development, if found necessary, of the third party billing procedures.

F. Review of and development, if found necessary, of inmate healthcare policy and procedures and nursing protocols.

G. Training and implementation of inmate healthcare staff on proper policies and procedures.

H. Review of and development, if found necessary, of the operational and management information system for inmate health care.

I. Case management of individual inmate healthcare services provided by hospital and physician.

J. All activities related to contracting of inmate medical services specific to the procedures necessary for completion by the department in order to properly contract all services or parts of, if found as a viable alternative to continued self-operation of the inmate healthcare department.

The services include:

1. Full operational needs and cost analysis of the current inmate healthcare system. Allowing for more detailed and tailored request for Inmate Health Care Proposal development.

2. Development of the Request for Proposal of Inmate healthcare services.

3. Coordination of the bidders' conference and all necessary support documentation needed by the prospective bidders.

4. Review, analysis and interpretation of proposals submitted for healthcare services.

5. Assistance with the development and negotiations of the inmate healthcare contract with the selected firm.

6. Development and coordination of the contract monitoring process.

7. Contract monitoring of inmate healthcare services.

REFERENCES OF CORRECTIONAL HEALTH CARE SERVICES PERFORMED BY ALLIANCE MEDICAL MANAGEMENT

Major Scot Hall, Lee County Detention Center, Lee County Sheriff's Office
Sheriff Scott
2501 Ortiz Ave., Fort Myers, Florida 33905
Phone: 239-477-1777
1,800 inmates, 2 jail facilities.
AMM has provided 13 years of contract development, rebidding of services during 1998, 2003 and 2005; and contract monitoring. NCCHC accredited 10/1/2000.

Major Pat Tighe, St. Lucie County Detention - Administrator, St. Lucie County Sheriff's Office
Sheriff Mascara
4700 W. Midway Rd., Ft. Pierce, Florida 34981
Phone: 772-462-3396
1,200 inmates, 1 jail facility.
AMM has provided 14 years of contract development, contract renegotiations and contract monitoring. NCCHC accreditation was achieved in 1998.

Chief Slaybaugh, Polk County Department of Detention, Polk County Sheriff's Office
Sheriff Judd
1891 Jim Keene Blvd., Bartow, Florida 33830
Phone: 863-534-6331
2,700 inmates, 3 jail facilities
AMM has provided 22 years of contract development, contract rebidding, contract renegotiations, new facility inmate medical services expansion and contract monitoring services. NCCHC accreditation was achieved in 1992; 8 subsequent re-accreditations achieved.

Sheriff Campbell, Leon County Sheriff's Office
P.O. Box 727, Tallahassee, Florida 32302
Phone: 850-922-3335
1,100 inmates, 1 jail facility.
AMM has provided 15 years of inmate medical monitoring services.
NCCHC accredited.

Chief Tommy Taylor, Monroe County Jail
Sheriff Ramsey
5501 College Rd., Key West, Florida 33041
Phone: 305-293-7338
650 inmates, 2 jail facilities.
AMM has provided 15 years of contract development, contract renegotiations and contract monitoring services. NCCHC accreditation was achieved in 1998.

Mr. Alex Kimball, County Financial Officer, Cumberland County Jail
142 Federal Street, Portland, Maine 04101
Phone: 207-774-1444, ext. 214

520 inmates, 2 jail facilities.
AMM has provided 13 years of contract development, contract bidding and contract monitoring services. NCCHC accredited 11/2002.

Capt. Wilson, Charlotte County Jail
Sheriff Prummell
26601 Airport Road, Punta Gorda, Florida 33982
Phone: 941-833-6366
450 inmates, 1 jail
AMM has provided 11 years of contract development, contract bidding and contract monitoring services. NCCHC accredited.

Chief Smith, Collier County Jail
Sheriff Rambosk
3319 E. Tamiami Tr., Bldg. J, Naples, FL 34112-4987
Phone: 941-793-9414
1,200 inmates, 2 jail facilities
AMM has provided 11 years of contract development, contract bidding and contract monitoring services. NCCHC accredited.

Sheriff Borders, Lake County Jail
551 W. Main Street, Tavares, FL 32778
Phone: 352-742-4054
1,000 inmates, 1 jail facility
AMM has provided 6 years of healthcare oversight management

Former Sheriff Ed Dean, Jr., Marion County Jail
P.O. Box 1987, Ocala, FL 34478
Phone: 352-369-6742
1,915 inmates, 1 jail facility
AMM has provided 9 years of healthcare oversight management

Sheriff Sadie Darnell, Alachua County Jail
3333 Northeast 39th Avenue, Gainesville, Florida 32609
Phone: 352-491-4460
1,250 inmates, 1 jail facility
AMM has provided 9 years of healthcare oversight management

Orleans Parish Corrections Department
819 South Broad Street
New Orleans, LA 70119
Phone: 504-827-8865
AMM is working on satisfying a consent decree with compliance/RFP/contract monitor responsibilities

Sheriff Whiddon, Glades County
Glades County Sheriff's Office
P. O. Box 39
Moore Haven, Florida 33471
Phone: 863-946-1600
600 inmates, 1 jail facility
AMM has provided 5 years of healthcare oversight management. NCCHC accredited 2011

Superintendent Jeff Newton, Riverside Regional Jail
1000 River Road
Hopewell, Virginia 238600
Phone: 804-524-6600
1400 inmates, 1 jail facility
AMM has provided 1 year of monitoring. Will be NCCHC accredited in 8 months

PHILIP D. HOELSCHER, PRESIDENT

Education

UNIVERSITY of MISSOURI
Master of Business Administration, Finance Major

WILLIAM JEWELL
Bachelor of Science in Business Administration, Marketing Major

Training and Professional Courses

Harvard Business School
Course Work: Business Plan Development and Management

Wharton School of Business
MBA School of Finance Course Work: Budget Development and Management

American Management Association
Courses:1. Operations Line Management
2. Market and Product Development
3. Training and Personnel Development

Negotiating Skills Seminar - Mr. Bob Laser

Marvin Raffael Business Management School
Course Work: Management Skill Development in the Ethical Pharmaceutical Business

British Oxygen Corporation
Management Advancement Program: Interpersonal Skill Development for Executive Management

ROBERT H. HUGHES, M.B.A., C.C.H.P., ASSOCIATE

Education

BRYANT UNIVERSITY
Master of Business Administration

Training and Professional Courses

Federal Emergency Management Agency

National Commission Correctional Health Care

American Correctional Association

JOANNA B. GARCIA, ASSOCIATE

Education

UNIVERSITY OF DALLAS
Bachelors of Arts

Training and Professional Courses

American College of Healthcare Executives

National Commission Correctional Health Care

CORRECTIONAL HEALTH CARE EXPERIENCE

ROBERT H. HUGHES

Mr. Hughes is a health care executive with more than 25 years experience in operation, financial management, administration and process improvement. He is a strategic problem-solver who conceives innovative solutions and has served in a wide range of executive positions. He has an extensive background in contract development and facility operation start-ups. He is adept at applying keen strategic vision in developing meaningful solutions that improve the efficiency of operations.

Mr. Hughes' has extensive experience in both the private and public sectors. He is a 21-year veteran of the corrections department. His experience includes all major aspects of prison and regional facility management, including statewide policy development, compliance monitoring, facility planning, supervision, prison industry management, and special population management.

Mr. Hughes has held positions in the private sector that have included CFO, VP or operations, VP of business and project development for a variety of companies. In the public sector he has worked as Chief Information Officer, Chief of Staff of Executive Office of Public Safety, the Deputy Administrator, and the Deputy Director – Health Services Division for the Massachusetts Department of Correction; Superintendent of Massachusetts Correctional Institution; and Deputy Superintendent for Patient Services for Bridgewater State Hospital.

He is proficient with forensics/mental health; start-up operations; utilization management review; pharmacy/formulary development; cost control analysis as well as CQI/risk management.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8020 **County Administrator's Report** **13. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Change Order to Baskerville Donovan, Inc., Contract PD 10-11.005 "Pensacola Beach Master Plan"
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Baskerville Donovan, Inc., for "Engineering and Surveying Services for the Pensacola Beach Master Plan" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, for "Engineering and Surveying Services for the Pensacola Beach Master Plan":

Department:	Public Works
Division:	Transportation and Traffic Operations
Type:	Addition
Amount:	$123,984.92
Vendor:	Baskerville Donovan, Inc.
Project Name:	Pensacola Beach Master Plan
Contract:	PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan"
PO No.:	121158
CO No.:	6
Original Award Amount:	$149,746.26
Cumulative Amount of Change Orders through this CO:	$1,197,579.37
New Contract Total:	$1,347,325.63

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107/56301]

BACKGROUND:

Meeting in regular session on February 17, 2011, the Board approved awarding a Task Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan."

This Change Order, #6, is to provide engineering and surveying services to Escambia County for design of two projects stemming from the Pensacola Beach Master Plan. The first project, titled “East Entry Gateway,” includes safety upgrades to the roadway and pedestrian crossings 800’ east and west of Portofino. The negotiated fee for this project scope is $92,204.99.

The second project, titled “ADA Improvements to Pedestrian Crosswalks,” includes ADA improvements to the 5 existing crosswalks on Pensacola Beach. One crosswalk (commonly called the Shaggy’s crosswalk) is located on Pensacola Beach Boulevard, and the other four crosswalks are located on Via De Luna Drive, just east of the signalized intersection. The negotiated fee for this project scope is $31,779.93.

Change Order #1 was for additional meetings, coordination, and presentation as requested by Escambia County. This request included one-on-one meetings with the Santa Rosa Island Authority (SRIA) Board members, SRIA Steering Committee members, and Escambia County, to discuss the findings and details of the engineering evaluations.

Change Order #2 was broken down into two parts. The first part of the Change Order is for final programming and design development services under responsibilities outlined in Task 2 of the Pensacola Beach Master Plan Scope of Services. This task will develop two mobility alternatives for the Pensacola Beach Core Area. This effort shall transition the Pensacola Beach Master Plan from the planning phase to the design/implementation phase. The second part of the Change Order is for a public presentation of the final outline alternatives developed for the Pensacola Beach Core Area under Task 2 of the Pensacola Beach Master Plan Scope of Services. The public presentation will outline the engineering issues and order of magnitude for the two final outline alternatives.

Change Order #3 was for additional public involvement, which included everything necessary to prepare for and conduct two public meetings.

Change Order #4 incorporated the Toll System Upgrade Support Services in the Contract for the Pensacola Beach Master Plan.

Change Order #5 was for design of the Pensacola Beach Boulevard Service Road and development of a Program Report. The service road work area is defined from the existing fishing bridge on the east side of Bob Sikes Bridge to the existing public restroom at Quietwater Beach. The service road design shall improve traffic access from the fishing bridge to the public parking areas that support Quietwater Beach. The Program Report will define the anticipated engineering costs, construction costs, time to complete, and priority for the Pensacola Beach Master Plan projects.

BUDGETARY IMPACT:

Funds for these projects are available in Fund 352 "Local Option Sales Tax III", Cost Center 210107/56301.

Fee for East Entry Gateway = $92,204.99
Fee for ADA Improvements to Pedestrian Crosswalks = $31,779.93

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Escambia County, Santa Rosa Island Authority, Baskerville Donovan, Inc., and local stakeholders will coordinate efforts.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

BCC Backup Crosswalks
BCC Backup East Entry
Change Order Recap

ESCAMBIA COUNTY

PENSACOLA BEACH CROSSWALKS
DESIGN AND SURVEYING SERVICES

SCOPE OF SERVICES
March 17, 2015

GOALS AND OBJECTIVES

The intent of this project is evaluate and upgrade 4 existing crosswalks on Via De Luna Drive in the core area of Pensacola Beach. The project will provide ADA compliant crosswalks with enhanced design features to promote safety, pedestrian awareness, and visibility, while establishing an attractive theme for residents and guests visiting the beaches. In addition, the newly constructed crosswalk south of the toll plaza will be evaluated for ADA compliance.
The design will meet current County standards and specifications.

WORK SCOPE TASKS

Task 1: Design Development

BDI will conduct a site review of 5 crosswalks within the core area and note deficiencies to ADA guidelines and note potential pedestrian/vehicle conflicts. This site review will be used to develop construction plans for crosswalk improvements. In addition, BDI will research alternative construction materials to be used to enhance crosswalk visibility and attractiveness.

Task 2: Construction Documents

BDI will prepare a design concept based upon the information gathered in Task1 for review and approval by the County and/or Island Authority. After approval of the design concept, BDI will prepare 90% complete Construction Documents for County review. BDI will address review comments received from the 90% submittal to prepare 100% complete Construction Documents. A final bid tab and cost estimate will be prepared for the design. The County has installed rapid flashing beacons and signs at these crosswalks prior to design; these County improvements will be incorporated into the final crosswalk design. BDI will notify affected utility companies and send plans for comments.

Task 3: Bid Documents and Support (OPTIONAL SERVICE)

BDI shall assist the County in preparation of bid documents and evaluation of bids received. This will include a pre-bid meeting, addressing questions during the bidding phase of the project, and reviewing Contractor bid submittals.

Task 4: Construction Coordination and As-Built Certification

Escambia County will be responsible for all construction and inspection related activities. BDI shall prepare record drawings based upon contractor supplied mark-ups.

Task 5: Surveying

Survey services will include a Topographic Survey of the 4 crosswalk areas and limited adjoining areas. (Two crosswalks will include survey for 100 foot length and the remaining two will be surveyed approximately 50 foot length each). The right of way lines will be shown and horizontal and vertical control will be established for construction. SUE is not included in this scope.

DELIVERABLES AND SCHEDULE

Consultant shall deliver one (1) set of plans (11"x17") and specifications, as well as one electronic version (PDF) of each for the design concepts, 90%, and 100% submittals. The final submittal shall include four (4) signed and sealed sets of plans (11" X 17"), Bid Tab and Construction Cost Estimate, , as well as one electronic version (PDF) of each to the County.

A schedule will be developed upon notice to proceed; 90-120 days is anticipated for design completion considering 2 week County turn-around for all reviews/comments.

