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.

<u>CHAMBER RULES</u>

- 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 – September 3, 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 Barry.
- 3. Pledge of Allegiance to the Flag.
- 4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Presentations - Certificates of Recognition to the following members of the Storm-Water Advisory Team:

Nathan White (District 1) 02/05/2015 – 08/20/2015 Glen Niblock (District 2) 10/09/2014 – 07/31/2015 Mary Gutierrez (District 3) 10/09/2014 – 08/20/2015 Garrett Walton (District 4) 10/09/2014 – 08/20/2015 John E. Cheney (District 5) 10/09/2014 – 08/20/2015 Dr. Elizabeth D. Benchley, City of Pensacola 10/09/2014 – 08/20/2015 Phil Turner, City of Pensacola 10/16/2014 – 08/20/2015

7. Proclamations.

<u>Recommendation:</u> That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Jeremy Fowler, Maintenance Technician, Facilities Management Department, Maintenance Division, on his selection as "Employee of the Month" for September 2015; and

- B. The Proclamation proclaiming September 2015 as "Library Card Sign-Up Month" in Escambia County and calling upon all residents of this great County to join us in utilizing the West Florida Public Libraries.
- 8. Did the Clerk's Office receive the proofs of publication for the Public Hearing(s) on the agenda and the Board's Weekly Meeting Schedule?

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

9. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending Chapter 42, Section 42-66 of the Escambia County Code of Ordinances to clarify the firearms exemption to the County Noise Abatement Ordinance.

<u>Recommendation:</u> That the Board adopt an Ordinance amending Chapter 42, Section 42-66 of the Escambia County Code of Ordinances to clarify the firearms exemption to the County Noise Abatement Ordinance.

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 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. Closing documents relating to the sale of real property, located at 2708 West Bobe Street, to Yolanda J. Ortiz, as approved by the Board on April 20, 2006, and February 4, 2010, and received in the Clerk to the Board's Office on August 11, 2015; and
- B. Closing documents relating to the sale of real property, located at 6622 Hampton Road, to Larry Williams, Sr., as approved by the Board on November 15, 2012, and April 2, 2013, and received in the Clerk to the Board's Office on August 17, 2015.

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

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 20, 2015;
- B. Approve the Minutes of the Regular Board Meeting held August 20, 2015;
- C. Approve the Minutes of the Special Board Meeting held August 13, 2015; and
- D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held August 13, 2015.

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

GROWTH MANAGEMENT REPORT

- I. Public Hearing
- 1. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on August 4, 2015

That the Board take the following action concerning the rezoning case heard by the Planning Board on August 4, 2015:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2015-14 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

1. Case No.: Z-2015-14

Address: 3245 West Fairfield Drive Property Reference No.: 16-2S-30-1001-020-004

Property Size: 0.48 (+/-) acres

From: HDR, High Density Residential district (18

du/acre)

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

du/acre)

FLU Category: MU-U, Mixed-Use Urban

Commissioner District: 3

Requested by: John Watson, Agent for Downtown Investment

Properties, LLC, Owner

Planning Board Approval

Recommendation:

Speakers: Ralph Neal

2. <u>5:45 p.m. - A Public Hearing for Consideration of Adopting an Ordinance Amending the Official Zoning Map</u>

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on August 4, 2015, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. <u>5:46 p.m. - A Public Hearing to Review an Ordinance Amending LDC Chapter</u> <u>2, Development and Compliance Review</u>

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Chapter 2, Section 2-7.2, "LDC Zoning Map and Text amendments," to clarify the procedures related to rezoning applications and requirements for board action.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. Thursday, September 24, 2015

5:45 p.m. - A Public Hearing - Density and Uses Savings Clause Ordinance

B. Thursday, October 8, 2015

1. 5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning cases heard by the Planning Board on September 1, 2015.

a. Case No.: Z-2015-12

Address: 9600 Block Tower Ridge Road

Property 01-1S-32-1000-070-003; 01-1S-32-1000-050-003; Reference No.: 01-1S-32-1000-050-004; 01-1S-32-1000-110-003;

01-1S-32-1000-080-003; 01-1S-32-1000-120-004

Property Size: 78.72 (+/-) acres

From: RMU, Rural Mixed-use district (two du/acre)

To: LDMU, Low Density Mixed-use district (seven du/acre)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner 1

District

Requested by: Kerry Anne Schultz, Agent for The Busbee Limited

Partnership and Murphy J. Jacob Trust

b. Case No.: Z-2015-13

Address: Detailed Specific Area Plan

Property Multiple

Reference No.:

Property Size: 950 (+/-) acres

From: Agricultural district (Agr), density of one dwelling unit per 20

acres and Rural Mixed-use district (RMU), density of two

dwelling units per acre.

To: Low Density Residential district (LDR), Detailed Specific

Area Plan (DSAP) Land Use Conservation Neighborhood with a maximum density of 3 dwelling units per net acre; Medium Density Residential district (MDR), DSAP Land Use Suburban Garden, with a maximum density of 10 dwelling units per acre; High Density Residential district (HDR), DSAP Land Use Traditional Garden, with a maximum density of 15 dwelling units per acre; High Density Residential district (HDR), DSAP Land Use Traditional Village, with a maximum density of 20 dwelling units per acre; High Density Mixed-use district (HDMU), DSAP Land Use Neighborhood Center, with a maximum

district (Com), DSAP Land Use Village Center, with a maximum gross floor area of 200,000 square feet.

gross floor area of 15,000 square feet; Commercial

FLU Category: AG, Agriculture and RC, Rural Community

Commissioner 5

District

Requested by: J. Dan Gilmore, Agent for Exit 3 Investments, LLC, Owner

2. 5:46 p.m. - A Public Hearing - Comp Plan Text Amendment - OBJ CIE 1.2 Five-Year Schedule - CPA-2015-07 (first of two public hearings)

- 3. 5:47 p.m. A Public Hearing CRA Overlay Standards Ordinance
- 4. 5:48 p.m. A Public Hearing Small Scale Amendment 2015-06 Saufley Field Road
- 5. 5:49 p.m. A Public Hearing SRIA Setback Ordinance (first of two public hearings)
- 6. 5:50 p.m. A Public Hearing SRIA Flood Plain Management Ordinance
- 7. 5:51 p.m. A Public Hearing Height Ordinance

COUNTY ADMINISTRATOR'S REPORT

- I. Technical/Public Service Consent Agenda
- 1. Recommendation Concerning the Request for Disposition of Obsolete Property for the State of Florida Department of Health, Escambia County Health Department John J. Lanza, MD, PhD, MPH, FAAP, Director

That the Board approve the Request for Disposition of Property Form for the State of Florida Department of Health, Escambia County Health Department, and authorize the disposition of all the assets described in the list provided. All of the assets listed are County assets held and utilized by the State of Florida Department of Health, Escambia County Health Department and have been found to be of no further usefulness to the County; thus it is requested that the items be auctioned as surplus or disposed of properly.