FEE STRUCTURE

Attached

Accepted by:	Accepted by:
BASKERVILLE-DONOVAN, INC.	**ESCAMBIA COUNTY**
_____	_____
Jim Waite, Vice President	Joy D. Blackmon, P.E. Public Works Director
_____	_____
Date	Date

ENGINEERING SERVICES FOR PENSACOLA BEACH CROSSWALKS

3/17/2015

MANHOUR AND FEE ESTIMATE

		SENIOR ENGINEER $148.41	PROJECT MANAGER $150.10	PROJECT ENGINEER $93.30	CADD/ DESIGNER $68.99	CEI INSPECTOR $81.45	SR SURVEYOR AND MAPPER $123.27	SURVEYOR AND MAPPER $85.32	SURVEY FIELD CREW $115.00	ADMIN SERVICES $52.16	TOTAL MANHOURS	FEE
A.	**Design Development**											
1	Gather existing information/research		1	16	8					4	29	$ 2,403.46
2	Site Review/ Evaluation	10	2	10						4	26	$ 2,925.94
3	Design Coordination	2					2				4	$ 543.36
											0	$ -
	Subtotal	12	3	26	8	0	2	0	0	8	59	$ 5,872.76
B.	**Construction Documents**											
1	Prepare Design Concept	4		8	12					1	25	$ 2,220.08
2	Prepare 90- 100% Plan submittals	6	2	12	50					4	74	$ 5,968.40
3	Address Review Comments	2		8						4	14	$ 1,251.86
4	Prepare Bid Tab and Cost Estimate	1	2	6	4					4	17	$ 1,493.01
5	Meetings-Coordination	12	12							2	26	$ 3,686.44
6	Utility Coordination	2	2	6	4					4	18	$ 1,641.42
											0	$ -
											0	$ -
	Subtotal	27	18	40	70	0	0	0	0	19	174	$ 16,261.21
C	**Bidding (Optional Service)**											
1	Prepare Bid Documents and Specs	2	1	8	2					4	17	$ 1,539.94
2	Attend pre-Bid Conference	2								2	4	$ 401.14
3	Prepare Addenda & Address Questions			4						2	6	$ 477.52
4	Evaluate/Tabulate Bid Tabs		1	1						1	3	$ 295.56
											0	$ -
	Subtotal	4	2	13	2	0	0	0	0	9	30	$ 2,714.16
D	**Construction Coordination**											
1	Record Drawings		2	1	10					2	15	$ 1,187.72
											0	$ -
											0	$ -
											0	$ -
	Subtotal	0	2	1	10	0	0	0	0	2	15	$ 1,187.72

SUBTOTAL	**(Does not include Bidding)**	**$ 23,321.69**
SURVEYING		**$ 4,360.00**
QUALITY CONTROL (5%)		**$ 1,384.08**
TOTAL LUMP SUM FEE		**$ 29,065.77**
OPTIONAL SERVICES		
GEOTECHNICAL ENGINEERING		**NA**
ENVIROMENTAL SERVICES		**NA**
BIDDING		**$ 2,714.16**
TOTAL FEE		**$ 31,779.93**

OVERHEAD RATE	**168%**
FCCM	**1.32%**
PROFIT MARGIN	**12%**

BASKERVILLE DONOVAN INC.
SURVEYING AND MAPPING
TASK AND FEE PROPOSAL

Date: February 11, 2015
Job No.: 00212.00
Desc.: **SRIA - 4 Cross-walk Uprgrades**

Req. By: KPG
Prep. By: RSM
Client: **SRIA**

Item	Survey Crew	CAD Technician	Admin. Assist.	Professional Surveyor	Description / Notes	Item Totals
Description of Survey Services:						
4 Locations along Via De Luna east of Fort Pickens Road, Right of Way to Right of Way:					2 crossings 50 feet in width, 2 crossings 100 feet in width	
Field Survey with Utility Locates	24.00			2.00		$3,040.00
Mapping & Utility Coordination		16.00		2.00		$1,320.00
DIRECT EXPENSES:						
Total Hours and Direct Expenses	24.00	16.00	0.00	4.00	**Sub-Total=**	$4,360.00
Hourly Rates	$115.00	$65.00	$40.00	$140.00		
Total Labor and Overhead	$2,760.00	$1,040.00	$0.00	$560.00		
Contingency						
Grand Total	$2,760.00	$1,040.00	$0.00	$560.00	**Grand Total =**	**$4,360.00**

ESCAMBIA COUNTY

PENSACOLA BEACH
EASTERN GATEWAY-TRAFFIC CALMING & CROSSWALK
DESIGN AND SURVEYING SERVICES

SCOPE OF SERVICES
March 17, 2015

GOALS AND OBJECTIVES

The intent of this project is promote pedestrian safety by upgrading the existing crosswalk and creating a traffic calming feature to add awareness of the upcoming urbanized resort area. This Eastern Gateway is described in the Beach Master Plan. It was envisioned to provide a clear definition of the transition from the National Seashore to Pensacola Beach. The project will provide ADA compliant crosswalks with enhanced design features to promote safety and increased pedestrian awareness and visibility. Raised medians will be added to provide a pedestrian refuge area and varied alignments will be considered to induce traffic calming. The roadway improvements are limited to the area immediately adjacent to the proposed crosswalk, extending approximately 800 feet east and west of the Portofino entrance. Improvements for future development to the east are not included in this scope. Traffic calming will consist of signage, pavement texturing, and possible lane width reduction to induce motorist awareness of the land use change from the National Seashore to Pensacola Beach Community. A gateway sign is included to enhance the aesthetic aspects of the entrance to Pensacola Beach. Lighting for the crosswalk and gateway sign are included in this scope. No ERP permitting is anticipated for this project; it should qualify as an exempted activity. The design will comply with Escambia County Standards.

WORK SCOPE TASKS

Task 1: Design Development

BDI will develop a preliminary crosswalk/traffic calming alternative based upon earlier conceptual meetings with Portofino, Island Authority, and County. The original concept will be scaled back to include only the current development area. BDI will also develop and signage plan based upon past discussion with the Island Authority and modified based upon these construction limits. The new crosswalk will be designed to enhance visibility and attractiveness using alternative constructions material consistent with the enhanced crosswalks in the core area.

Task 2: Construction Documents

BDI will prepare a design plans based upon the preliminary design developed in Task1. BDI will prepare 60%, 90%, and 100% complete Construction Documents for County and/or Island Authority review. The roadway plan set is envisioned to include a wide raised median, appropriate

traffic calming, areas of textured/colored pavement with enhanced crosswalks. No landscaping or irrigation plans are included in this scope of services. Escambia County environmental specialists will recommend suitable ground cover to prevent erosion and visibility requirements while retaining survivability in a natural setting. Site lighting will include low level turtle friendly lights at the pedestrian crossing. The entry sign is envisioned outside the clear zone within the R/W alongside the road. The sign will be lighted from the ground. BDI will address review comments received from the 60% and 90% submittals and prepare 100% complete Construction Documents. A final bid tab and cost estimate will be prepared for the design. Meetings with the developer, Island Authority, and County are anticipated during the design process. BDI will notify affected utility companies and send plans for comments. Utility coordination meetings are expected during the design process to address utility adjustments.

Task 3: Bid Documents and Support

BDI shall assist the County in preparation of bid documents and evaluation of bids. This will includes attending a pre-bid meeting, addressing questions during the bidding phase of the project, and reviewing Contractor submittals.

Task 4: Construction Coordination and As-Built Certification (OPTIONAL SERVICES)

BDI will coordinate with County staff and the Contractor during construction. The coordination includes review product submittals and attendance at construction progress and utility coordination meetings. Additionally, the Consultant will prepare record drawings based upon Contractor provided mark ups. Contract administration or construction inspection is not included within this scope of services.

Task 5: Surveying

Survey services will include a Topographic Survey within the extents of the R/W for the approximately 1800 foot length of this project. The right of way lines will be shown and horizontal and vertical control will be established for construction. SUE is not included in this scope.

Task 6. Geotechnical Engineering

See attached scope

DELIVERABLES AND SCHEDULE

Consultant shall deliver one (1) set of plans (11"x17") and specifications, as well as one electronic version (PDF) of each for the design concepts, 90%, and 100% submittals. The final submittal shall include four (4) signed and sealed sets of plans (11" X 17"), Bid Tab and Construction Cost Estimate, as well as one electronic version (PDF) of each to the County.

A schedule will be developed upon notice to proceed; 150 days is anticipated for design completion considering 2 week County turn-around for all reviews/comments.

FEE STRUCTURE

Attached

Accepted by:

BASKERVILLE-DONOVAN, INC.

_____
Jim Waite, Vice President

_____
Date

Accepted by:

ESCAMBIA COUNTY

_____
Joy D. Blackmon, P.E.
Public Works Director

_____
Date

ENGINEERING SERVICES FOR PENSACOLA BEACH EASTERN GATEWAY TRAFFIC CALMING AND PEDESTRIAN CROSSING

3/17/2015

MANHOUR AND FEE ESTIMATE

		SENIOR ENGINEER $148.41	PROJECT MANAGER $150.10	PROJECT ENGINEER $99.30	CADD/ DESIGNER $68.99	CEI INSPECTOR $81.45	SR SURVEYOR AND MAPPER $123.27	SURVEYOR AND MAPPER $85.32	SURVEY FIELD CREW $115.00	ADMIN SERVICES $51.16	TOTAL MANHOURS	FEE
A.	**Design Development**											
1	Site Review/ Evaluation	4	1	4	2					2	13	$ 1,381.24
2	Design Coordination	1	4	4	4					4	17	$ 1,626.61
3	Preliminary Desgin Development	12	12	8	16					2	50	$ 5,582.68
4	Preliminary Signage Development	8	2		8					4	22	$ 2,244.04
	Subtotal	25	19	16	30	0	0	0	0	12	102	$ 10,834.57
B.	**Construction Documents**											
1	Prepare 60- 90- 100% Plan submittals	40	8	80	140					8	276	$ 25,149.08
2	Address Review Comments	8	2	12	12					2	36	$ 3,609.28
3	Prepare Bid Tab and Cost Estimate	1	1	8	2					4	16	$ 1,435.53
4	Meetings-Coordination	24	24	8	8						64	$ 8,510.56
5	Utility Coordination	6	2	16	8					8	40	$ 3,740.66
7	Gateway Signage	12	2		8						22	$ 2,633.04
8	Site Lighting	24	2		24						50	$ 5,517.80
	Subtotal	115	41	124	202	0	0	0	0	22	504	$ 50,595.95
C	**Bidding**											
1	Prepare Bid Documents and Specs.	2	1	4						4	11	$ 1,048.76
2	Attend pre-Bid Conference	4									4	$ 593.64
3	Prepare Addenda & Address Questions	6	1	6						4	17	$ 1,841.00
4	Evaluate/Tabulate Bid Tabs		1	2						2	5	$ 451.02
5											0	$ -
	Subtotal	12	3	12	0	0	0	0	0	10	37	$ 3,934.42
	OPTIONAL SERVICES											
D	**Construction Coordination**											
1	Construction Coordination	4	1	8						2	15	$ 1,640.46
2	Attend Progress & Utility Mtgs	16	8	40							64	$ 7,547.36
3	Record Drawings		2	6	16					4	28	$ 2,204.48
4											0	$ -
5											0	$ -
6											0	$ -
7											0	$ -
	Subtotal	20	11	54	16	0	0	0	0	6	107	$ 11,392.30

OVERHEAD RATE	**168%**
FCCM	**1.32%**
PROFIT MARGIN	**12%**

SUBTOTAL	**(Does not include Construction Coordination)**	**$ 65,364.94**
SURVEYING		**$ 6,290.00**
QUALITY CONTROL (5%)		**$ 3,582.75**
TOTAL LUMP SUM FEE		**$ 75,237.69**
OPTIONAL SERVICES		
GEOTECHNICAL ENGINEERING		**$ 5,575.00**
CONSTRUCTION COORDINATION		**$ 11,392.30**
TOTAL FEE		**$ 92,204.99**

BASKERVILLE DONOVAN INC.
SURVEYING AND MAPPING
TASK AND FEE PROPOSAL

Date: January 13, 2015
Job No. 00212.00
Desc.: **SRIA Via De Luna @ Portofino**

Req. By: KPG
Prep. By: RSM
Client: **SRIA**

Item	Survey Crew	CAD Technician	Admin. Assist.	Professional Surveyor	Description / Notes	Item Totals
Description of Survey Services:						
Right of Way to Right of Way, plus 25 feet, 900 feet each side of entrance:						
Field Survey	16.00			4.00		$2,400.00
Utilities locates horz only	12.00	2.00		2.00		$1,790.00
Mapping		28.00		2.00		$2,100.00
DIRECT EXPENSES:						
Total Hours and Direct Expenses	28.00	30.00	0.00	8.00	**Sub-Total=**	$6,290.00
Hourly Rates	$115.00	$65.00	$40.00	$140.00		
Total Labor and Overhead	$3,220.00	$1,950.00	$0.00	$1,120.00		
Contingency						
Grand Total	$3,220.00	$1,950.00	$0.00	$1,120.00	**Grand Total =**	**$6,290.00**

TIERRA

January 14, 2015
Proposal No. 45-14-023

Mr. Keith Guthrie, PE
Baskerville-Donovan, Inc.
449 West Main Street
Pensacola, Florida 32502

Subject: Portofino Crosswalk & Roadway Widening
Pensacola Beach, Florida

Mr. Guthrie:

Tierra, Inc. (Tierra) is pleased to submit this proposal to perform the Geotechnical exploration for the proposed roadway widening. Included in this proposal are our understanding of the project, the proposed Scope of Services, the schedule and cost for our services, and the General Conditions proposed.

Project Description

Based on the information provided, we understand that approximately 1500 linear feet of roadway widening is proposed adjacent to the Portofino complex. Finished grades in the widening area are expected to require less than 2 feet of grade change to match existing roadway grades.

An evaluation of the existing roadway pavement is desired to determine the existing pavement section and any deficiencies observed.

Scope of Work

Based on our understanding of the above project information, we recommend drilling six 5 foot deep auger borings in the proposed roadway widening areas (generally on 300 foot centers) to evaluate the subsurface conditions present. Bulk samples of the subgrade soils will be obtained for Limerock Bearing Ratio (LBR) testing.

Three asphalt cores and shallow auger borings are proposed in the existing roadway to determine the asphalt and base thickness/type, and the shallow subgrade conditions.

We have assumed that the boring locations are or will be readily accessible with our truck mounted drill rig. If this is not the case after the borings have been field located, we will notify you to discuss alternatives to access the boring locations.

TIERRA
GEOTECHNICAL • MATERIALS • ENVIRONMENTAL • ENGINEERING
1300 West Main Street • Pensacola, FL 32502
Phone (850) 462-8774 • Fax (850) 607-6953
Florida Certificate No. 6486

Laboratory soil testing will be required to aid in soil classification and to evaluate and document general material properties (e.g. moisture sensitivity, compactability, etc.). Our cost estimate includes an allowance for several natural water content and grainsize tests, and two LBR tests. More extensive laboratory soil testing, if necessary based on the subsurface conditions encountered, will not be performed without prior authorization.

Following the completion of the field and lab testing, we will render a soils report which will include:

- Our understanding of the project information pertinent to the Geotechnical exploration.
- A summary of the activities performed during the study.
- Site or other Geotechnical conditions observed at the time of the study, and the impact(s) they could have on the proposed development.
- The soil, groundwater, and existing pavement conditions encountered.
- A summary of the laboratory soil test results.
- Pavement design recommendations including subgrade improvement and compaction requirements, base material recommendations (if applicable) based on the soil and groundwater conditions encountered, and base compaction recommendations (if applicable).

Schedule and Cost Estimate

Based on our current workload, we estimate being able to mobilize to the site within 5 working days of receiving the written notice to proceed. The field work is estimated to require 2 working days, the lab testing 8 days. As the information becomes available, we can provide preliminary design information, if desired. The written report should be available within 20 working days of receiving the written notice to proceed.

The cost for the above Scope of Services will be $5,575. Note that this cost includes MOT and an off-duty law enforcement officer.

Disclaimer

PURSUANT TO FLORIDA STATUTES SECTION 558.0035(2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Note that the bold and oversized font used above is mandated by Florida Statutes.

Authorization

To authorize Tierra to provide these services, please sign where indicated, and return a copy of the executed proposal to us. 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.

Tierra appreciates the opportunity to provide you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please feel free to call.

Sincerely,
TIERRA, INC.

Mitchell L. Smith, PE
Principal Geotechnical Engineer

Attachment: General Conditions

AUTHORIZED BY:	**INVOICE TO:**
Signature	Firm
Name	Address
Title	
Date	Attention
Phone Number	Phone Number
Email Address	Email Address

TIERRA'S GENERAL CONDITIONS

1. SCOPE OF WORK: Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra as set forth in Tierra's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Tierra. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Tierra's work. Tierra shall have no duty or obligation to any third party greater than that set forth in Tierra's proposal, Client's acceptance of Tierra's proposal and these General Conditions. The ordering of work from Tierra, or the reliance on any of Tierra's work, shall represent acceptance of the terms of Tierra's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. RIGHT-OF-ENTRY - The client will provide right-of-entry for Tierra and all necessary equipment in order to complete the work. While Tierra will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.

3. DAMAGE TO EXISTING MAN-MADE OBJECTS - The Client, will provide the location of all underground utilities or obstructions to Tierra who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold Tierra harmless for any damages to subterranean structures which are not called to Tierra' attention and correctly shown on the plans furnished and will reimburse Tierra for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.

4. IN-PLACE MATERIALS TESTING - Tierra will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.

5. SAMPLE RETENTION - Tierra will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.

6. DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES) - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.

6.1 The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that Tierra will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.

7. STANDARD OF CARE - Service performed by Tierra under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

7.1 Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by Tierra and that the data, interpretations and recommendations of Tierra are based solely on the information available to it. Tierra shall not be responsible for the interpretation by others of information developed.

8. ORAL AGREEMENTS - No oral agreement, guarantee, promise, representation or warranty shall be binding.

9. OWNERSHIP OF DOCUMENTS - All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by Tierra, as instruments of service, shall remain the property of Tierra until final payment is received and a letter of copyright transfer been executed.

10. BASIS OF PAYMENT - Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.

10.1 If the Client fails to make any payment due to Tierra for service and/or expenses within 60 days of date of invoice, Tierra may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to Tierra in full. Further, Tierra may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, Tierra shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.

10.2 In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse Tierra for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.

10.3 This contract shall be governed by the laws of the State of Florida.

11.0 CONSTRUCTION REVIEW - Tierra cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with Tierra's conclusions and recommendations.

12.0 INDEMNIFICATION - Tierra agrees to hold harmless and indemnify Client from and against liability arising out of Tierra's negligent performance of the work. Client agrees to indemnify and hold Tierra harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which Tierra was not solely negligent.

13.0 LIMITATION OF LIABILITY - The Client/Owner agrees to limit Tierra' liability for negligent professional acts, errors or omissions, such that the total aggregate liability of Tierra shall not exceed $50,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from Tierra' negligent professional acts, errors or omissions.

13.1 If Client prefers to have higher limits on professional liability, Tierra agrees to increase the limits up to a maximum of $1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

14.0 INSURANCE - Tierra represents and warrants that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. Tierra has such coverage under public liability and property damage insurance policies that Tierra deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.

14.1 Within the limits and conditions of such insurance, Tierra agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by Tierra, its agents, staff and consultants employed by it. Tierra shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. Tierra shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.

14.2 Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, Tierra will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

15.0 TERMINATION - This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Tierra shall be paid for services performed to the termination notice date plus reasonable termination expenses.

15.1 In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, Tierra may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for Tierra in completing such analyses, records and reports.

16.0 CLIENT'S OBLIGATION TO NOTIFY TIERRA - Client represents and warrants that it has advised Tierra of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which Tierra is to do work hereunder, and unless Tierra has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save Tierra harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Tierra's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Tierra by Client.

17.0 HAZARDOUS MATERIALS - This agreement shall not be interpreted as requiring Tierra to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Pensacola Beach Master Plan
Contract PD 10-11.005
Change Order Recap

Original PO	$ 149,746.26	Original Purchase Order Amount. "Engineering and Surveying Services for the Pensacola Beach Master Plan"
Change Order 1	$ 48,340.67	Change Order #1 was for additional meetings, coordination, and presentation as requested by Escambia County. This request included one-on-one meetings with the Santa Rosa Island Authority (SRIA) Board members, SRIA Steering Committee members, and Escambia County to discuss the findings and details of the engineering evaluations.
Change Order 2	$ 85,996.67	Change Order #2 was broken down into two parts. The first part of the Change Order is for final programming and design development services under responsibilities outlined in Task 2 of the Pensacola Beach Master Plan Scope of Services. This task will develop two mobility alternatives for the Pensacola Beach Core Area. This effort shall transition the Pensacola Master Plan from the planning phase to the design/implementation phase. The second part of the Change Order is for a public presentation of the final outline alternatives developed for the Pensacola Beach Core Area under Task 2 of the Pensacola Beach Master Plan Scope of Services. The public presentation will outline the engineering issues and order of magnitude for the two final outline alternatives.
Change Order 3	$ 41,791.60	Change Order #3 was for additional public involvement, which included everything necessary to prepare for and conduct two public meetings.
Change Order 4	$ 645,854.48	Change Order #4 incorporated the Toll System Upgrade Support Services in the Contract for the Pensacola Beach Master Plan.
Change Order 5	$ 251,611.03	Change Order #5 was for design of Pensacola Beach Boulevard Service Road and development of a Program Report. The service road work area is defined from the existing fishing bridge on the east side of Bob Sikes Bridge to the existing public restroom at Quietwater Beach. The service road design shall improve traffic access from the fishing bridge to the public parking areas that support Quietwater Beach. The Program Report will define the anticipated engineering costs, construction costs, time to complete, and priority for the Pensacola Beach Master Plan projects.
Change Order 6	$ 123,984.92	This Change Order is to provide engineering and surveying services to Escambia County for design of two projects stemmed from the Pensacola Beach Master Plan. The first project titled the “East Entry Gateway” includes safety upgrades to the roadway and pedestrian crossing 800’ east and west of Portofino. The negotiated fee for this project scope is $92,204.99. The second project titled “ADA improvements to Pedestrian Crosswalks” includes ADA improvements to the 5 existing crosswalks on Pensacola Beach. One crosswalk (commonly called the Shaggy’s crosswalk) is located on Pensacola Beach Boulevard, and the other four crosswalks are located on Via De Luna Drive just east of the signalized intersection. The negotiated fee for this project scope is $31,779.93.
Total Change Orders	$ 1,197,579.37	
New Purchase Order Total	$ 1,347,325.63	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8075 **County Administrator's Report** **13. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Solid Waste Annual Dump Dash 5K and Fun Run
From: Pat Johnson, Department Director
Organization: Solid Waste
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Supporting the Solid Waste Annual Dump Dash 5K and Fun Run Fundraiser Event - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Solid Waste Annual Dump Dash 5K and Fun Run Fundraiser Event:

A. Adopt the Resolution supporting (authorizing) the Solid Waste Annual Dump Dash 5K and Fun Run Fundraiser Event (to be held at the Perdido Landfill on April 25, 2015) as a source for significant funding for educational outreach and for the benefit of County services and facilities; and

B. Authorize the Chairman to sign the Resolution.

[Funding Source: Fund 101, Escambia County Restricted Fund, Cost Center 230317, Solid Waste Fund Raiser]

BACKGROUND:

The Solid Waste Management Department held its first Dump Dash 5K and Fun Run, (formerly known as Dump Dash 5K and Trash-A-Thon), on October 29, 2011. This event provided significant funding for educational outreach including but not limited to the Recycling Camp, field trips for local schools within the Escambia County School District, and other educational outreach activities within the County.

BUDGETARY IMPACT:

Funding for this event will be available in Fund 101, Escambia County Restricted Fund, Cost Center 230317, Solid Waste Fund Raiser.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Funds will be deposited in the Escambia County Restricted Fund (101).

IMPLEMENTATION/COORDINATION:

The Solid Waste Management Department will coordinate with necessary departments and/or affiliates for this event.

Attachments

Dump Dash Reso_2015

RESOLUTION NUMBER R2015-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING THE ANNUAL DUMP DASH 5K AND FUN RUN FUNDRAISER EVENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, fundraisers serve to optimize non-tax revenue sources for the benefit of County services and facilities; and

WHEREAS, the Escambia County Solid Waste Management Department (ECSWMD) hosts the Annual Dump Dash 5K & Fun Run at the Escambia County Perdido Landfill; and

WHEREAS, this fundraising event provides significant funding for educational outreach including but not limited to the Recycling Camp, field trips for local schools within the Escambia County School District, and other educational outreach activities within Escambia County; and

WHEREAS, communities across the country will celebrate "Earth Day" on April 22, 2015; and

WHEREAS, the Annual Dump Dash 5K & Fun Run, which is scheduled on April 25, 2015, has been designated as an official "Earth Day 2015 Event"; and

WHEREAS, Five Dollars ($5.00) of each Dump Dash 5K entry fee will be donated to the United Way of Escambia County; and

WHEREAS, the Board of County Commissioners has determined it is in the best interest of the health, safety, and welfare of the residents of Escambia County that the County authorize the Annual Dump Dash 5K and Fun Run fundraiser event.

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

SECTION 1. Recitals. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. Authorization. That the Board of County Commissioners hereby authorizes the Annual Dump Dash 5K & Fun Run fundraiser event at the Escambia County Perdido Landfill with proceeds to benefit the ECSWMD.

SECTION 3. Severability. That if any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

SECTION 4. Effective Date. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/17/15

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8079 **County Administrator's Report 13. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/23/2015
Issue: Federal Local Government Emergency Relief Reimbursement Agreement - South Old Corry Field Road (County Road 297A), FPID #436259-2-G8-01
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreement - South Old Corry Field Road (County Road 295A), FPID #436259-2-G8-01 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Rescind its action of January 8, 2015, approving the State of Florida Department of Transportation (FDOT) Emergency Local Government Emergency Relief Reimbursement Agreement for Old Corry Field Road (County Road 295A), for temporary repairs for this project; rescind its action adopting a Resolution (R2015-3) supporting the State of Florida Department of Transportation Emergency Local Government Emergency Reimbursement Agreement, and rescind its action authorizing the Chairman to sign the Resolution, the Agreement, and any other documents associate with this Agreement.

B. Approve the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreement for South Old Corry Field Road (County Road 295A), FPID #436259-2-G8-01, subject to Legal sign-off, in the amount of $174,460, for repairs for this Project.

C. Adopt the Resolution, subject to Legal sign-off, supporting the State of Florida Department of Transportation Emergency Local Government Emergency Reimbursement Agreement for South Old Corry Field Road (County Road 295A), FPID #436259-2-G8-01; and

D. Authorize the Chairman to sign the Resolution, the Agreement, and any other documents associated with this Agreement.

[Funding Source: The FDOT agrees to reimburse Escambia County an amount not to exceed $174,460 for actual costs. Escambia County will submit invoices to FDOT on a monthly basis. Fund 112, Disaster Recovery Fund, April 2014 Floods]

BACKGROUND:

The Federal Highway Administration (FHWA) has established an Emergency Relief Program as a result of the Executive Order 14-144 dated April 30, 2014, for the Spring Storm April 2014 emergency event. Funding will be provided to the Florida Department of Transportation (FDOT) for relief from the damage inflicted by this event. This Emergency Relief Program Agreement provides for reimbursement to Escambia County for emergency relief.

Escambia County has incurred costs and expenses as a direct result of this event (see attached Detailed Damage Inspection Report (DDIR). It has been determined that emergency repairs are necessary and that the costs and expenses of said repairs are eligible for reimbursement up to 80%, dependent on the amount of allocation made by FHWA.

Adoption of the Resolution and approval of the Agreement will allow Escambia County to be reimbursed from FDOT's Emergency Relief Program in an amount not to exceed $174,460.00 for temporary repairs due to the Spring Storm April 2014 emergency event.

Permanent repairs require design, planning, and relocation of existing utilities, which will take approximately 18 months to execute. Escambia County will request funding for permanent repairs from FHWA through FDOT's Local Agency Partnership (LAP) process. Staff will present that to the Board, under separate cover, prior to permanent repair activities.

BUDGETARY IMPACT:

The Florida Department of Transportation (FDOT) agrees to reimburse Escambia County an amount not to exceed $174,460.00 for actual costs. Escambia County will submit invoices to FDOT on a monthly basis. Fund 112, Disaster Recovery Fund, April 2014 Floods.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Emergency Local Government Emergency Relief Reimbursement Agreement and Resolution has been forwarded to Kristin Hual, Assistant County Attorney, for review and sign-off with the inclusion of a notation that there is a provision in the Agreement stating that Escambia County consents to the venue of any Florida county chosen by the Department upon the Department filing a motion requesting same.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, the Chairman will need to sign the Resolutions and three original copies of the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreement. The Clerk's Office will then need to certify three copies of the Resolutions for each package for FDOT, and retain the original for the official records. Public Works Department staff will forward the three signed original copies of the Agreements and three certified copies of the Resolutions to FDOT for final signatures and for their files for each package

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Attachments

Agreement
Resolution
Board Action 010815

EMERGENCY LOCAL GOVERNMENT EMERGENCY RELIEF REIMBURSEMENT AGREEMENT

Contract No: _____
DUNS No: 80-939-7102 CFDA No: 20.205

This Emergency Local Government Emergency Relief Reimbursement Agreement (this "Reimbursement Agreement"), made and entered into this _____ date of _____, 2014 by and between the State of Florida Department of Transportation (FDOT), an agency of the State of Florida, herein after called the "Department" and Escambia County B.O.C.C. located at 221 Palafox Place, Pensacola, FL 32502 herein after called the "Local Government".

WHEREAS, the Federal Highway Administration (FHWA) has established an Emergency Relief Program codified at 23 USC §125; and

WHEREAS, the FHWA has, as a result of the Executive Order(s) 14-144, dated April 30, 2014 for Emergency Event(s) Spring Storm April 2014 authorized funding to be provided to the Department for relief from the damage inflicted by said event(s); and

WHEREAS, this Emergency Relief Program Agreement provides for reimbursement to the Local Government for emergency relief; and

WHEREAS, the Local Government has incurred certain costs and expenses as a direct result of the event(s) as contained on the attached Detailed Damage Inspection Reports (DDIR(s)); and

WHEREAS, it has been determined that emergency repairs are necessary and that the costs and expenses of said repairs are eligible for reimbursement up to 100%, dependent on the amount of allocation made by FHWA; and

WHEREAS, pursuant to Section 334.044(7), Florida Statutes, the Department may enter into an interlocal agreement with the Local Government for the work contemplated herein; and

WHEREAS, the Local Government by Resolution No. _____ adopted on _____, 20__, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW THEREFORE in consideration of the mutual consideration, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

The parties agree as follows:

1. The recitals set forth herein above are specifically incorporated herein by reference and made a part of this Reimbursement Agreement.

2. The Department enters into this agreement as the administrator of the FHWA Emergency Relief Program funds with the administration of funds being subject to the terms and conditions of 23 USC §125 and the Program Administration Manual published by the FHWA.

3. The scope of work and services authorized by FHWA are described in the DDIR(s), attached and incorporated herein as Exhibit A.

4. Subject to the terms and conditions of the Emergency Relief Program Manual at http://www.fhwa.dot.gov/reports/erm/erm.pdf, the Department agrees to reimburse the Local Government for eligible costs from the funds allocated to the Department for said purposes.

5. The Local Government shall be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its contractors and subcontractors. The Local Government shall timely submit invoices and documents necessary for the close out of the project.

The Local Government agrees to promptly reimburse the Department for any and all amounts for which the Department has made payment to the Local Government if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the Local Government, including missing or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals including the required DDIR, or any other reason declared by FHWA.