2. Recommendation Concerning the Request for Disposition of Vehicles for the State of Florida Department of Health, Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, Director

That the Board approve the Request for Disposition of Property Form for the State of Florida Department of Health, Escambia County Health Department, and authorize the disposition of all vehicles described on the Request Form. All of the assets listed are County assets held and utilized by the State of Florida Department of Health, Escambia County Health Department and have been found to be of no further usefulness to the County; thus it is requested that the items be auctioned as surplus or disposed of properly.

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

That the Board approve the Request for Disposition of Property Form for the State of Florida Department of Health, Escambia County Health Department, and authorize the disposition of all assets described on the Request Form. All of the assets listed are County assets held and utilized by the State of Florida Department of Health, Escambia County Health Department and have been found to be of no further usefulness to the County.

4. 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 three Request for Disposition of Property Forms for the Public Safety Department, for property described and listed on the Request Forms, with reasons for disposition stated.

5. Recommendation Concerning the Scheduling of a Public Hearing - Donald R. Mayo, Building Official/Building Services Department Director

That the Board authorize the scheduling of a Public Hearing on September 24, 2015, at 5:31 p.m., concerning the review of Amendments to an Ordinance pertaining to the Contractor Competency Board - Chapter 18, Article II, Division 2, Section 18-56 and Chapter 18, Article II, Division 3, Section 18-80, of the Escambia County Code of Ordinances.

6. Recommendation Concerning Reappointments to the BID Inspections Fund Advisory Board (IFAB) - Donald R. Mayo, Building Official/Building Services Department Director

That the Board take the following action concerning the Home Builders Association of West Florida's recommendation for reappointment of two members to the BID Inspections Fund Advisory Board (IFAB):

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

- B. Reappoint the following two members for a three-year term, beginning October 1, 2015, through September 30, 2018:
- 1. John M. Harold, Builder, J. M. Harold Construction, Inc.; and
- 2. Karen Polk Wright, Senior Vice President Commercial Banking, ServisFirst Bank.

The BID Investment Fund Advisory Board is governed under the the Escambia County Code of Ordinances Number 2004-56, Chapter 46, Article VI, Section 46-286. Members are appointed by the Board of County Commissioners with the names of individuals to be submitted by the Home Builders Association of West Florida. Members serve a three year term and may be re-appointed to serve additional terms in accordance with the Escambia County Code of Ordinances, Section 46-286(f)(2).

7. Recommendation Concerning the Adoption of a Maintenance Map for a Portion of Crary Road in Century, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning adoption of a Maintenance Map for a portion of Crary Road in Century, Florida:

- A. Adopt the Florida Department of Transportation Maintenance Map F.P. No. 4322881, for a portion of Crary Road (approximately 140 feet in length), going north off of Byrneville Road and located south of Tedder Road in Century, Florida. This map delineates the extent of County maintenance to define County property in areas where the County maintains roads without having deeded right-of-way;
- B. Approve said areas shown on the Maintenance Map for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and
- C. Authorize the Chairman or Vice Chairman to accept the Maintenance Map as of the day of delivery of the Map to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute the Map for recording at that time.
- 8. Recommendation Concerning the Request for Disposition of Property for the Public Works Department Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the eight Request for Disposition of Property Forms for the Public Works Department, listing 32 items to be disposed of properly, which are described with reasons for disposition stated. 9. Recommendation Concerning the Conveyance of a Subordination of County
Utility Interests to the Florida Department of Transportation for the State Road
95 (U.S. 29) Improvement Project - Joy D. Blackmon, P.E., Public Works
Department Director

That the Board take the following action concerning the conveyance of a subordination of County utility interests, to the Florida Department of Transportation (FDOT), for their planned improvement project for the portion of State Road 95 (U.S. 29), from Interstate 10 (I-10) to 9 1/2 Mile Road:

A. Adopt the Resolution authorizing the conveyance of a subordination of County utility interests to FDOT, for their planned improvement project for the portion of State Road 95 (U.S. 29), from Interstate 10 (I-10) to 9 1/2 Mile Road; and

B. Authorize the Chairman to execute the Subordination of County Utility Interests and the Resolution, related to this conveyance, without further action of the Board.

10. Recommendation Concerning an Appointment to the CareerSource Escarosa (Formerly Workforce Escarosa, Inc.) Board of Directors - Tonya Gant, Neighborhood and Human Services Department Director

That the Board confirm the appointment of Robert Gravley, Chairman/CEO of the Gulf Coast Veterans Advocacy Council, Inc., to the CareerSource Escarosa (formerly Workforce Escarosa, Inc.) Board of Directors, to serve as the replacement for Valera Young, who recently resigned due to a change of employment. The term of this appointment will be for three years effective September 24, 2015, through September 24, 2018.

11. Recommendation Concerning an Agreement with the Florida Department of Economic Opportunity for a Community Resiliency Initiative Pilot Project to Develop a Coastal Hazards Vulnerability Assessment and Adaptation Plan for Escambia County - Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board take the following action concerning an Agreement (Number F1128) with the Florida Department of Economic Opportunity (DEO) for a Community Resiliency Initiative Pilot Project to develop a Coastal Hazards Vulnerability Assessment and Adaptation Plan for Escambia County:

A. Approve the Agreement (Number F1128) with the Florida DEO for a Community Resiliency Initiative Pilot Project to develop a Coastal Hazards Vulnerability Assessment and Adaptation Plan for Escambia County; and

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

12. Recommendation Concerning ARCADIS U.S., Inc., Permission to Enter
Property at Saufley Construction and Demolition Debris Landfill - Patrick T.
Johnson, Waste Services Department Director

That the Board take the following action concerning the Permission to Enter Property Agreement, submitted by ARCADIS U.S., Inc., for permission to enter Saufley Construction and Demolition Debris (C&DD) Landfill, located at 5660 Saufley Field Road, Pensacola, Florida, for the purpose of environmental investigation activities by its agents, representatives, or contractors, as outlined in the agreement:

A. Approve the Permission to Enter Property Agreement, submitted by ARCADIS U.S., Inc., granting access to the Saufley C&DD Landfill, located at 5660 Saufley Field Road, Pensacola, Florida;

B. Authorize the Chairman to sign the Agreement.

13. Recommendation Concerning the Request for Disposition of Property for the Neighborhood & Human Services Department - Tonya Gant, Neighborhood & Human Services Director

That the Board approve the Request for Disposition of Property Form for the Neighborhood & Human Services Department, indicating the item to be disposed of properly, which is described and listed on the Request Form, with reason for disposition stated.