The Local Government agrees that the Department may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the Local Government is not received by the Department after 90 days of written notice from the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

The Local Government understands that if it fails to timely perform its obligations, or timely submit invoices and documents necessary for the close out of the project, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds or a loss of state appropriation, and the Department will have no obligation to provide funds from other sources. The Local Government agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the Local Government will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

6. Invoices for fees and other compensation will be certified by the Local Government as being due and eligible for reimbursement and shall be submitted in sufficient detail along with appropriate supporting documentation to allow a proper pre and post audit thereof.

7. The Department agrees to reimburse the Local Government an amount not to exceed a maximum limiting amount of $ (174,460.00) One hundred seventy four thousand four hundred sixty dollars *(amount spelled out)* for actual direct costs. This is a maximum limiting amount. Amount paid will not exceed FDOT's approved and FHWA's authorized amount for the work scope described in the DDIR(s). Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(Check all that apply).

☒ This amount may be adjusted by agreement of both parties documented in an amendment to this agreement.

☒ Will be paid upon processing of an approved invoice pursuant the invoice requirements of this agreement.

- ☒ Invoices will be submitted monthly
- ☐ Invoices will be submitted quarterly
- ☐ Invoices will be submitted _____
- ☐ One invoice will be submitted upon completion

8. Choose one of the following:

☒ Travel costs will not be reimbursed.

☐ Travel costs will be reimbursed if submitted pursuant to and in compliance with Section 112.061, Florida Statutes.

9. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable in addition to the invoice amount. Interest penalties of less than one dollar ($1.00) will not be enforced unless the Local Government requests payment. Invoices that have to be returned to a Local Government because of Local Government preparation errors will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

10. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

11. The Local Government agrees to complete the project on or before June 30, 2015. If the Local Government does not complete the project within this time period, this Reimbursement Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Local Government and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the agreement will not be reimbursed by the Department.

12. Recipients of federal funds awarded by the Department to the Local Government are subject to audits as defined in OMB Circular A-133, as revised. See attached Audit Requirements, attached and incorporated herein as Exhibit B.

13. In the event this Agreement is in excess of $25,000.00 or has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such

contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than one year."

14. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

15. Agreements that are entered into by the Local Government with third parties to perform Emergency Relief Program work for which the Local Government intends to seek reimbursement involving FHWA Emergency Relief Program funds shall:

a. Be negotiated, solicited, or openly bid by the Local Government. Note: Pre-event agreements must be openly bid.

b. Include provisions mandating compliance with Davis-Bacon wage rates and include the wage rate tables in the agreement, said tables being available at: http://www.dot.state.fl.us/construction/wage.shtm; however, Davis-Bacon labor standards do not apply to debris removal work unless done in conjunction with a construction project.

c. Include the "Required Contract Provisions for Federal-Aid Construction Contracts" (FHWA- 1273) a copy of which is attached and incorporated herein as Exhibit E; however, Form 1273 is not required for scope of work specific to debris removal monitoring.

d. Mandate compliance with Federal "Buy America Requirements", a copy of which is attached and incorporated herein as Exhibit D.

e. Mandate coordination by the Local Government and the third party contractor with the Department to assure compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969.

f. Mandate compliance with 49 CFR Part 26, Disadvantaged Business Enterprise Program, including the requirement for the Contractor and/or the Local Government to report monthly on the Equal Opportunity Reporting System on the Department's website found at http://www.dot.state.fl.us/equalopportunityoffice/.

g. Mandate compliance with all requirements as imposed by the Americans with Disabilities Act of 1990 (ADA), the regulations of the Federal government issued thereunder, and assurance by the Local Government pursuant thereto.

h. Mandate compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief construction projects.

i. Contracts for debris monitoring services must be procured in accordance with Section 287.055, Florida Statutes, or Section 287.057, Florida Statutes, as a contractual service and the procurement method must be consistent with 49 CFR Part 18. Debris monitoring contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, Debris Monitoring Scope of Services.

j. Professional consultant contracts must be procured in accordance with Section 287.055, Florida Statutes, and 23 CFR Part 172. Contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, CEI Scope of Services.

16. Exhibit C, attached and incorporated herein, indicates Federal resources and state financial assistance awarded through the Department by this agreement.

17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after the Department has closed out an Emergency Event with the Florida Division of Emergency Management. Records of costs incurred include the Local Government's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. All invoices are to be mailed to:

Florida Department of Transportation
Attn: Dustin Castells
1074 Highway 90 East
Chipley, Florida 32428

19. Contact Names and Addresses:

Local Government: Escambia County B.O.C.C.
Address: Public Works Department
3363 West Park Place
Pensacola, Florida 32505
Contact Name: Colby Brown
Contact Telephone: 850-595-3433 or 850-554-3034

Florida Department of Transportation
Address:
1074 Highway 90 East
Chipley
, Florida 32428
Contact Name: Dustin Castells
Contact Telephone: 850-330-1227

20. This Reimbursement Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Reimbursement Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The terms and conditions herein, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions.

21. It is understood and agreed by the parties hereto that if any part, term, or provision of this Reimbursement Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Reimbursement Agreement did not contain the particular part, term, or provision held to be invalid.

22. Any questions or matters arising under this Reimbursement Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida.

23. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

24. In any legal action related to this Reimbursement Agreement, instituted by either party, the Local Government hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Local Government, the Local Government hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

25. The parties hereby agree to bear their own attorney's fees and costs with respect to this Reimbursement Agreement.

26. The parties hereby agree and covenant that this Reimbursement Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

27. A modification or waiver of any of the provisions of this Reimbursement Agreement shall be effective only if made in writing and executed with the same formality as this Reimbursement Agreement.

28. Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, parties have executed this Agreement on the date first above written.

LOCAL GOVERNMENT
Escambia County B.O.C.C.

By: Steven Barry

Name: Steven Barry

Title: Chairman

Attest: Pam Childers
Clerk of the Circuit Court

(SEAL)

Deputy Clerk

Approved as to Form, Legality
And Execution:

Local Government Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:

Name: Jason D. Peters, P.E.

Title: Director of Transportation Development

Attest:

Executive Secretary

Department Legal Review:

Authorization Received From the Department's
Comptroller as to Availability of Funds:

Date

EXHIBIT A

U.S. Department of Transportation
Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number: SF-48

Sheet: 1 of 3

Location *(Name of Road and Milepost)*: South Old Corry Field Road (295A) Approx. 0.70 Miles North of intersection with Barrancas Ave.

FHWA Disaster Number: FL-14-01

Inspection Date: 05-06-14

Description of Damage: Washout of roadway CR 295A (S. Old Corry Field Road). Utilities and Stormwater drainage undermined and exposed.

(N 30.399 deg/ W 87.007 deg)

Federal-aid Route Number:

State: FL County: Escambia

Cost Estimate

	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost Completed	Cost Remaining
Emergency Repair	Performance Bond	LS	$2,838.79	1	$2,838.79	
	Mobilization	LS	$13,825.7	1	$13,825.76	
	Earthwork Fill	CY	$6.75	2,120	$14,310.00	
	Remove and Replace Unsuitable Materials	CY	$8.75	1,000	$8,750.00	
	Dewatering, Sheet Piles, 8' Depth	LF	$250.00	50	$12,500.00	
	Dewatering Pump	Day	$150.00	10	$1,500.00	
	2" Type SP 12.5 Asphalt	SY	$6.95	850	$5,907.50	
	1 1/4" Type SP 12.5 Asphalt	SY	$6.90	100	$690.00	
	Remove Existing Asphalt	SY	$2.00	100	$200.00	
	Saw cut Existing Asphalt	LF	$1.72	48	$82.56	
	12" Stabilized Subgrade	SY	$1.90	850	$1,615.00	
	8" Graded Aggregate Base	SY	$12.25	850	$10,412.50	
	Method: ☐ Local Forces ☐ State Forces ☑ Contract			Subtotal	$72,632.11	
				PE/CE		
				Emergency Repair Total		$72,632.11
Permanent Restoration						
	Method: ☐ Local Forces ☐ State Forces ☑ Contract			Subtotal		
				PE/CE		
				Right-of-Way		
				Perm. Repair Totals		

Environmental Assessment Recommendation: ☑ Categorical Exclusion ☐ EA/EIS

Estimated Total: $72,632.11

Recommendation: ☒ Eligible ☐ Ineligible — FHWA Engineer: Derek A Fusco — Date: 2/11/15

Concurrence: ☐ Yes ☐ No — State Engineer: — Date:

Concurrence: ☐ Yes ☐ No — Local Agency Representative: — Date: 3/31/15

Form FHWA-1547 (Rev. 4-98)

U.S. Department of Transportation
Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number: SF-48

Sheet: 2 of 3

Location (Name of Road and Milepost)
South Old Corry Field Road (295A) Approx. 0.70 Miles North of intersection with Barrancas Ave.

FHWA Disaster Number: FL-14-01

Inspection Date: 05-06-14

Description of Damage
Washout of roadway CR 295A (S. Old Corry Field Road). Utilities and Stormwater drainage undermined and exposed.

(N 30.399 deg/ W 87.007 deg)

Federal-aid Route Number:

State: FL

County: Escambia

Cost Estimate

Emergency Repair

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost Completed	Cost Remaining
Maintenance of Traffic	LS	$19,763.6	1	$19,763.63	
Alumimum Pedestrian Picket Railing	LF	$80.00	60	$4,800.00	
Post for Guardrail	EA	$200.00	60	$12,000.00	
W-Beam Guardrail	LF	$48.00	240	$11,520.00	
End Anchorage Assembly	EA	$2,800.00	4	$11,200.00	
Remove Existing Concrete, 4" thick	SY	$4.00	100	$400.00	
Remove Inlet Top	EA	$300.00	1	$300.00	
Adjust Existing Manhole Top	EA	$535.00	1	$535.00	
Stormwater Pollution Prevention Plan	LS	$12,775.7	1	$12,775.76	
Signing and Pavement Marking	LS	$6,387.88	1	$6,387.88	
3" Topsoil	SY	$0.75	1,050	$787.50	
Earthwork Establishing Grade	SY	$0.50	850	$425.00	
			Subtotal	$80,894.77	
			PE/CE		
			Emergency Repair Total		$80,894.77

Method: ☐ Local Forces ☐ State Forces ☑ Contract

Permanent Restoration

				Subtotal	
				PE/CE	
				Right-of-Way	
				Perm. Repair Totals	

Method: ☐ Local Forces ☐ State Forces ☑ Contract

Environmental Assessment Recommendation: ☑ Categorical Exclusion ☐ EA/EIS

Estimated Total: $80,894.77

Recommendation: ☒ Eligible ☐ Ineligible — FHWA Engineer: Frank A Trascher — Date: 2/11/15

Concurrence: ☐ Yes ☐ No — State Engineer: — Date:

Concurrence: ☐ Yes ☐ No — Local Agency Representative: [signature] — Date: 3/31/15

Form FHWA-1647 (Rev. 4-98)

U.S. Department of Transportation
Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number: SF-48

Sheet: 3 of 3

Location (Name of Road and Milepost)
South Old Corry Field Road (295A) Approx. 0.70 Miles North of intersection with Barrancas Ave.

FHWA Disaster Number: FL-14-01

Inspection Date: 05-06-14

Description of Damage
Washout of roadway CR 295A (S. Old Corry Field Road). Utilities and Stormwater drainage undermined and exposed.

(N 30.399 deg/ W 87.007 deg)

Federal-aid Route Number:

State: FL

County: Escambia

Cost Estimate

Emergency Repair

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost Completed	Cost Remaining
Re-establish Grade on Ditch	SY	$0.85	1,050	$892.50	
Final grading rolling prior to paving	SY	$1.00	850	$850.00	
Mill Existing Asphalt, 1.5" - 3"	SY	$2.60	267	$694.20	
4" Graded aggregate Base	SY	$7.25	140	$1,015.00	
Concrete Lane Dividers (Barrier Walls)	EA/D	$25.00	168	$4,200.00	
Misc. Concrete	CY	$320.00	2	$640.00	
24" RCP Pipe	LF	$40.50	200	$8,100.00	
Centipede Sod, Staked	SY	$1.80	1,050	$1,890.00	
18" Depth Riprap w/ 4" Bedding Stone	SY	$65.00	80	$5,200.00	
Remove Existing Chain Link Fence	LF	$2.20	200	$440.00	
Subtotal from Page 1				$72,632.11	
Subtotal from Page 2				$80,894.77	
			Subtotal	$177,448.58	
			PE/CE	$35,489.72	
			Emergency Repair Total		$212,938.30

Method: ☐ Local Forces ☐ State Forces ☑ Contract

Permanent Restoration

				Subtotal	
				PE/CE	
				Right-of-Way	
				Perm. Repair Totals	

Method: ☐ Local Forces ☐ State Forces ☑ Contract

Environmental Assessment Recommendation: ☑ Categorical Exclusion ☐ EA/EIS

Estimated Total: $212,938.30

Recommendation: ☒ Eligible ☐ Ineligible — FHWA Engineer — Date: 2/11/15

Concurrence: ☐ Yes ☐ No — State Engineer — Date:

Concurrence: ☐ Yes ☐ No — Local Agency Representative — Date: 3/31/15

Form FHWA-1547 (Rev. 4-98)

EXHIBIT B
Audit Requirements

F E D E R A L L Y F U N D E D C O N T R A C T S

The administration of resources awarded by the Department to Escambia County B.O.C.C. may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to Escambia County B.O.C.C. regarding such audit. Escambia County B.O.C.C further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. 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 C to this agreement indicates Federal resources awarded through the Department 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 Department. 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 OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. 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. However, if the recipient elects 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 resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT C to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from

the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

      Florida Department of Transportation
      Office of Comptroller, MS 24
      605 Suwannee Street
      Tallahassee, FL 32399-0405
      Email: FDOTSingleAudit@dot.state.fl.us

   B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

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

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   Florida Department of Transportation
   Office of Comptroller, MS 24
   605 Suwannee Street
   Tallahassee, FL 32399-0405
   Email: FDOTSingleAudit@dot.state.fl.us

   B. The Auditor General's Office at the following address:

   Auditor General's Office
   Room 401, Pepper Building
   111 West Madison Street
   Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

   Florida Department of Transportation
   Office of Comptroller, MS 24
   605 Suwannee Street
   Tallahassee, FL 32399-0405
   Email: FDOTSingleAudit@dot.state.fl.us

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely 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.

6. Recipients, when submitting financial reporting packages to the Department 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, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for

a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT C

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc…)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
FHWA	20.205 Highway Planning and Construction	$174,460.00

Compliance Requirements

1. The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

2.

3.

STATE RESOURCES

State Agency	Catalog of State Domestic Assistance (Number & Title)	Amount

Compliance Requirements

1.

2.

3.

Matching Resources for Federal Programs

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount

Compliance Requirements

1.

2.

3.

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.