14. Recommendation Concerning the Board's Appointment of a Designee to the Community Economic Development Association of Pensacola and Escambia County, Inc., Board - Jack R. Brown, County Administrator

That the Board of County Commissioners (BCC) appoint Amy Lovoy, Escambia County Assistant County Administrator, in place of Jack R. Brown, Escambia County Administrator, as the BCC's designee to be a Governmental Entity Director on the Community Economic Development Association of Pensacola and Escambia County, Inc. (CEDA) Board, in accordance with the CEDA Bylaws, Article IV, Board of Directors, 1.2.2 Governmental Entity Director.

- II. Budget/Finance Consent Agenda
- Recommendation Concerning the Federal Fiscal Year 2015 Edward Byrne
 Memorial Justice Assistance Grant Program JAG Countywide State
 Solicitation Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Federal Fiscal Year (FY) 2015 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide - State Solicitation:

- A. Approve the following Subgrant Applications which will be submitted for funding under the Federal FY 2015 Edward Byrne Memorial Justice Assistance Grant Program JAG Countywide State Solicitation, administered by the Florida Department of Law Enforcement:
- 1. ESCAMBIA COUNTY DRUG COURT TREATMENT PROGRAM The Court Administrator's Office is seeking funding for treatment services for drug offenders. The amount of the Grant request is \$32,976. **THE APPLICATION WILL BE DISTRIBUTED UNDER SEPARATE COVER.**; and
- 2. PENSACOLA STATE COLLEGE POLICE DEPARTMENT Pensacola State College Police Department is seeking to purchase body cameras for each patrol officer in order to strengthen community/campus policing. The amount of the Grant request is \$11,175; and
- B. Authorize the Chairman, as the County's representative, to sign amendments and requests for payment or other related documents as may be required.

[Funding: The funds are made available through the Federal FY 2015 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide - State Solicitation for the period beginning October 1, 2015, and terminating September 30, 2016; there is no cost to the County]

2. Recommendation Concerning the Agreement between the First Judicial Circuit of Florida and Escambia County for the Existing Veterans Court Coordinator Position - Will Moore, Trial Court Administration, Admin Services Manager

That the Board take the following action concerning the Agreement between the First Judicial Circuit of Florida and Escambia County for the Existing Veterans Court Coordinator Position:

- A. Approve the Agreement for the Funding of Court Personnel between the First Judicial Circuit of Florida and Escambia County, Florida, for the existing Veterans Court Coordinator Position as outlined in Exhibit "A"; and
- B. Authorize the Chairman to sign the Agreement.

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

3. Recommendation Concerning State Road 30 (US 98) Navy Boulevard - State Environmental Impact Report - Joy D. Blackmon, P.E., Public Works

Department Director

That the Board take the following action concerning State Road (SR) 30 (US 98) Navy Boulevard - State Environmental Impact Report (SEIR):

- A. Adopt and authorize the Chairman to sign the Resolution supporting the procurement of consultant services to develop an SEIR for SR 30 (US 98), Navy Boulevard, from SR 295 (New Warrington Road) to Bayou Chico Bridge, Project # 216830-2-22-01);
- B. Approve and authorize the Chairman to sign the Locally Funded Agreement (LFA), between the State of Florida Department of Transportation and Escambia County, (Project #218630-2-22-01); and
- C. Approve and authorize the Chairman to sign the Three Party Escrow Agreement

[Funding: Local Option Sales Tax: \$1,500,000 (Fund 352, LOST III; Funding Source 220102)]

4. Recommendation Concerning the Public Transportation Supplemental Joint
Participation Agreement Number 1, Providing Fiscal Year 2015/2016 Funding
to Escambia County Area Transit for the Transit Urban Corridor Project on
Davis Highway - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation, Public Transportation Supplemental Joint Participation Agreement (JPA), Number 1, Financial Project Number 4222601 84 01, providing Fiscal Year 2015/2016 funding to Escambia County Area Transit (ECAT) for the Transit Urban Corridor Project on Davis Highway:

- A. Approve the Supplemental JPA Number 1, Financial Project Number 4222601 84 01, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$420,000, for Fiscal Year 2015/2016 funding to ECAT for the Transit Urban Corridor Project on Davis Highway;
- B. Adopt the Resolution authorizing the acceptance and application of these funds; and
- C. Authorize the Chairman to execute the Resolution, Public Transportation Supplemental JPA, and all other required documents pertaining to this JPA, including Notifications of Funding, without further action of the Board.

With the Davis Highway north/south corridor considered one of the most traffic-congested areas in the Pensacola area, the Florida Department of Transportation has agreed to continue funding the Transit Urban Area Corridor Project to increase mass transit service in an effort to alleviate the current traffic congestion. The JPA will provide mass transit operations funding for ECAT in Fiscal Year 2015/2016. Funds are allocated to mass transit systems by FDOT annually and must be accepted by the receiving agency.

[Funding: Funds are budgeted in Fund 104, "Mass Transit"]

5. Recommendation Concerning the Pensacola Beach Congestion Management
Plan and the Pensacola Beach Master Plan Drainage Projects - Joy D.
Blackmon, P.E., Public Works Department Director

That the Board consider the following action concerning the Pensacola Beach Congestion Management Plan and the Pensacola Beach Master Plan Drainage Projects:

A. Authorize the transfer of funds from the Local Option Sales Tax (LOST) Reserves Cost Center 110267 to the Transportation and Drainage Cost Center 210107, in the amount of \$450,000, to fund the Pensacola Beach Congestion Management Plan;

- B. Authorize the transfer of funds from the LOST Reserves Cost Center 110267 to the Transportation and Drainage Cost Center 210107, in the amount of \$1,250,000, to fund the Pensacola Beach Master Plan Drainage Projects; and
- C. Authorize the Public Works staff to begin the Request for Letters of Intent (RLI) purchasing procurement process for the Pensacola Beach Congestion Management Plan and to begin the purchasing procurement process for the Pensacola Beach Master Plan Drainage Projects.

[Funding: It is anticipated that the Congestion Management Plan will cost \$450,000, and the design and construction of the Master Plan Drainage Projects will cost \$1,250,000, which would decrease the LOST Reserves Cost Center 210107 by \$1,700,000]

6. Recommendation Concerning Speed Reduction on Multiple Roadways - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the filing of traffic restrictions - speed reduction, per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

A. Adopt the Resolution establishing the speed limit for the reduction in speed, from 30 miles per hour to 25 miles per hour, for the following roadway segments:

- 1. Bucklebury Drive, from Kingsport Avenue to end of road (D2);
- 2. Bradfield Drive, from Weller Avenue to Kingsport Avenue (D2); and
- 3. Boxford Court, from Bradfield Drive to end of road (D2); and
- B. Authorize the Chairman to sign the Resolution.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations]

7. Recommendation Concerning the Purchase of One Truck, Cabover Style Crew Cab & Chassis, Dual Rear Wheel for the Road Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the county to award a Purchase Order to Ward International Trucks, in the amount of \$57,100 for one 2016 Isuzu Cabover Style Crew Cab & Chassis, Dual Rear Wheel Truck, for the Road Division, according to the specifications of VE14-15.031.

The Purchasing Department posted the request on the Escambia County Website for 30 days, beginning July 21, 2015. One additional responsive quote was obtained from Ward International Trucks, Pensacola.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 56401]

8. Recommendation Concerning the Purchase of Two 3/4 Ton Crew Cab Pickup
Trucks for the Road Division - Joy D. Blackmon, P.E., Public Works
Department Director

That the Board authorize the county to utilize the Florida Sheriff's Association Contract #14-22-0904 and award a Purchase Order to Duval Ford, in the amount of \$70,920, for two 2016 Ford F250 3/4 Ton 2WD Crew Cab Pickup Trucks for the Road Division, according to the specifications of VE14-15.033.

The Purchasing Department posted the request on the Escambia County Website for 30 days, beginning July 21, 2015. No other responsive quotes were received.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 56401]

9. Recommendation Concerning Supplemental Budget Amendment #228 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #228, Escambia Restricted Fund (101), in the amount of \$4,500, to recognize reimbursements the County will be receiving from the Southeastern States Manhunt Field Trial Teams, and to appropriate these funds for related operational expenses.

10. <u>Recommendation Concerning Supplemental Budget Amendment #231 - Stephan Hall, Budget Manager, Management and Budget Services</u>

That the Board adopt the Resolution approving Supplemental Budget Amendment #231, General Fund (001), in the amount of \$147,187, to recognize the Sheriff's Department off-duty officer, insurance, firing range, and miscellaneous reimbursements/fees, and to appropriate these funds for the purchase of computer security software to support the Sheriff's law enforcement activities in Escambia County.

11. <u>Recommendation Concerning Supplemental Budget Amendment #233</u>
- <u>Stephan Hall, Budget Manager, Management and Budget Services</u>

That the Board adopt the Resolution approving Supplemental Budget Amendment #233, Transportation Trust Fund (175), in the amount of \$67,600, to recognize revenue over budget from the Road Prison Inmate Commissary, and to appropriate these funds to pay the food services vendor and other Commissary vendors, due to increased inmate population for the remainder of Fiscal Year 2014-2015.

12. Recommendation Concerning Reduction of the Minimum Bid Required for Sale of Surplus Real Property Located at 106 Brandon Avenue - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning reduction of the minimum bid required for sale of surplus real property located at 106 Brandon Avenue, due to the Property Appraiser's reassessed value:

A. Authorize the sale of surplus real property located at 106 Brandon Avenue, Account Number: 08-1223-000, Reference Number: 50-2S-30-5060-020-006, to the bidder with the highest offer received at or above the reassessed minimum bid of \$9,500, in accordance with Section 46.134, of the Escambia County Code of Ordinances, without further action of the Board; and

- B. Authorize the Chairman to sign all documents related to the sale.
- 13. Recommendation Concerning Reduction of the Minimum Bid Required for Sale of Surplus Real Property Located at 20 West Washington Street Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning reduction of the minimum bid required for sale of surplus real property located at 20 West Washington Street, due to the Property Appraiser's reassessed value:

A. Authorize the sale of surplus real property located at 20 West Washington Street, Account Number: 08-1479-000, Reference Number: 51-2S-30-6000-000-008, to the bidder with the highest offer received at or above the reassessed minimum bid of \$5,422, in accordance with Section 46.134, of the Escambia County Code of Ordinances, without further action of the Board; and

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

14. Recommendation Concerning Reduction of the Minimum Bid Required for Sale of Surplus Real Property Located at 2400 North "S" Street - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning reduction of the minimum bid required for sale of surplus real property located at 2400 North "S" Street, due to the Property Appraiser's reassessed value:

A. Authorize the sale of surplus real property located at 2400 North "S" Street, Account Number: 06-2114-000, Reference Number: 17-2S-30-1500-019-026, to the bidder with the highest offer received at or above the reassessed minimum bid of \$4,505, in accordance with Section 46.134, of the Escambia County Code of Ordinances, without further action of the Board; and

- B. Authorize the Chairman to sign all documents related to the sale.
- 15. Recommendation Concerning Reduction of the Minimum Bid Required for Sale of Surplus Real Property Located at 1011 West Desoto Street Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning reduction of the minimum bid required for sale of surplus real property located at 1011 West Desoto Street, due to the Property Appraiser's reassessed value:

A. Authorize the sale of surplus real property located at 1011 West Desoto Street, Account Number: 15-0429-000, Reference Number: 00-0S-00-9060-011-034, to the bidder with the highest offer received at or above the reassessed minimum bid of \$3,622, in accordance with Section 46.134, of the Escambia County Code of Ordinances, without further action of the Board; and

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

16. Recommendation Concerning Reduction of the Minimum Bid Required for Sale of Surplus Real Property Located at 240 Juniper Street - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning reduction of the minimum bid required for sale of surplus real property located at 240 Juniper Street, due to the Property Appraiser's reassessed value:

A. Authorize the sale of surplus real property located at 240 Juniper Street, Account Number: 12-3533-360, Reference Number: 02-4N-33-4101-000-008, to the bidder with the highest offer received at or above the reassessed minimum bid of \$1,097, in accordance with Section 46.134, of the Escambia County Code of Ordinances, without further action of the Board; and

- B. Authorize the Chairman to sign all documents related to the sale.
- 17. Recommendation Concerning the Annual Certified Budget for the Mosquito Control Division, Fiscal Year 2015-2016 Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board take the following action concerning annual Grant funding received from the Florida Department of Agriculture and Consumer Services for Mosquito Control:

- A. Approve the Fiscal Year 2015-2016 Annual Certified Budget for the Mosquito Control Division, Natural Resources Management; and
- B. Authorize the Chairman to sign the Budget.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, State One Funds]

18. Recommendation Concerning the 4-H Club Toilet Building - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board award Contract PD 14-15.073, for the construction of the 4-H Club Toilet Building, to Zechiel Construction, in the amount of \$78,750.