EXHIBIT D
Federal Highway Administration Provision – Buy America

Source of Supply - Steel (Federal-Aid Contracts Only): For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

EXHIBIT E
Required Contract Provisions Federal-Aid Construction Contracts

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Payment of Predetermined Minimum Wage
V. Statements and Payrolls
VI. Record of Materials, Supplies, and Labor
VII. Subletting or Assigning the Contract
VIII. Safety: Accident Prevention
IX. False Statements Concerning Highway Projects
X. Implementation of Clean Air Act and Federal Water Pollution Control Act
XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
XII. Certification Regarding Use of Contract Funds for Lobbying

Attachments

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

   Section I, paragraph 2;
   Section IV, paragraphs 1, 2, 3, 4, and 7;
   Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
   a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
   b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630

are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
   b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
   c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
   a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
   b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

1. The number of minority and non-minority group members and women employed in each work classification on the project;
2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors

at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
   1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
   2. the additional classification is utilized in the area by the construction industry;
   3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
   4. with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any

costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not

mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

   1. That the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
   2. That such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

3. That each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:
   a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
   b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
   c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in Paragraph 1b relative materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
   a. Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be

construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by

Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; 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;
   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
   d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

3. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below:

a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

c. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
h. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, 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 prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
    b. 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 Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. 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 31 U.S.C. 1352. 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.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
    a. To the extent that qualified persons regularly residing in the area are not available.
    b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
    c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Last modified on March 11, 2005

RESOLUTION R2015-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING EMERGENCY RELIEF REIMBURSEMENT FOR SOUTH OLD CORRY FIELD ROAD (CR295A), FPID #436259-2-G8-01; AUTHORIZING THE CHAIRMAN TO SIGN THE EMERGENCY LOCAL GOVERNMENT EMERGENCY RELIEF REIMBURSEMENT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Highway Administration (FHWA) has established an Emergency Relief Program; and

WHEREAS, the FHWA authorized funding to be provided to the Florida Department of Transportation (FDOT) for relief from the damage inflicted by the Spring Storm April 2014; and

WHEREAS, this Emergency Local Government Emergency Relief Reimbursement Agreement provides reimbursement to Escambia County for emergency relief for South Old Corry Field Road (CR295A), FPID #436259-2-G8-01; and

WHEREAS, Escambia County has incurred certain costs and expenses as a direct result of the event; and

WHEREAS, it has been determined that the emergency repairs are necessary and that the costs and expenses of said repairs are eligible or reimbursement up to 80% dependent on the amount of allocation made by FHWA.

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

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

SECTION 2. That the Board of County Commissioners hereby supports the proposed emergency relief reimbursement for South Old Corry Field Road (CR295A), FPID #436259-2-G8-01.

SECTION 3. That the Board of County Commissioners hereby authorizes the Chairman to sign the Emergency Local Government Emergency Relief Reimbursement Agreement with the State of Florida Department of Transportation.

SECTION 4. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED 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)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

11. Approving 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 indicating conceptual approval of Grant Application (Funding: Fund 108, Tourist Promotion, Cost Center 220805; and/or Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects).

12. Taking the following action concerning the State of Florida, Department of Transportation, Emergency Local Government Emergency Relief Reimbursement Agreement for Old Corry Field Road (County Road 295A), FPID #436259-2-G8-01 (Funding Source: the Florida Department of Transportation [FDOT] agrees to reimburse Escambia County an amount not to exceed $192,535 for actual costs; Escambia County will submit invoices to FDOT on a monthly basis [Fund 112, Disaster Recovery Fund, April 2014 Floods]):

    A. Rescinding the Board's action of November 17, 2014, approving the FDOT Local Agency Program Agreement (LAP) between FDOT and Escambia County for permanent construction of County Road (CR) 295A (Old Corry Field Road Bridge), due to the April 2014 Storm Event in Escambia County, Florida; adopting a Resolution (R2014-143) authorizing support and execution of the LAP Agreement; and authorizing the Chairman to sign the LAP Agreement, the Resolution, Supplemental Amendments; and any other documents related to this LAP project;

    B. Approving the *State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreement* for Old Corry Field Road (County Road 295A), FPID #436259-2-G8-01, subject to Legal sign-off, in the amount of $192,535, for temporary repairs for this project;

    C. Adopting the Resolution *(R2015-3)*, subject to Legal sign-off, supporting the *State of Florida Department of Transportation Emergency Local Government Emergency Reimbursement Agreement* for Old Corry Field Road (County Road 295A), FPID #436259-2-G8-01; and

    D. Authorizing the Chairman to sign the Resolution, the Agreement, and any other documents associated with this Agreement, subject to Legal sign-off.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8055 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 04/23/2015
Issue: Appointment of a Tourism Representative to the RESTORE Act Advisory Committee
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Appointment of a Tourism Representative to the RESTORE Act Advisory Committee - Keith T. Wilkins, Community & Environment Department Director

That the Board appoint one of the following two nominees to the RESTORE Act Advisory Committee to serve as an individual representing the tourism industry; this appointee will serve on the Committee until all recommendations and assignments relating to the RESTORE Act are completed, as designated by the Board of County Commissioners:

A. Susan Carleton; or

B. Drew Buchanan.

BACKGROUND:

At its regular meeting on March 19, 2015, the Board appointed Mr. John R. Soule, as Alternate #1, to replace Harlan Butler, an At-Large member, due to his resignation. At the same meeting the Board discussed and approved to increase the membership of the RESTORE Act Advisory Committee to an 11-member board by adding the second Alternate, Mr. Courtney Peterson, and a new position that is designated to represent the tourism industry. The original application deadline was extended to April 10, 2015, at 12:00 Noon.

BUDGETARY IMPACT:

No budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal considerations/sign-off associated with this recommendation

PERSONNEL:

No personnel impact associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section 1, Part B.1., requires all appointments/reappointments be approved by the Board.

IMPLEMENTATION/COORDINATION:

The Community & Environment Department staff with coordinate with the person selected to serve on the RESTORE Act Advisory Committee.

Attachments

BCC Resume Page-20150319
PIO-RESTORE-AppDeadlineExtended
SusanCarleton Bio
RonEllingtonEmail
JulianMacQueenLtr
DrewBuchanan Bio

COUNTY ADMINISTRATOR'S REPORT – Jack R. Brown, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

2015000276

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the February 19, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Approved 5-0

2015000277

2. Recommendation: That the Board take the following action concerning an appointment to the RESTORE Act Advisory Committee:

A. Appoint John F. Soule, the Board's current Alternate #1 member, to the RESTORE Act Advisory Committee, replacing Harlan Butler, an At-Large member, due to his resignation; and

B. Request the County Administrator's Office send a letter of appointment to John F. Soule and a letter of appreciation to Harlan Butler.

Approved 5-0 the recommendation as it stands, Items A and B

Approved 5-0 to add the second Alternative, which is Courtney Peterson, and add another position that is designated for tourism *(representation)*, which would bring the RESTORE Act Committee to an 11-member board, and have an open invitation to be decided upon on April 9, 2015

Speaker(s):

Andrew Blewer

Published on *Escambia County, Florida* (http://www.myescambia.com)

Application Deadline Extended for Tourism Representative to RESTORE Committee Open Until April 10

Thursday, April 2, 2015 - 9:52am

The application deadline for a representative from the Tourism industry to serve on the Escambia County RESTORE (Resources and Ecosystems Sustainability Tourist Opportunities and Revived Economies of the Gulf Coast States) Act Advisory Committee has been extended until April 10 at 12:00 p.m. The purpose of the Committee is to develop a plan, take public input and set the final goals for the community's use of RESTORE funds. The Committee reviews projects and submits recommendations to the Board of County Commissioners for consideration. The Committee consists of eleven members who are residents of Escambia County, with other committee members individually representing the financial industry, economic development, transportation, government, the City of Pensacola, local environmental advocacy organizations and four at-large positions.

The RESTORE Act Advisory Committee meets a minimum of once a month, but additional meetings may be held.

The tourism committee representative will be selected by the Board of County Commissioners and should have significant recent experience working in hospitality, hotel or other related tourist-based business. The Commission will evaluate and select the tourism representative during the April 23, 2015 Board of County Commissioner Meeting.

Residents interested in serving as the tourism industry representative should forward their resume to Keith Wilkins, Community & Environment Director at kwilkins@myescambia.com [1] or 221 Palafox Place, Pensacola, Florida, 32502. Resumes must be received by 12:00 p.m. on Friday, April 10 to be considered.

For further information, please contact Keith Wilkins at (850) 595-4988.

Tags: RESTORE Tourism Representative [2]

Source URL (retrieved on *04/14/2015 - 9:37am*): http://www.myescambia.com/home/news/application-deadline-extended-tourism-representative-restore-committee-open-until-april-10

Links:
[1] mailto:kwilkins@myescambia.com
[2] http://www.myescambia.com/tags/restore-tourism-representative

SUSAN CARLETON

EXPERIENCE

1996-Current **Pointe South, Inc.** **Florida and Alabama**

Offices in Pensacola Beach, Perdido Key, Downtown Pensaccola, Fairhope, and Orange Beach, Alabama

Broker | Owner

In 2002, Sales Manager, Susan Carleton, purchased Pointe South Real Estate Sales and Rentals.

With Susan at the helm, Pointe South grew steadily as a leader in Perdido Key real estate, rentals and management. Then, at the end of 2010, Susan and Pointe South, collaborated again and merged with Southern Management Group to create a locally owned and operated powerhouse among the vacation rental and real estate communities.

Pointe South helped Southern extend its reach to cover over 200 miles of coastline expanding real estate and rental opportunities in Fairhope, Alabama on the west, and Perdido Key to Port St Joe, Florida on the east.

As part of the Southern family, our vision is to be the most caring real estate and rentals company along the Gulf Coast.

- Management of over 1,000 properties along the Florida/Alabama Gulf Coast
- 29 Realtors with production of over $48 million in sales for 2014

1987-1995 **Southern Environmental, Inc** **Pensacola, FL**

Sales Manager

- Sales Manager for air pollution control systems
- Provided to power plants and paper mills
- Territories included Washington, Idaho, Oregon, and 4 western provinces of Canada

EDUCATION

- University of West Florida – Graudate 1989, BS in Marketing
- University of New Orleans
- Pensacola Junior College

LEADERSHIP

2015-2018	Pensacola Association of Realtors Board
2013-Current	Escambia County DMO
2010-2012	Perdido Key Chamber Board Member
2002-2004	Perdido Key Chamber Board Member

850.361.4154 • SUSAN@POINTESOUTH.COM

13587 PERDIDO KEY DR • PENSACOLA, FL 32507

RE: Recommending Susan Carleton for the RESTORE Tourism Industry Position

KEITH T. WILKINS

Sent: Monday, April 06, 2015 2:13 PM

To: Ron Ellington;

Cc: Amy L. Lovoy; Jack R. Brown; Alison A. Perdue;

Thank you Ron for the submission.

Keith Wilkins, Director
Community & Environment Department

Please consider the environment before printing this e-mail. Think Green.

From: Ron Ellington [mailto:Ron@tnnisfree.com]
Sent: Thursday, April 02, 2015 9:40 AM
To: KEITH T. WILKINS
Cc: Amy L. Lovoy; Jack R. Brown; Alison A. Perdue
Subject: Recommending Susan Carleton for the RESTORE Tourism Industry Position

Good Morning Keith: Hope you are well. The Escambia County DMO pursuant to the County's advertisement for a RESTORE Committee Tourism Industry representative, is pized to recommend Ms. Susan Carleton to fill that position. We feel Ms. Carleton is uniquely qualified to serve on this committee and brings a wide range of talents and tourism industry insights.

She is a lifetime Escambia County resident and owner of Pointe South Realty, one of the largest condo rental companies and bed tax collectors in the County. She is also a member of the Escambia County DMO Board, representing Perdido Key. She is committed to economic development through tourism throughout the County. Pointe South has its corporate office on Perdido Key and branch offices in Pensacola and on Pensacola Beach as well as Orange Beach, AL. Her resume is attached as is our original recommendation letter. Ms. Carleton has been briefed by Harlan Butler and is prepared to diligently serve should she be selected.

Thank you for your consideration, and pize let me know if you have any questions.

Cheers,
Ron

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Gulf Breeze, FL 32561

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February 23 2015

Mr. Steven Barry, Chairman
Mr. Wilson Robertson, District 1
Mr. Doug Underhill, District 2
Mr. Lumon May, District 3
Mr. Grover Robinson, IV, District 4
Escambia County Board of Commissioners
221 Palafox Place
Pensacola, FL 32502

RE: Nomination for RESTORE Committee At Large Seat

Gentlemen: The Escambia County Destination Marketing Organization, Inc. (DMO) is pleased to nominate Mrs. Susan Carleton to replace Mr. Harlan Butler for his recently resigned Escambia County RESTORE Committee At Large seat. This seat, as you may recall, was originally discussed to be filled by a member of the tourism industry. The Escambia County DMO, as you know, is comprised of almost ninety percent (90%) of all of the Escambia County Tourism Development Tax (bed tax) collectors.

Tourism is the third largest economic driver in Escambia County and the most stable. It is a $1.2 billion industry that employs over 20,000 people. It continues to be one of the largest job creators and provides over $3 in local tax collections for every $1 in lodging revenues.

We feel that Mrs. Carleton is uniquely qualified to serve on this committee and brings a wide range of talents and insights. She is a life time resident of Escambia County, and owner of Pointe South Realty, one of the largest condo rental companies in the County with corporate offices on Perdido Key and branch offices in Pensacola and on Pensacola Beach. She has 27 years of senior management experience in job creation, training, budgeting, cost analysis, financial analysis, strategic planning, reviewing business plans and business development opportunities, establishing operating systems and processes, setting performance standards, measuring ROI, and results reporting.

Bee loud DIGITAL MARKETING
In House Marketing Agency

THE HIVE
PEOPLE · PLANET · PROFIT
Social Responsibility Program

She has been active in the community having served on the Board of the Perdido Key Chamber of Commerce, and currently serves on the Board of the Pensacola Board of Realtors and the Escambia County DMO.

Neither the DMO nor Pointe South Realty will be submitting a funding proposal to the RESTORE Committee that would present any conflict for Mrs. Carleton or the Committee. We appreciate your consideration of this very critical appointment. Please let me know if you have any questions or if we can be of any other service.

Best Regards,

Julian B. MacQueen
Founder and CEO Innisfree Hotels
President Escambia County DMO

Mr. Bob Cleveland Highpointe Hotels	Mrs. Marilyn Hess American Fidelity Life	Mr. Nash Patel LHS Companies
Mr. Dave Cleveland Highpointe Hotels	Mr. Ajit Patel Relax Hospitality LLC	Mr. Robert Rinke Levin Rinke Resort Realty
Mr. Tish Patel Pinnacle Management	Ms. Teri Levin Levin Rinke Resort Realty	Mr. Gus Silivos Celebrity Chef
Mr. Tosh Belsinger Gulf Blue Vacations	Mr. Jay Patel LHS Companies	Mr. Rob Babcock Premier Island Management
Mr. Ray Palmer Pensacola Sports Assn.	Ryan Christopher Resort Quest	Mr. Greg Jones WCI / Lost Key
Mr. Richard Lamar Pointe South Realty	Mr. Harlan Butler Innisfree Hotels	Ms. Susan Carleton Pointe South Realty

Cc: Mr. Jack Brown
Ms. Amy Lovoy
Ms. Alison Rogers
Ms. Bentina Terry
Mr. Keith Wilkins

Drew Buchanan

Partner, Campfire & Founder, Pensacola Pedal Trolley

buchananvisuals@gmail.com

Summary

For more than a decade, I've been developing visual and social strategies which focus on quality, mobility and creativity. I'm passionate about how organizations communicate with their audiences to move ideas and ideals forward. I've spent the past 10 years managing emerging and social media as a multimedia producer, social media director and spokesman for multiple organizations, including the Department of Defense, the Florida tourism industry, local governments, nonprofits and small businesses.