In May 2014, the Board entered into a Memorandum of Understanding with UF/IFAS Extension Service and the Escambia County 4-H Foundation, wherein the Board allocated Local Option Sales Tax (LOST) funds to construct a restroom facility on the property at 5600 Chalker Road.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56301, Project #14PF2695]

19. Recommendation Concerning Main Jail Admission, Classification, and Release Modifications - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board award Contract PD 14-15.076, for Main Jail Admission, Classification, and Release (ACR) Modifications, to Berkshire Johnstone, LLC, in the base bid amount of \$171,000, including add Alternate #1, Cased Opening at \$2,400, for a total award of \$173,400.

[Funding: Fund 352, LOST III, Cost Center 290407, Object Code 56201, Project #14SH2728]

20. Recommendation Concerning Change Order #4 to Purchase Order No.

141508, for Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #4 to Purchase Order No. 141508, Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., (d/b/a SCS Engineers), in the amount of \$79,794, per the Terms and Conditions of the continuing Contract PD 13-14.038, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill, and per Florida Statute Chapter 287_055:

Department:	Waste Services
Division:	Engineering & Environmental Quality
Type:	Addition
Amount:	\$79,794
Vendor:	SCS Engineers, Inc.
Project Name:	Professional Services to Provide Title V Compliance Reporting for Perdido Landfill
Contract:	PD 13-14.038
Purchase Order (PO)#:	141508
Change Order (CO)#:	4
Cost Center for CO:	230304
Original PO Amount:	\$102,400
Cumulative Amount of Change Orders thru #4:	\$91,418
New PO Total:	\$193,818

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101]

21. <u>Recommendation Concerning the Humana Specialty Benefits Vision Care</u> <u>Contract - Thomas G. "Tom" Turner - Human Resources Department Director</u>

That the Board take the following action concerning the renewal of the Humana Specialty Benefits Vision Care Contract:

A. Approve the adjustment to the present Contract with Humana Specialty Benefits Vision Care at reduced rates and added additional benefits; and

B. Authorize the County Administrator to sign the Humana Specialty Benefits Annual Renewal Information letter.

22. Recommendation Concerning Approval of the Workforce Escarosa (d/b/a CareerSource Escarosa) Fiscal Year 2015-2016 Budget - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action:

A. Adopt and authorize the Chairman to sign a Resolution supporting CareerSource Escarosa's request to waive the ITA/Training Expenditure requirement of 50% and to establish the ITA/Training Expenditure requirement at 35%. Due to the requirement of an indirect cost rate and the method used to determine the rate funds for Fiscal Year (FY) 2015-2016, training fund allocations will be significantly impacted as to what services may be reduced or no longer available for the approximately 500 students per semester, projected to be served with program funds; and

B. Approve the CareerSource Escarosa FY 2015-2016 Budget, in the amount of \$6,474,286.

23. Recommendation Concerning the Purchase of One Cabover Style, Regular Cab Chassis, Dual Rear Wheel Truck for the Road Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the County to award a Purchase Order to Ward International Trucks, in the amount of \$53,400, for one 2016 Isuzu Cabover Style, Regular Cab & Chassis, Dual Rear Wheel Truck, for the Road Division, according to the specifications of VE14-15.032.

The Purchasing Department posted the request on the Escambia County Website for 30 days, beginning July 21, 2015. One additional responsive quote was obtained from Ward International Trucks, Pensacola.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 56401]

24. Recommendation Concerning the Contract for Blue Springs/Crescent Lake
April 2014 Flood Emergency Repairs - Joy D. Blackmon, P.E., Public Works
Department Director

That the Board take the following action concerning the Contract PD 13-14.072, Blue Springs/Crescent Lake April 2014 Flood Emergency Repairs:

A. Approve June 5, 2015, as the date of Substantial Completion for this project; and

B. Approve assessing liquidated damages to the contractor, Hewes and Company, LLC, in the amount of \$21,000, per the terms of Contract PD 13-14.072, Blue Springs/Crescent Lake April 2014 Flood Emergency Repairs.

[Funding: Funds are available in Fund 112, "Disaster Recovery Fund," Cost Center 330492, Object Code 56301, Project #ESCPW17]

III. For Discussion

1. Recommendation Concerning the Escambia-Pensacola Human Relations
Commission - Jack R. Brown, County Administrator

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

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Ebbin Spellman, for a two-year term, effective retroactively August 17, 2015, through August 16, 2017;

OR

- B. Appoint one of the following applicants for a two-year term, effective September 3, 2015, through September 2, 2017;
- 1. Brandon J. Hollins;
- 2. Kathleen Nolde-Martin;
- 3. Megan N. Walters; or
- 4. Ava Abney.
- 2. Recommendation Concerning the Donation of a Dodge Durango to the Escambia County Healthy Start Coalition - Commissioner Steven Barry, District 5

That the Board adopt and authorize the Chairman to sign the Resolution authorizing the donation of a 2000 Dodge Durango, Vin #1B4HR28Y3YF268819, to the Escambia County Healthy Start Coalition, a not-for-profit Florida Corporation.

3. Recommendation Concerning Two Parcels of Real Property (With Improvements) Located at 6511 North "W" Street and 952 Marcus Pointe Boulevard - 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 to 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 two parcels of real property (with improvements). The two parcels are located at 6511 North "W" Street (owned by McVay Motors, Inc.) and 952 Marcus Pointe Boulevard (owned by William Harvey Cardwell). These parcels could be utilized by the Public Safety Department for additional vehicle repair and storage space.