Experience

Co-Founder at Campfire, LLC

2014 - Present (1 year)

Co-founder of the nation's only public sector-focused social media consulting and management company, based in Pensacola, Florida. Our team is made up of storytellers “on the cutting edge of innovation in social media and public relations.” We’ve pioneered the use of social media within the public sector - from the local municipal level to the Department of Defense. We currently represent clients in the tourism, non-profit, legal, education and public sector. www.startyourcampfire.com

Owner at Pedal Trolley, LLC

November 2013 - Present (1 year 6 months)

Founder of Pedal Trolley, LLC, a pedal-powered vehicle with seating for 15 passengers based in Pensacola, Florida. Appealing to cyclists, beer enthusiasts, university students, professionals and tourists alike, the Pedal Trolley is the number one eco-tainment for anyone who enjoys a new adventure. www.pensacolapedals.com

Social Media Producer at United States Air Force at United States Air Force

May 2008 - Present (7 years)

Created and led multiple U.S. Air Force social media platforms to tell the story of the nation's high-altitude mission. Produced first viral success of U.S. Air Force flagship publication, AIRMAN magazine Led social outreach for the Centennial of Military Aviation in 2013. Co-authored social media guide; leading role in setting standard for social media practice for Department of Defense Innovation in social advocacy for educational initiatives and making “important stuff” go viral Specializing in documentation and communication of combat and military operations. Working as a social media expert, photojournalist, producer, editor and reporter.

2 recommendations available upon request

Owner at Buchanan Visuals

January 2007 - Present (8 years 4 months)

Specializing in visual storytelling and developing methods of delivering digital media to a web-driven audience. www.drewbuchanan.com

Multimedia Producer at United States Air Force

May 2009 - January 2011 (1 year 9 months)

Marketing Manager at University of West Florida

2009 - 2009 (less than a year)

Acted as interim coordinator for marketing and communications at University of West Florida Emerald Coast.

Multimedia Producer at Freedom Newspapers

2005 - 2007 (2 years)

Honors and Awards

Most Innovative in New Media

Department of Defense

March 2013

Video Production of the Year

U.S. Air Force

March 2012

https://vimeo.com/47798521

Animation of the Year

Department of Defense

2012

Broadcaster of the Year

U.S. Air Force

2013

Projects

The U-2 Dragon Lady: The Evolution

2012 to 2012

Members:Drew Buchanan

Producer/Director for feature on U-2 program

100 Years of Flying

March 2013 to Present

Members:Drew Buchanan

Producer/Director for feature on America's oldest military aviation unit

PBS NOVA 'Rise of the Drones'

2012 to Present

Members:Drew Buchanan

Meet a new breed of flying robots, from tiny swarming vehicles to giant unmanned planes.

NPR National News: Vintage Spy Plane Gives High-Tech Drone A Run For Its Money

2012 to Present

Members:Drew Buchanan

New Camaros tear down runway to help U-2 spy planes land

2013 to Present

Members:Drew Buchanan

What and How Do U-2 Spy Plane Pilots Eat During Their 12 Hour Missions?

2013 to Present

Members:Drew Buchanan

U-2 spy plane

2013 to Present

Members:Drew Buchanan

Chasing the U-2 Spy Plane—In a Pontiac GTO

2012 to Present

Members:Drew Buchanan

Airman Magazine

2011 to Present

Members:Drew Buchanan

Skills & Expertise

Visual Storytelling
Strategic Communications
Editing
Digital Media
Military Operations
Public Affairs
Media Relations
Photojournalism
Press Releases
Social Media Marketing
DoD
Publications
Visual Journalism
Community Engagement
Social Media Relations
Training
Marketing
Special Operations
Air Force

Crisis Communications
Internal Communications
Editorial
Journalism
Video Analytics
Social media analytics
Social Media
Storytelling
Multimedia
Public Relations

Education

Defense Information School (DINFOS)
Social media & visual storytelling

University of California, Davis

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8025 **County Administrator's Report** **13. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 04/23/2015
Issue: Resolution to Support Establishing a 3% Cap on Growth in Individual Counties for Medicaid Costs
From: Grover Robinson, District 4 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution to Support Establishing a 3% Cap on Growth in Individual Counties for Medicaid Costs - Commissioner Grover C. Robinson, IV, District 4

That the Board adopt and authorize the Chairman to sign the Resolution to support establishing a 3% Cap on growth in individual counties for Medicaid costs under Section 409.415, Florida Statutes, requesting the Florida Legislature to establish an annual growth rate cap of 3% to protect those counties that are disproportionately affected by the enrollment based formula beginning in Fiscal Year 2015/2016. (Next year the State average for Medicaid increase is less than 3%; however, a significant number of counties will be over 3%. Escambia County, with a growth rate of 5.22%, will have a 5.22% increase.)

BACKGROUND:

For the two years following the passage of SB 1520, which passed during the 2013 Legislative Session, the total county contribution and each county's percentage share of the total county contribution have been fixed in statute. Beginning in Fiscal Year 2015/2016, the individual county percentage shares will begin a four-year transition period to an enrollment-based formula, after which each county's share will be based solely on each of its respective share of the State's Medicaid enrollees.

This formula shift has a significant range of impact on the 67 counties. Some counties will see their costs go down or remain relatively stable over the transition period, while others are expected to experience significant and unsustainable, growth in their mandatory Medicaid costs.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution has been approved as to form and legal sufficiency by Alison Rogers, County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution

RESOLUTION NUMBER R2015 -___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA TO SUPPORT ESTABLISHING A 3% CAP ON GROWTH IN INDIVIDUAL COUNTIES FOR MEDICAID COSTS UNDER SECTION 409.915, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.

Whereas, Florida counties have been required to participate in a Medicaid cost-sharing relationship with the State since 1972; and

WHEREAS, during the 2013 Legislative Session, SB 1520 passed changing the way counties are charged for their portion of costs – eliminating the monthly billing process and establishing a formula- based county Medicaid contribution; and

WHEREAS, for the two years following the passage of SB 1520, the total county contribution and each county's percentage share of the total county contribution have been fixed in statute; and

WHEREAS, beginning in FY 2015/16, the individual county percentage shares will begin a four-year transition period to an enrollment based formula – after which each county's share will be based solely on each of its respective share of the State's Medicaid enrollees; and

WHEREAS, this formula shift has a significant range of impact on the 67 counties. Some counties will see their costs go down or remain relatively stable over the transition period, while others are expected to experience significant, and unsustainable, growth in their mandatory Medicaid costs; and

WHEREAS, Escambia County, with a growth rate of 5.22%, will end up shouldering too large a burden particularly during the transition period; and

WHEREAS, the Florida Legislature is requested to establish an annual growth rate cap of three percent (3%) to protect those counties that are disproportionately affected.

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

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

Section 2. That the Escambia County Board of County Commissioners hereby supports establishing a 3% cap on growth in individual counties for Medicaid costs under Section 409.915, F.S., to address the anticipated

cost shifts that result from the transition to a Medicaid enrollee based cost-sharing system.

Section 3. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

Section 4. That the Clerk shall forward a copy of this Resolution to Governor Rick Scott; Senate President Andy Gardiner; Speaker of the House Steve Crisafulli; Senators Greg Evers, and Don Gaetz; Representatives Douglas Vaughn Broxson, Walter Bryan "Mike" Hill, Matt Gaetz, and Clay Ingram.

ADOPTED this ___ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/15/15

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8057 **County Administrator's Report** **13. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 04/23/2015
Issue: Issues Concerning Firefighters
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Discussion Concerning Issues Pertaining to Firefighters - Jack R. Brown, County Administrator

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8073 **County Administrator's Report** **13. 4.**
BCC Regular Meeting
Meeting Date: 04/23/2015
Issue: Line of Credit with Pensacola-Escambia Promotion and Development Commission (PEDC) to Cashflow
From: Amy Lovoy, Interim Assistant County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Agreement with the Pensacola Escambia County Promotion and Development Commission for a Line of Credit Associated with Project Foil - Amy Lovoy, Interim Assistant County Administrator

That the Board consider the following:

A. Approving the Memorandum of Agreement between the Escambia County Board of County Commissioners and the Pensacola Escambia County Promotion and Development Commission (PEDC) to establish an interest-free Line of Credit (LOC) with the County, in an amount not to exceed $750,000, in order to cashflow a Grant received from the State's Department of Economic Opportunity and used for activities associated with Project Foil;

B. Allocating $750,000, from reserves in Local Option Sales Tax (LOST), for the LOC; and

C. Setting the total maximum amount of draws that can be against this LOC, at an amount not to exceed $3,000,000.

[Funding Source: Fund 352, LOST III, Cost Center 110267]

BACKGROUND:

In 2014 PEDC was awarded a $3,000,000 Grant from the State's Department of Economic Opportunity to finance activities associated with Project Foil. Funds for this Grant may only be drawn on a reimbursement basis; meaning cash must be expended first and reimbursed later. PEDC does not have the cash on hand to finance these activities.

This line of credit would allow PEDC to draw funds from the County as needed to pay for

the work that has been done on Project Foil. PEDC could then seek reimbursement from their Grant and use these funds to repay the County. The total Grant that would need to be financed is $3,000,000; however, the maximum amount that can be outstanding at any one time is $750,000.

This line of credit would remain open for a period of 2 years.

BUDGETARY IMPACT:

A total of $750,000 would be allocated from the LOST reserves reducing the total available reserves to about $1,600,000. At the end of the life of the LOC (2 years) these funds would then become available again. Although not included in the Agreement, this Board action sets the maximum amount of draws under this agreement at $3,000,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PEDC Agreement for LOC

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MEMORANDUM OF AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida ("County"), and the Pensacola-Escambia Promotion and Development Commission, a political subdivision of the State of Florida ("PEDC").

WITNESSETH:

WHEREAS, the PEDC is a public corporation created pursuant to Chapter 67-1365, as amended, for the purpose of purpose of promoting and developing industrial, recreational, business attributes and facilities within Escambia County; and

WHEREAS, the PEDC was awarded a grant from the Florida Department of Economic Opportunity ("DEO") to conduct a feasibility, economic impact, and industrial development study for the purpose of determining the potential for industrial development along the lower Escambia River basin ("Project"); and

WHEREAS, the Project grant funding is to be paid to the PEDC from the DEO on a cost-reimbursement basis; and

WHEREAS, the County has determined it is in the best interests of the citizens of Escambia County to enter into this agreement with PEDC whereby the County will provide a line of credit ("County LOC") to the PEDC for Project costs as provided herein.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the County and the PEDC agree as follows:

ARTICLE 1
Recitals

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

ARTICLE 2
Responsibilities of Parties

2.1 Subject to the terms and conditions set forth herein, the County agrees to provide the PEDC with a County LOC with a maximum loan balance in an amount not to exceed $750,000.00 to fund allowable Project costs.

2.2 The County LOC shall remain available for a term of **two (2) years** to commence upon the effective date of this agreement. During the term of availability, the PEDC may draw down the County LOC, up to the maximum loan amount, at any time. If the principal is repaid in part or in whole during the term of availability then the PEDC may draw up to the maximum amount or any lesser amount of the County LOC.

2.3 It is understood and agreed by the PEDC that the County LOC funds for all purposes shall remain exclusively a loan and under no circumstances shall the funds be considered a grant or other direct appropriation to the PEDC.

2.4 The County understands that the PEDC intends that the primary source of repayment of the County LOC shall be DEO grant proceeds. The parties acknowledge and agree that entire County LOC amount advanced hereunder is due in full at the end of two years. In the interim, the PEDC covenants and agrees that it shall remit to the County within sixty (60) days of receipt, any funds received from the DEO Project grant so long as there is an outstanding balance owed by the PEDC to the County under the LOC. Failure by PEDC to timely repay this obligation in full at the conclusion of the two year anniversary hereof shall result in the Escambia County Board of County Commissioners decreasing, at its election, the PEDC's subsequent Fiscal Year budgetary contribution by the outstanding balance at the conclusion of the term.

2.5 To the extent permitted by law, the loan of County LOC funds shall be superior to any other interest or obligation maintained now or hereafter by the PEDC and repayment of said funds shall take priority over the repayment of any other unsecured interest or obligation.

2.6 This Agreement shall become effective after being properly executed by the Parties and filed by the County with the Clerk of the Circuit Court of Escambia County.

ARTICLE 3
General Provisions

3.1 **Termination:** This Agreement may be terminated by either party for cause or for convenience upon thirty (30) days written notice by the terminating party to the other party of such termination; provided, however, that termination shall not affect the reimbursement of any County LOC loan proceeds then owing to the County by the PEDC, or which subsequently are owed to the County by the PEDC as a result of actions concluded following the effective date of termination.

3.2 **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 provisions 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.

3.3 Assignment: This 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.

3.4 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 and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

3.7 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 the subject of this Agreement shall be in the County of Escambia.

3.8 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 PEDC 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 PEDC 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.

3.9 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.

3.10 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.

3.11 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

COUNTY	**PEDC**
County Administrator	Chairman
221 Palafox Place	PEDC
Post Office Box 1591	117 West Garden Street
Pensacola, FL 32597	Pensacola, FL 32502

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

3.12 No Waiver: The failure of a party 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:

COUNTY:
Escambia County, Florida, by and through its duly authorized Board of County Commissioners

By:_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

Attest

_____
Acting Secretary Charles L. Bare

Date:_____

BCC APPROVED:_____

This document approved as to form and legal sufficiency
By _____
Title ACA
Date 4/17/15

PEDC:
PENSACOLA-ESCAMBIA PROMOTION AND DEVELOPMENT COMMISSION

By: _____
Lewis Bear Jr., Chairman

Date: 4-17-15

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8053 **County Attorney's Report** **13. 1.**
BCC Regular Meeting **Action**
Meeting Date: 04/23/2015
Issue: Scheduling An Attorney/Client Session on May 7, 2015 at 3:30 P.M.
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling an Attorney/Client Session on May 7, 2015 at 3:30 P.M. to Discuss Pending Litigation in the Cases of Clifton Underwood v. Escambia County, FL - Case No.: 2014 CA 000059 and Escambia County v. Robert Chapman Enterprises, Inc., et al. - Case No.: 2011 CA 000345

That the Board take the following action:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.011(8), Fla. Stat., for May 7, 2015 at 3:30 p.m.; and

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Sunday, April 26, 2015.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorney to discuss pending litigation in the cases of *Clifton Underwood v. Escambia County, FL* and *Escambia County v. Robert Chapman Enterprises, Inc., et al*., in accordance with Section 286.011(8), Florida Statutes. Such attorney-client session will be held at 3:30 p.m., on Thursday, May 7, 2015, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson B. Robertson, Douglas B. Underhill, Lumon J. May, Grover C. Robinson, IV, and Steven L. Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Attorney representing Escambia County Charles V. Peppler, Deputy County Attorney, and a certified court reporter will attend the attorney-client session.

BACKGROUND:

To be provided to the Board at the attorney/client session.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8048 **County Attorney's Report** **13. 2.**
BCC Regular Meeting **Action**
Meeting Date: 04/23/2015
Issue: Scheduling a Public Hearing to Consider Amending the Enforcement Officers Ordinance
From: Meredith Crawford, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing on May 7, 2015 at 5:31 p.m. to amend the Definition of Chapter 30, Section 30-92 of the Escambia County Code of Ordinances.

That the Board authorize scheduling a Public Hearing on May 7, 2015 at 5:31 p.m. for consideration of amending Chapter 30, Section 30-92 of the Escambia County Code of Ordinances, specifically the definitions of “Building Construction Code Enforcement Officer” and “Environmental Law Enforcement Officer” removing language that the officers are “vested with authority to bear arms and make arrests” from the definitions.

BACKGROUND:

As presently written, the definitions of “Building Construction Code Enforcement Officer” and “Environmental Law Enforcement Officer” include the language that such an officer is vested with the authority to bear arms and make arrests. There is no statutory authority for County Environmental Law Enforcement Officers to possess such powers. Given the lack of statutory authority to carry weapons and make arrests, the County amends its Ordinance to bring the definitions into compliance with the County’s Building Construction Code and Environmental Law Enforcement Officers’ actual authority.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Meredith D. Crawford drafted the amended Ordinance. The Ordinance will be advertised in the April 25, 2015, edition of the *Pensacola News Journal*.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

ORDINANCE 2015-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING ARTICLE IV, CHAPTER 30, SECTION 30-92 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; AMENDING THE DEFINITION OF BUILDING CODE ENFORCEMENT OFFICER; AMENDING THE DEFINITION OF ENVIRONMENTAL LAW ENFORCEMENT OFFICER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is authorized to designate code enforcement officers pursuant to Section 162.21(2), Florida Statutes (2014); and

WHEREAS, Code enforcement officers are not authorized to carry firearms or make arrests within the scope of his or her employment; and

WHEREAS, Neither Escambia County Building Construction Code Enforcement Officers nor Escambia County Environmental Code Enforcement Officers currently bear arms or make arrests; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendments serve an important public purpose.

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

Section 1. Part 1, Article IV, Enforcement Officers, Chapter 30, Sec. 30-92 of the Code of Ordinances of Escambia County, Florida relating to definitions is hereby amended to read as follows:

Sec. 30-92. - Definitions.

The following words, phrases, or terms as used in this article, unless the context indicates otherwise, shall have the following meaning:

Building construction code enforcement officer means any person who is duly employed by the board of county commissioners for the purpose of enforcing building construction code laws and ordinances ~~and thereby vested with authority to bear arms and make arrest;~~ and whose primary responsibility is the enforcement of building construction code laws and ordinances.

Building construction code laws and ordinances means state building construction codes and laws and the county ordinances pertaining to the regulation of building construction.

Environmental laws and ordinances means state laws and the county ordinance pertaining to the protection of the public safety, health, welfare and environment.

Environmental law enforcement officer means any person who is duly employed by the board of county commissioners for the purpose of enforcing environmental laws and ordinances ~~and thereby vested with authority to bear arms and make arrests~~ and whose primary responsibility is the prevention and detection of environmentally related criminal activities and the enforcement of the environmental laws of the state and county. This definition includes all certified supervisory and command personnel whose duties include in whole or part, the supervision, training, guidance, and management responsibilities of environmental law enforcement officers, but does not include support personnel employed by the board of county commissioners.

Section 2. Severability.

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in the Code.

It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

Section 4. Effective Date.

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

DONE AND ENACTED this _____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8050 **County Attorney's Report** **13. 3.**
BCC Regular Meeting **Action**
Meeting Date: 04/23/2015
Issue: Schedule a Public Hearing to Consider Amending the Inoperable Vehicle Ordinance
From: Meredith Crawford, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing on May 7, 2015, at 5:32 p.m. for Consideration of Amending the Inoperable Vehicle Ordinance

That the Board authorize scheduling a Public Hearing on May 7, 2015 at 5:32 p.m. for consideration of amending Chapter 42, Section 42-196 of the Escambia County Code of Ordinances, as it relates to Inoperable Vehicles and providing a definition of “inoperable” and “vehicle.”

BACKGROUND:

The enforcement of Escambia County’s environmental code advances the health, safety, and welfare of the citizens. Inoperable vehicles may qualify as a nuisance condition. In order to enhance environmental code enforcement officers’ ability to identify and abate nuisance conditions caused by inoperable vehicles, it is necessary to amend the language of the Ordinance and to define the words “inoperable” and “vehicle.”

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Meredith D. Crawford drafted the amended Ordinance. The Ordinance will be advertised in the April 25, 2015, edition of the *Pensacola News Journal*.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

ORDINANCE 2015-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING ARTICLE IV, CHAPTER 42, SECTION 42-196 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATED TO INOPERABLE VEHICLES; ESTABLISHING DEFINITIONS OF "INOPERABLE" AND "VEHICLE;" PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners finds that enforcement of its environmental code advances health, safety, and welfare of the citizens of Escambia County; and

WHEREAS, to further enforcement of its environmental code, the Board of County Commissioners employs environmental code enforcement officers to assist in identifying and abating nuisance conditions in the unincorporated areas of Escambia County; and

WHEREAS, the Board of County Commissioners finds that an inoperable vehicle may qualify as a nuisance condition; and

WHEREAS, to enhance its environmental code enforcement officers' ability to identify and abate nuisance conditions caused by inoperable vehicles, the Board of County Commissioners finds it necessary to define the words "inoperable" and "vehicle."

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

Section 1. Chapter 42, Article VI, Section 42-196 of the Code of Ordinances of Escambia County Florida is hereby amended to read as follows:

Sec. 42-196. - Nuisance conditions defined.

DRAFT

The following conditions existing on real property in the unincorporated areas of the county shall constitute prima facie evidence of maintaining a nuisance within the meaning of this article injurious to the health, safety and welfare and shall include, but shall not be limited to:

(a) The creation or maintenance of any condition conducive to the breeding of rats, vermin, flies, mosquitoes, or other arthropods that are capable of transmitting diseases directly or indirectly to humans;

(b) The accumulation of garbage, or other solid waste materials which violates any state law, regulation, or ordinance of the county or which poses a danger to the health, safety, and welfare to residents of the county;

(c) The accumulation of one or more inoperable vehicle on any lot ~~of less than three acres not abated pursuant to section 30-205~~; provided, however, that duly licensed car sales lots, junk yards, salvage yards, or automotive repair shops for vehicles under repair are exempted from this subsection; and further provided, that north of Ten Mile Road, this nuisance condition shall apply only to lots of three acres or less in size unless an inoperable vehicle is located in any portion of the lot adjacent to a public roadway.

For purposes of this section:

(1) "Inoperable" means incapable of being immediately driven, moved, or pulled in the manner for which the vehicle was intended or designed.

(2) "Vehicle" means a motor vehicle, travel trailer, boat, or any other vehicle required to be licensed by the state. This includes, but is not limited to buses, mopeds, motorcycles, trucks, semi-tractors and/or trailers, campers, and earth-

DRAFT

moving equipment. This definition shall not include mobile or manufactured homes.

(d) The existence of overgrowth on any residentially or commercially classified lands, except on lands classified agricultural, or on undeveloped and uncleared land in its natural vegetative state, or on land in which the property owner is in the process of restoring to its natural vegetative state and for which there are no plans to build upon and upon which no building structures or signs of such structures exist above ground. Such property shall be subject to the following:

(1) The minimum parcel size shall be one acre or more; and

(2) The parcel may not be located in a platted or unplatted residential subdivision; and

(3) The property owner must execute a good faith affidavit attesting to his intent to restore the subject property to its natural vegetative state. This affidavit shall be recorded with the clerk of the circuit court and subsequent development of the parcel shall not be commenced until any overgrowth on the property has been cleared pursuant to this article.

~~(f)~~ (e) The owner of any property, including but not limited to any building, dwelling, lot, parcel, premises, or structure, or his or her agent, shall be liable for the maintenance of any nuisance condition established under this section if the nuisance condition existed on the owner's property for a period of time no less than 48 hours, regardless of whether the owner actually caused the nuisance condition.

DRAFT

Section 2. SEVERABILITY.

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. INCLUSION IN THE CODE

It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

Section 4. EFFECTIVE DATE.

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

DONE AND ENACTED this _____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk
(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8056 **County Attorney's Report** **13. 4.**
BCC Regular Meeting **Action**
Meeting Date: 04/23/2015
Issue: Governmental Facilities Leasing Corporation
From: Meredith Crawford, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Governmental Facilities Leasing Corporation

That the Board take the following action concerning the Governmental Facilities Leasing Corporation:

A. Repeal Resolution R97-93, the "Sponsorship Resolution," which approved the issuance and sale of not exceeding $15,000,000 revenue bonds by Escambia County Office Facilities Leasing Corporation, approved the corporation and the members thereof and certain other matters with respect thereto; Repeal Resolution R97-121, reflecting the name change of the corporation to Governmental Facilities Leasing Corporation; Repeal Resolution R98-104 which amended Resolution R97-121; Repeal Resolution R2007-118 which amended Resolution R98-104; Repeal Resolution R2009-118 which amended Resolution R2007-118; Repeal Resolution R2010-98 which amended Resolution R2009-118; and

B. Request that the County Administrator's Office provide letters of appreciation to the following members to thank them for their service:

1. Mark L. Lyons, III;
2. Joseph A. Maloney; and
3. William E. Bassett, Sr.

BACKGROUND:

On April 29, 1997, Escambia County, by adoption of its Resolution Number R97-93 (the "Sponsorship Resolution") approved the issuance of not exceeding $15,000,000 of revenue bonds by the Escambia County Office Facilities Leasing Corporation, now known as the Governmental Facilities Leasing Corporation (GFLC). The GFLC was created by the Board in order to facilitate the financing and construction of public purpose buildings. Only two buildings were constructed and financed by the GFLC: The Northside Building at 8190 Pensacola Blvd. and Central Services Building at 3670 L

Street. However, the Shuaney Irrevocable Trust, the registered owner of most of the bonds, which bonds had been pledged as collateral on an indebtedness owed to Beach Community Bank, filed for bankruptcy. The GFLC defaulted on the bond repayments and a foreclosure action was filed by the Bank. In December, 2014, the Board agreed to waive the cure period and allow the foreclosure to proceed. The Bank has foreclosed on the properties and has assumed title to the buildings. Action of the Board is needed to dissolve the relationship between the County and GFLC.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution R1997-93
Resolution R1997-121
Resolution R1998-104
Resolution R2007-118
Resolution R2009-118
Resolution R2010-98

CLERK'S ORIGINAL

RESOLUTION NO. R97-93

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING THE ISSUANCE AND SALE OF NOT EXCEEDING 15,000,000 REVENUE BONDS, SERIES 1997 (NORTHSIDE/CENTRAL SERVICES PROJECT) BY ESCAMBIA COUNTY OFFICE FACILITIES LEASING CORPORATION, A FLORIDA CORPORATION NOT FOR PROFIT, ON BEHALF OF ESCAMBIA COUNTY; APPROVING THE CORPORATION AND THE MEMBERS THEREOF AND CERTAIN OTHER MATTERS WITH RESPECT THERETO; APPROVING THE TERMS OF THE BONDS; AUTHORIZING THE OFFICIALS OF THE COUNTY TO TAKE CERTAIN ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, ESCAMBIA COUNTY OFFICE FACILITIES LEASING CORPORATION, a Florida non-profit corporation (the "Corporation"), has proposed to Escambia County, Florida (the "Sponsor") to provide for the financing of the Project described below on behalf of the Sponsor by the issuance of not exceeding $15,000,000 of the Corporation's revenue bonds; and

WHEREAS, the Sponsor and the Corporation have agreed that the bonds herein described shall be issued "on behalf of" the Sponsor within the meaning of Revenue Ruling 63-20; NOW THEREFORE,

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

Section 1. AUTHORITY FOR THIS RESOLUTION. This resolution, hereinafter called "instrument," is adopted pursuant to the provisions of Chapter 125 and Chapter 159, Florida Statutes, as amended, and other applicable provisions of law (the "Act").

Section 2. FINDINGS. It is hereby ascertained, determined and declared as follows:

A. The Sponsor is authorized by the Act to acquire, own and operate office spaces for governmental services within and without the territorial limits of the Sponsor and to make and execute financing agreements, contracts, and other instruments necessary of convenient for the purpose of facilitating the financing of such projects to the end that the Sponsor may be able to improve living conditions, provide public services, and otherwise contribute to the welfare of the State of Florida and its inhabitants.

CLERK OF CIRCUIT COURT • ESCAMBIA COUNTY • PENSACOLA, FLORIDA
CERTIFICATE OF AUTHENTICITY
THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPHS APPEARING ON THIS FILM ARE TRUE AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS THAT WERE IN THE CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT ON THE DATE OR DURING THE PERIOD INDICATED AND THAT THESE IMAGES WERE MADE IN THE NORMAL COURSE OF BUSINESS WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM
WITNESS MY HAND AND OFFICIAL SEAL
DATE:
ERNIE LEE MAGAHA, CLERK OF COURTS
BY
DEPUTY CLERK

CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT ON THE DATE OR DURING THE PERIOD INDICATED AND THAT THESE IMAGES WERE MADE IN THE NORMAL COURSE OF BUSINESS WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM

WITNESS MY HAND AND OFFICIAL SEAL
DATE:

ERNIE LEE MAGAHA, CLERK OF COURTS
BY
DEPUTY CLERK

B. The Corporation wishes to acquire certain real property and personal property more specifically described in the Trust Indenture attached hereto as Exhibit "A" (the "Trust Indenture") (with such deletions, substitutions and additions as may be approved by the Sponsor, such approval to be established by the Chairman's execution of the Consent of Sponsor on the Trust Indenture) located within Escambia County comprising the acquisition of two parcels of real property and the existing office buildings and improvements thereon, as more particularly described in the Trust Indenture (the "Project"), on behalf of the Sponsor, and to finance such project with not to exceed $15,000,000 principal amount of revenue bonds of the Corporation ("the "Bonds"). Accordingly, the Corporation has requested that the Sponsor indicate to the Corporation its intentions in this respect in order to induce the Corporation to proceed with the Project and incur expenses for its initiation and its financing and by this resolution take affirmative official action toward the sponsorship of such Bonds and the issuance thereof.

C. The Project constitutes a qualifying project eligible for financing under the Act and is appropriate to the needs and circumstances of the Sponsor's community. The location and operation of the Project therein will make a significant contribution to the growth of the area of operation of the Sponsor, will improve living conditions, and will serve a public purpose by preserving and protecting public health, providing a means to assure orderly growth and advancing the general welfare of the State and its inhabitants.

D. Adequate provision will be made under the provisions of the financing documents for the repair and maintenance of the Project and for the payment of the principal and premium, if any, and interest on the revenue bonds herein authorized to be issued.

E. The principal of and premium, if any, and interest on the Bonds and all payments required under the hereinafter described financing documents shall be payable solely from the revenues and receipts from or in connection with the operation of the Project. The Sponsor shall never be required to (i) levy ad valorem taxes on any property within its territorial limits to pay the principal of and premium, if any, and interest on the Bonds or to make any other payments provided for under the financing documents, or (ii) pay the same from any funds of the Sponsor; and such Bonds shall not constitute a lien upon any property owned by or situated within the territorial limits of the Sponsor except the project and properties of the Corporation securing the Bonds all in the manner provided in the financing documents.

F. The payments to be made by the Corporation to the Trustee from amounts derived from the operation of the Project pursuant to the financing documents will be sufficient to pay all principal of and interest on and premium, if any, for the Bonds, and to make all other payments required by the financing documents.

G. As a condition of issuing the Bonds, the Sponsor will require the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C.

Section 3. FINANCING OF THE PROJECT AUTHORIZED. The financing of the cost of the Project on behalf of the Sponsor in the manner described herein is hereby authorized.