[Funds for meeting the requirements of Section 46-139, Escambia County Code of Ordinances are available in Funding Source: Fund 408, Emergency Services, Cost Center 330302, EMS Operations, Object Code 53101]

COUNTY ATTORNEY'S REPORT

- I. For Action
- 1. Recommendation Concerning Property Assessed Clean Energy (PACE) Financing Programs Florida Green Finance Authority.

That the Board adopt a resolution authorizing the creation of the Florida Green Energy Works program pursuant to the Party Membership Agreement with the Florida Green Finance Authority.

2. Recommendation Concerning the Scheduling of a Public Hearing to Consider Adopting the Santa Rosa Island Authority Buildings and Building Regulations
Ordinance Creating Sections 14-61 through 14-65 of Chapter 14, Article III of the Escambia County Code of Ordinances

That the Board authorize the scheduling of a Public Hearing for September 24, 2015, at 5:32 p.m. for consideration of adopting an Ordinance creating sections 14-61 through 14-65 of Chapter 14, Article III, Buildings and Building Regulations, applicable to Pensacola Beach under the control of the Santa Rosa Island Authority.

3. Recommendation Concerning Adopting the Local Option Fuel Tax Resolution and Authorizing the Chairman to Sign the Letter to the Department of Revenue

That the Board take the following action:

- A. Adopt the Local Option Fuel Tax Resolution listing the distribution formula for dividing the proceeds of this tax as allowed under section 336.025(4)(a), Fla. Stat.; and
- B. Authorize the Chairman to sign the letter to the Department of Revenue with a copy of Escambia County's Ordinance 2015-26 and the Resolution adopting the distribution formula.

[RESOLUTION AND LETTER TO BE DISTRIBUTED UNDER SEPARATE COVER]

II. For Information

1. Recommendation Concerning Helen P. Scarbrough and Linda H. Dunson
Banta v. Escambia County Board of County Commissioners, Case No.: 17
2015 CA 000399

That the Board accept the following informational report concerning *Helen P. Scarbrough and Linda H. Dunson Banta v. Escambia County Board of County Commissioners*, Case No.: 17 2015 CA 000399.

- 11. Items added to the agenda.
- 12. Announcements.
- 13. Adjournment.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8850 Proclamations 7.

BCC Regular Meeting

Meeting Date: 09/03/2015

Issue: Adoption of Proclamations

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Jeremy Fowler, Maintenance Technician, Facilities Management Department, Maintenance Division, on his selection as "Employee of the Month" for September 2015; and

B. The Proclamation proclaiming September 2015 as "Library Card Sign-Up Month" in Escambia County and calling upon all residents of this great County to join us in utilizing the West Florida Public Libraries.

BACKGROUND:

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

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

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

BUDGETARY IMPACT:

The Employee of the Month Award Program will cost \$250 per month; the Employee of the Year Award Program will cost \$500 per year. Funding is available through Fund 001, General Fund, Cost Center 150101, Object code 55201.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department and the County Administrator's Office will work together to coordinate this program.

Attachments

Proclamations

PROCLAMATION

WHEREAS, Escambia County has established an "Employee of the Month Program" to recognize one employee to represent the various departments; and

WHEREAS, Jeremy Fowler, a Maintenance Technician in the Maintenance Division of the Facilities Management Department, began his employment with the County on January 19, 2010, and is selected for "Employee of the Month" for September 2015, for the standards of excellence that he displays in the performance of his duties; and

WHEREAS, Mr. Fowler is responsible for the maintenance and repair of the Jail's Phase 1 first floor, the kitchen, kitchen equipment, and commissary, and because of his technical knowledge of maintenance and repair materials, he procures material for other maintenance personnel assigned to the jail. He also provides assistance in Phase I-4 North when necessary and stands the Leonard Street "On-Call" and Weekend Watches on a rotational basis; and

WHEREAS, due to his direct hands-on knowledge of how a steam system operates, Mr. Fowler was able to assist the A&E firm to develop an upgrade project for the Jail's condensate piping system, which includes the boilers located in the Jail's Boiler Room that provide heat for some of the kitchen cooking equipment; and

WHEREAS, Mr. Fowler is assigned to Disaster Preparedness Damage Assessment Group #11, and should a catastrophic event occur, would be responsible for conducting damage assessment inspections of several buildings, including the Employee Health Clinic, Court Administration, County Probation, the Dorrie Miller Community Center, Maxwell Street Maintenance, and the Re-Build Northwest Florida Building, to determine if each is safe and can be used by the citizens of Escambia County to conduct business with the County; and

WHEREAS, Mr. Fowler interacts daily with personnel from the Board of County Commissioners'
Correctional Department, provides assistance in maintenance matters to any contractors working in his area, and is a highly dedicated professional who works diligently to provide outstanding customer service; and

WHEREAS, Mr. Fowler was nominated and selected by his fellow employees as the Facilities Management's Employee of the Month for July 2015 with the theme – "Good Work Ethic." A powerful work ethic to never quit or settle for mediocrity in customer service makes Mr. Fowler an invaluable asset to the Department and the citizens of Escambia County.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Jeremy Fowler on his selection as the "Employee of the Month" for September 2015.

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: September 3, 2015

PROCLAMATION

WHEREAS, National Library Card Sign-Up Month is a national observance sponsored by the American Library Association and libraries across the country; and

WHEREAS, observed annually during the month of September since 1987, National Library Card Sign-Up Month is a time when the American Library Association and libraries across the country remind parents that a library card is the most important school supply of all, because children who use the library perform better in school; and

WHEREAS, during National Library Card Sign-Up Month, the West Florida Public Libraries, along with other libraries across the nation, will promote the use of the library services they offer to all patrons, both children and adults, such as storytelling, programs, discussion groups, computer literacy courses, information to help improve reading skills, access to books, audiobooks, movies, music, and much more; and

WHEREAS, 495,824 people have visited their West Florida Public Libraries and checked out 593,112 items, and more than 128,000 people have used the computers and free internet connections, and more than 18,000 residents have attended free programs at their local library since October, 2015; and

WHEREAS, the library's resources provide the opportunity to become an informed citizen, create young readers, satisfy curiosity, stimulate imagination, and enable citizens to become information fluent and explore their roots by learning about genealogy and local history; and

WHEREAS, a library card issued to residents is a beneficial means to gain access to these resources; and

WHEREAS, Escambia County and the West Florida Public Libraries staff encourage the use of library cards by residents of the County; and

WHEREAS, the West Florida Public Libraries want to make sure that all children, teens, and adults have the "coolest card" of all – a library card.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, hereby proclaims September 2015 as "Library Card Sign-Up Month" in Escambia County and calls upon all residents of this great County to join us in utilizing the West Florida Public Libraries.

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: September 3, 2015



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8897 Public Hearings 9.

BCC Regular Meeting

Meeting Date: 09/03/2015

Issue: 5:31 p.m. Ordinance amending Chapter 42, Section 42-66 of the

Escambia County Code of Ordinances

From: Kerra Smith, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending Chapter 42, Section 42-66 of the Escambia County Code of Ordinances to clarify the firearms exemption to the County Noise Abatement Ordinance.

<u>Recommendation:</u> That the Board adopt an Ordinance amending Chapter 42, Section 42-66 of the Escambia County Code of Ordinances to clarify the firearms exemption to the County Noise Abatement Ordinance.

BACKGROUND:

At its August 20, 2015 meeting, the Board approved setting the Public Hearing for consideration of adopting the above-referenced ordinance.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This proposed Ordinance was drafted by Assistant County Attorney, Kerra A. Smith.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State. A copy of the ordinance will also be provided to the Escambia County Sheriff's Office and the State Attorney's Office for enforcement.

Attachments

Ordinance
Proof of Publication

ORDINANCE 2015-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA; AMENDING PART 1 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, AS AMENDED, AMENDING CHAPTER 42, ARTICLE III, "NOISE," SECTION 42-66, "EXEMPTIONS," TO CLARIFY THE FIREARMS EXEMPTION TO THE COUNTY NOISE ABATEMENT ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article II, Section 7, of the Constitution of the State of Florida requires adequate laws for the abatement of excessive and unnecessary noise; and,

WHEREAS, Section 125.01, Florida Statutes, authorizes the Board of County Commissioners to exercise all powers and privileges not specifically prohibited by law, and perform any lawful acts that are in the common interest of the people of the county; and,

WHEREAS, the Board of County Commissioners has determined that clarifying the firearms exemption to the County Noise Abatement Ordinance serves an important public purpose and is in the best interest of the County and its citizens;

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

<u>SECTION 1.</u> Chapter 42, Article III, Section 42-66(j) of the Escambia County Code of Ordinances is hereby amended as follows:

Sec. 42-66. Exemptions.

Sounds caused by the following are exempt from the prohibitions set out in sections 42-64 and 42-65 and are in addition to the exemptions specifically set forth in section 42-65:

Firearms. Noise caused by the discharge of firearms. However, this exemption
This section exempts only noise resulting directly from the actual expulsion of
a projectile from a firearm and shall not be construed to extend to noise from
explosions, detonations, or other vociferous eruptions caused by a projectile
strike or authorize the discharge of any firearm in contravention of state law.

SECTION 2. SEVERABILITY.

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

SECTION 3. INCLUSION IN THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2015); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. EFFECTIVE DATE.

This	Ordinance shall become effec	tive upon filing wit	h the Department of State.
DON	E AND ENACTED this	day of	, 2015.
			OUNTY COMMISSIONERS BIA COUNTY, FLORIDA
		By:Steven	Barry, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court By:		Approved as to form and legal sufficiency. By/Title: Attack ful Court Attack Date:
(SEAL)	Deputy Clerk		Date: () 8/27/15

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared Veronica De Voe-Goldsmith who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

Notice of Intent

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

AUGUST 23rd, 2015

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

Sworn to and subscribed before me this 25TH day of AUGUST, 2015, by Veronica De Voe-Goldsmith, who is personally known to me.

Michel M. Potter

Affiant

Notary Public

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on September 3, 2015 at 5:21 p.m. in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA; AMENDING PART 1 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, AS AMENDED, AMENDING CHAPTER 42, ARTICLE III, "NOISE," SECTION 42-66, "EXEMPTIONS," TO CLARIFY THE FIREARMS EXEMPTION TO THE COUNTY NOISE ABATEMENT ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

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

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Legal No. 1646325 1T August 23, 2015

MICHELE M. POTTER Notary Public - State of Florida Comm. Expires June 30, 2018 Comm. No. FF 137644 Al-8882 Clerk & Comptroller's Report 10. 1.

BCC Regular Meeting Consent

Meeting Date: 09/03/2015

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. Closing documents relating to the sale of real property, located at 2708 West Bobe Street, to Yolanda J. Ortiz, as approved by the Board on April 20, 2006, and February 4, 2010, and received in the Clerk to the Board's Office on August 11, 2015; and

B. Closing documents relating to the sale of real property, located at 6622 Hampton Road, to Larry Williams, Sr., as approved by the Board on November 15, 2012, and April 2, 2013, and received in the Clerk to the Board's Office on August 17, 2015.

Attachments

Closing Documents



INTER-OFFICE MEMORANDUM

TO: Liz Carew, Deputy Clerk to the Board

FROM: Beth Larrie Administrative Assistant to

Stephen G\West, Senior Assistant County Attorney

DATE: August 11, 2015

RE: Sale of Surplus Property; 2708 W. Bobe Street

BCC Approved: 4/20/2006 & 2/4/2010

The real property closing for the County's sale of property at 2708 W. Bobe Street has been completed. Attached are the below listed documents for filing with the Board records.

- 1. Copy of deed from the County to Yolanda J. Ortiz recorded in OR Book 7389 at page 636.
- 2. Original Settlement Statement.
- 3. Original Satisfaction of Conditions Precedent to Closing.
- 4. Original Contract for Sale and Purchase.

If you have any questions, do not hesitate to give me a call.

/el

Attachments

cc: Tara Cannon, OMB, Property Division Lorraine Hudson, Clerk's Finance Division

2015 AUG 11 P 3: 4-3

This document was prepared by: Stephen G. West, Senior Assistant County Attorney Escambia County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, Florida 32502 (850) 595-4970

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015060963 08/11/2015 at 02:31 PM
OFF REC BK: 7389 PG: 636 - 636 Doc Type: D1
RECORDING: \$10.00 Deed Stamps \$11.20

STATE OF FLORIDA COUNTY OF ESCAMBIA

DEED

THIS DEED is made this <u>like</u> day of <u>Hugus T</u>, 2015, by 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 (Grantor), and Yolanda J. Ortiz, whose mailing address is 2001 W. Nine Mile Road #13, Pensacola, Florida 32584 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of One Thousand Five Hundred and Eighteen Dollars (\$1,518.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following described land in Escambia County, Florida:

Lot 15, Block 55, Hazelhurst, a subdivision of Lot 4, and part of Lots 3 & 5, in Section 17, and Lots 3 & 4, Section 31, Township 2 South, Range 30 West, Escambia County, Florida, as more particularly described in O.R. Book 2701, page 569, public records of Escambia County, Florida.