Section 4. AUTHORIZATION OF ISSUANCE AND SALE OF BONDS. Bonds of the Corporation to be known as ESCAMBIA COUNTY OFFICE FACILITIES LEASING CORPORATION REVENUE BONDS, SERIES 1997 (NORTHSIDE/CENTRAL SERVICES PROJECT) are hereby approved in an aggregate principal amount not exceeding Fifteen Million Dollars ($15,000,000), upon the terms, and in the form and manner described in the Trust Indenture and the term sheet attached hereto as Exhibit "B," with such modifications and amendments as may be approved by the Chairman on behalf of the Sponsor.

Section 5. APPROVAL OF CORPORATION AND ITS SELECTION OF BOND COUNSEL. The members of the governing board of the Corporation, as set forth on Exhibit "C" hereto, the purposes and activities of the Corporation, particularly the financing, construction, acquisition and leasing of the Project, and the retention by the Corporation of Miller, Canfield, Paddock and Stone, P.L.C., as bond counsel for the proposed bond issue, are hereby approved.

Section 6. AGREEMENT TO ACCEPT TITLE TO PROJECT; INDUCEMENT. In order to induce such representatives of the Corporation to acquire, expand and establish the Project in the area of the Sponsor and incur expenses for the initiation of the Project and its financing, the Sponsor hereby consents to accept title to the real and personal property constituting the Project upon retirement of the Bonds.

Section 7. AUTHORIZATION OF EXECUTION AND DELIVERY OF FINANCING DOCUMENTS. As security for the payment of the principal of and premium, if any, and interest on the Bonds, a trust agreement and necessary financing agreements between the Corporation and a bank or trust company, in such form as may be approved by the Chairman of the Sponsor, such approval to be presumed by his execution thereof, are hereby approved by the Sponsor. The Sponsor does hereby approve in said documents the terms, conditions, covenants, rights, obligations, duties and agreements to and for the benefit of the holders of the Bonds, the Corporation, the Sponsor and the Trustee.

Section 8. NO PERSONAL LIABILITY. No covenant, stipulation, obligation or agreement herein contained or contained in the financing documents or contained in the agreements described herein, shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the Sponsor or its governing body in his individual capacity, and

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WITNESS MY HAND AND OFFICIAL SEAL
DATE:

ERNIE LEE MAGAHA, CLERK OF COURTS
BY
DEPUTY CLERK

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE COPY OF THE ORIGINAL DOCUMENT AS THE SAME APPEARS OF RECORD AND ON FILE IN THE CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT ON THE DATE OR DURING THE PERIOD INDICATED AND THAT THESE IMAGES WERE MADE IN THE NORMAL COURSE OF BUSINESS WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM

WITNESS MY HAND AND OFFICIAL SEAL
DATE: [illegible]

ERNIE LEE MAGAHA, CLERK OF COURTS
BY [illegible]
DEPUTY CLERK

neither the members, agents or employees of the Sponsor nor any official executing any documents or certificates in connection herewith shall be liable personally thereon or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 9. **NO THIRD PARTY BENEFICIARIES.** Except as herein or in the financing documents otherwise expressly provided, nothing in this instrument or in the financing documents, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the Corporation, the holders of the Bonds and the Trustee any right, remedy or claim, legal or equitable, under and by reason of this instrument or any provision thereof or of the financing documents, this instrument, and said documents intended to be and being for the sole and exclusive benefit of the Sponsor, the Corporation, the holders from time to time of the Bonds and the Trustee.

Section 10. **PREREQUISITES PERFORMED.** All acts, conditions and things relating to the passage of this instrument, to the issuance of the Bonds, and to the execution of the within described documents, required by the Constitution or laws of the State of Florida to happen, exist, and be performed precedent to and in the passage hereof, and precedent to the issuance of the Bonds, and precedent to the execution and delivery of the within described documents, have happened, exist and have been performed as so required.

Section 11. **GENERAL AUTHORITY.** The members of the Sponsor and its officers, attorneys, engineers or other agents or employees are hereby authorized to do all acts and things required of them by this instrument, or the within described documents, or desirable or consistent with the requirements hereof or such documents, for the full punctual and complete performance of all the terms, covenants and agreements contained in the within described documents and this instrument.

Section 12. **AWARD OF BONDS.** A purchase contract awarding sale of the Bonds in such form as may be approved by the Chairman of the Sponsor, such approval to be presumed by his execution thereof, is hereby approved by the Sponsor.

Section 13. **AUTHORIZATION OF ALL OTHER NECESSARY ACTION.** The Chairman or Vice Chairman, County Administrator, Clerk or Deputy Clerk, and Attorney of the Sponsor are designated agents of the Sponsor in connection with the issuance and delivery of the Bonds, together with any other documents, instruments, agreements or certificates necessary to consummate the transactions contemplated herein (collectively, the "financing documents") and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Sponsor which are necessary or desirable in connection with the execution and delivery of the Bonds and other financing documents

CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT OF THE DATE OF DOWNG THE PERIOD INDICATED AND THAT THESE IMAGES WERE MADE IN THE NORMAL COURSE OF BUSINESS WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM

WITNESS MY HAND AND OFFICIAL SEAL
DATE:

ERNIE LEE MAGAHA, CLERK OF COURTS
BY
DEPUTY CLERK

as described herein and which are not inconsistent with the terms and provisions of this resolution and other actions relating to the Bonds heretofore taken by the Sponsor.

Section 14. **CANCELLATION.** If for any reason the Bonds are not delivered to the purchaser or purchasers thereof by March 1, 1998, then the provisions of this resolution and the agreement resulting from its acceptance by the Corporation may be cancelled at any time thereafter, at the option of the Sponsor and without notice to the Corporation by resolution of the Sponsor, duly adopted expressly for such purpose. In such event, or in the event of its earlier cancellation by agreement between the Corporation and the Sponsor, neither party shall have any right against the other and no third party shall have any rights against either party except:

A. The Corporation will pay to the Sponsor the amount of all expenses which shall have been incurred by the Sponsor in connection with the Project;

B. The Corporation will assume and be responsible for any contracts entered into by the Sponsor at the request of the Corporation in connection with the project; and

C. The Corporation will pay the fees of the Sponsor for legal services rendered to the Sponsor by the Sponsor's Counsel in connection with this special project; (ii) will pay the out-of-pocket expenses of officials and representatives of the Sponsor, Bond Counsel and Sponsor's Counsel incurred in connection with the Project; and (iii) will pay bond counsel for the Corporation reasonable legal fees for legal services related to the Project or the financing thereof.

Section 15. **SEVERABILITY OF INVALID PROVISIO.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 16. **EFFECTIVE DATE.** This instrument shall take effect immediately upon its adoption this 29th day of April, 1997.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Sponsor

[SEAL]

By: Thomas J. Banjanin
Thomas G. Banjanin, Chairman

Attest:
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT

By: Betty L. Brechbuhler
Deputy Clerk

CERTIFICATE OF AUTHENTICITY

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPHS APPEARING ON THIS FILM ARE TRUE AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS THAT WERE IN THE CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT ON THE DATE OR DURING THE PERIOD INDICATED AND THAT THESE IMAGES WERE MADE IN THE NORMAL COURSE OF BUSINESS WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM

WITNESS MY HAND AND OFFICIAL SEAL
DATE: 12/11/97

ERNIE LEE MAGAHA, CLERK OF COURTS
BY: DEPUTY CLERK

RESOLUTION NO. R97-121

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING RESOLUTION NO. R97-93; REFLECTING THE CHANGE OF NAME OF THE CORPORATION AND APPROVING THE CORPORATION AND THE MEMBERS THEREOF AND CERTAIN OTHER MATTERS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County, Florida (the "Sponsor") on April 29, 1997, by adoption of its Resolution No. R97-93 (the "Sponsorship Resolution") approved the issuance of not exceeding $15,000,000 of revenue bonds by Escambia County Office Facilities Leasing Corporation to finance a certain project described in such Sponsorship Resolution; and

WHEREAS, such corporation has advised that it has changed its name to "Governmental Facilities Leasing Corporation," but otherwise intends to proceed to issue the revenue bonds described in the Sponsorship Resolution on the terms therein described to finance the project therein described; and

WHEREAS, the Sponsor and the corporation have agreed that the bonds described in the Sponsorship Resolution and herein shall be issued "on bebalf of" the Sponsor within the meaning of Revenue Ruling 63-20; **NOW THEREFORE,**

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

Section 1. The Sponsorship Resolution is amended to reflect that the name "Escambia County Office Facilities Leasing Corporation" has been changed to "Governmental Facilities Leasing Corporation." The corporation and the members of the board of directors of the corporation, set forth on Exhibit "A" hereto, are approved.

Section 2. The issuance of the revenue bonds described in the Sponsorship Resolution are approved on the terms set forth in the Sponsorship Resolution and the Preliminary Official Statement attached hereto as Exhibit "B."

Section 3. Except as hereby amended, the Sponsorship Resolution shall continue in full force and effect.

Section 4. This instrument shall take effect immediately upon its adoption this 3rd day of July, 1997.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Sponsor

[SEAL]

By _____
Thomas G. Banjanin, Chairman

Attest:
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

6/4/98 Bass Add-on #7

RESOLUTION NO. R98-104

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RELATING TO GOVERNMENTAL FACILITIES LEASING CORPORATION; APPROVING THE MEMBERSHIP OF THE BOARD OF DIRECTORS OF THE CORPORATION; APPROVING AN AGREEMENT RELATING TO OVERSIGHT OF THE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County, Florida (the "Sponsor"), by adoption of its Resolution No. R97-93, as amended (the "Sponsorship Resolution"), approved the issuance of revenue bonds by Governmental Facilities Leasing Corporation (previously known as Escambia County Office Facilities Leasing Corporation) (the "Corporation") to finance a certain project described in such Sponsorship Resolution on behalf of the Sponsor; and

WHEREAS, the Corporation's Articles of Incorporation provide that the membership of the Board of Directors of the Corporation is subject to the approval of the Sponsor; and

WHEREAS, the Sponsor desires to approve the addition of Mr. Cecil Hunter to the Board of Directors of the Corporation; and

WHEREAS, the Sponsor and the Corporation have set forth their agreement concerning the manner in which the Corporation and the capital projects financed by the Corporation on behalf of the Sponsor have been and will be managed and operated; NOW THEREFORE,

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

SECTION 1. The members of the Corporation's Board of Directors set forth on Exhibit "A" hereto are hereby approved.

SECTION 2. The Oversight Agreement attached hereto as Exhibit "B" is hereby approved.

SECTION 3. This instrument shall take effect immediately upon its adoption this 4th day of June, 1998.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Sponsor

[SEAL]

By Mike Bass
Mike Bass, Chairman

Attest:
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT

BCC APPROVED 6/4/98

By: Marilyn Jungius
Deputy Clerk

Escambia County
Clerk's Original
6/21/2007 CAR I-4

RESOLUTION R2007-118

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RELATING TO GOVERNMENTAL FACILITIES LEASING CORPORATION; APPROVING THE MEMBERSHIP OF THE BOARD OF DIRECTORS OF THE CORPORATION; APPROVING AN AGREEMENT RELATING TO OVERSIGHT OF THE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

Date: 6/26/2007 Verified By: Ofavis

WHEREAS, Escambia County, Florida, (the "Sponsor"), by adoption of its Resolution No. R97-93, as amended (the "Sponsorship Resolution"), approved the issuance of revenue bonds by Governmental Facilities Leasing Corporation (previously known as Escambia County Office Facilities Leasing Corporation)(the "Corporation") to finance a certain project described in such Sponsorship Resolution on behalf of the Sponsor; and

WHEREAS, the Corporation's Articles of Incorporation provide that the membership of the Board of Directors of the Corporation is subject to the approval of the Sponsor; and

WHEREAS, the Sponsor desires to approve the addition of Mr. Brian DeMaria to the Board of Directors of the Corporation; and

WHEREAS, the Sponsor and the Corporation have set forth their agreement concerning the manner in which the Corporation and the capital projects financed by the Corporation on behalf of the Sponsor have been and will be managed and operated;

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

SECTION 1. The members of the Corporation's Board of Directors set forth on Exhibit "A" hereto are hereby approved.

SECTION 2. The Oversight Agreement attached hereto as Exhibit "B" is hereby approved.

SECTION 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 21st day of June, 2007.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: K W White
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

SEAL

By: Doris Harris
Deputy Clerk

BCC APPROVED 6-21-2007

This document approved as to form
and legal sufficiency
By
Title
Date 06.08.07

Escambia County
Clerk's Original
6/4/2009 CAR I-9

2009-000669 BCC
Jun. 04, 2009 Page 1

RESOLUTION R2009-118

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RELATING TO THE GOVERNMENTAL FACILITIES LEASING CORPORATION; APPROVING THE REPLACEMENT OF A MEMBER OF THE BOARD OF DIRECTORS OF THE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

Verified By: DHarris
Date: 6/5/2009

WHEREAS, Escambia County, Florida, (the "Sponsor"), by adoption of its Resolution No. R97-03, as amended (the "Sponsorship Resolution"), approved the issuance of revenue bonds by the Governmental Facilities Leasing Corporation (previously known as Escambia County Office Facilities Leasing Corporation) (the "Corporation") to finance a certain project described in such Sponsorship Resolution on behalf of the Sponsor; and,

WHEREAS, the Corporation's Articles of Incorporation provide that the membership of the Board of Directors of the Corporation is subject to the approval of the Sponsor; and,

WHEREAS, in Resolution 2007-118 the Board of County Commissioners last provided for the membership of the Board of Directors; and,

WHEREAS, the Sponsor desires to replace Board member Brian De Maria, who is resigning, with Tom Bell; and,

WHEREAS, the new Board of Directors is attached with this Resolution and will serve to further the interests of Escambia County.

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

SECTION 1. The above whereas clauses are true and incorporated by reference herein.

SECTION 2. The members of the Corporations' Board of Directors set forth on Exhibit "A" hereto are hereby approved.

SECTION 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

DONE AND ENACTED this 4th day of June, 2009.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Marie Young
Marie Young, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Date Executed
6-4-2009

By: Doris Harris
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency
By
Title County Attorney
Date 5/27/09

Escambia County
Clerk's Original
6/3/2010 CAR I-8

RESOLUTION R2010-98

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RELATING TO THE GOVERNMENTAL FACILITIES LEASING CORPORATION; APPROVING THE REPLACEMENT OF A MEMBER OF THE BOARD OF DIRECTORS OF THE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County, Florida, (the "Sponsor"), by adoption of its Resolution No. R97-93, as amended (the "Sponsorship Resolution"), approved the issuance of revenue bonds by the Governmental Facilities Leasing Corporation (previously known as Escambia County Office Facilities Leasing Corporation) (the "Corporation") to finance a certain project described in such Sponsorship Resolution on behalf of the Sponsor; and,

WHEREAS, the Corporation's Articles of Incorporation provide that the membership of the Board of Directors of the Corporation is subject to the approval of the Sponsor; and,

WHEREAS, in Resolution 2009-118 the Board of County Commissioners last provided for the membership of the Board of Directors; and,

WHEREAS, the Sponsor desires to replace Board member Tom Bell, who is resigning, with Darby Kenniff; and,

WHEREAS, the new Board of Directors list is attached with this Resolution and will serve to further the interests of Escambia County.

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

SECTION 1. The above whereas clauses are true and incorporated by reference herein.

Verified By: Ofavia
Date: 6/4/2010

SECTION 2. The members of the Corporations' Board of Directors set forth on Exhibit "A" hereto are hereby approved.

SECTION 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

DONE AND ENACTED this 3rd day of June, 2010.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Date Executed
6-3-2010

This document approved as to form
and legal sufficiency
By _____
Title County Attorney
Date 5/19/10