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2015 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided 3/4 interest in, and title in and to an undivided 3/4 interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

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

Clerk of the Circuit Court

Steven Barry, Chairman

Date Executed

BCC Approved: 4/20/2006 & 2/4/2010

Pam Childers

ATTEST:

Settlement Statement

BUYER: Yolanda J. Ortiz

SELLER: Escambia County, Florida

PROPERTY: 2708 W. Bobe Street (Account No. 06-1481-000)

DATE: August 11, 2015

CLOSING EXPENSES

		Paid from E Funds at Se		Paid from SELLER'S Funds at Settlement
2015 Ad Valorem Taxes (prorated)		P	ос	EXEMPT
Recording Fees:	Deed (1 page)	\$	10.00	
Documentary Stamp	Tax: Deed (.70 per \$100)		\$11.20	\$ -
Title Insurance		P	oc	
Seller's Attorney Fees		\$	230.00	
TOTAL CLOSING EXPENSES:		\$	251.20	\$ -
Purchase Price due from Buyer Less Bid Deposit Purchase Price due from Buyer		\$ \$ \$	1,518.00 151.80 1,366.20	
TOTAL AMOUNT TO	O CLOSE	\$	1,617.40	\$ -

THE UNDERSIGNED CLOSING ATTORNEY REPRESENTS THE SELLER IN THIS TRANSACTION AND DOES NOT UNDERTAKE TO PROVIDE ADVICE OR LEGAL REPRESENTATION TO THE BUYER.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

SELLER:

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

Steven Barry, Chairman

ATTEST: Pam Childers

Clerk of the Circuit Cour

Deputy Clerk

BCC Approved: 4/20/2006 & 2/4/2010

Date Executed

8/11/2015

Witness Print Name Witness Witness Print Name	Yolanda J. Ontz Yolanda J. Ontz St. 15 Yolanda S. Citic Ac RoseAn Stoker)
DISBURSEMENTS Notary My Col	OSE ANNE STOKES Public - State of Florida mm. Expires Jun 3, 2018 imission # FF 119522 \$ \$	1,617.40 - 1,617.40
Amounts Disbursed to: Pam Childers, Clerk of Court (Doc Stamps & Recording Escambia County, Florida (Purchase Price & Seller's A Total Disbursed: Stephen G. West, Senior Assistant County Attorney		21.20 1,596.20 1,617.40

SATISFACTION OF CONDITIONS PRECEDENT TO CLOSING

The undersigned parties acknowledge that all contingencies in the Contract for Sale and Purchase have been satisfied or waived.

Executed by Seller on the <u>Lt</u> day o	of August, 2015.
	SELLER: ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS
ATTEST: Pam Childers Clerk of the Circuit County Deputy Clerk BCC Approved: 4/20/2006 & 2/4/2010	Steven Barry, Chairman
To a representation of the same	
Executed by Buyer on the day o	of August, 2015.
Į.	tate of the foregoing instrument was acknowledged this the foregoing instrument was acknowledged that he she signed the instrument voluntarior the authorse expressed in it.
	rent trace cophiamic Commissioned Name of Norary Public



AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this day of _________, 2015, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Yolanda J. Ortiz, whose address is 2001 West Nine Mile Road, #13, Pensacola, Florida 32584 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:

Lot 15, Block 55, Hazelhurst, a subdivision of Lot 4, and part of Lots 3 & 5, in Section 17, and Lots 3 & 4, Section 31, Township 2 South, Range 30 West, Escambia County, Florida, as more particularly described in O.R. Book 2701, Page 569, public records of Escambia County, Florida.

Parcel ID No. 17-2S-30-1300-015-055

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on April 20, 2006 and February 4, 2010, Seller approved the sale of the Property; and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

- 1. <u>Agreement to Sell and Purchase</u>. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
- 2. <u>Purchase Price and Method of Payment</u>. The purchase price for the Property is One Thousand Five Hundred and Eighteen Dollars (\$1,518.00) and must be paid by certified or official check at closing.
- 3. <u>Evidence of Title</u>. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title insurance commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

- 4. <u>Survey</u>. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.
- 5. <u>Financing</u>. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.
- 6. <u>Possession</u>. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.
- 7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represent that it is a knowledgeable buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and

Buyer accept the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. <u>Right to Inspect Property</u>. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer consider necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

- 9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 10. <u>Conveyance of Property</u>. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:
 - a. Ad valorem real property taxes and assessments for the year 2015 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

b. Reservation of an undivided ¾ interest in, and title in and to an undivided ¾ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided ½ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accept title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

- 11. <u>Closing</u>. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 30 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.
- 12. <u>Costs and Expenses at Closing</u>. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
	XDeed Documentary Stamps
	XSurvey, if any
	XRecording (Deed)
	XCounty Attorney's Fees (Document Preparation)
	XTitle Insurance, if any
<u>_</u>	XStructural and Environmental Inspections, if any
	XReal Estate Professional Fee or Commission, if any

- 13. <u>Taxes, Fees, and Charges</u>. Taxes, fees and charges will be paid as follows:
 - a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

- b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.
- 14. <u>Conditions Precedent to Closing</u>. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:
 - a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.
 - b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.
 - c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
 - d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
 - e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
 - f. The results of inspections, investigations and inquiries Buyer have made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer are entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

- 15. <u>Assignability</u>. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.
- 16. <u>Litigation and Attorneys' Fees</u>. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.
- 17. <u>Time of the Essence</u>. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.
- 18. <u>Counterparts</u>. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.
- 19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.
- 20. <u>Integrated Agreement, Waiver and Modification</u>. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.
- 21. <u>Brokerage</u>. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed in connection with the sale and purchase contemplated in the Agreement.
- 22. <u>Default and Termination</u>. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.
- 23. <u>Notices</u>. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the

Seller and Buyer at the following addresses:

TO THE SELLER:

Escambia County County Administrator 221 Palafox Place Pensacola, Florida 32502 TO THE BUYER:

Yolanda J. Ortiz 2001 West Nine Mile Road, #13 Pensacola, FL 32584

WITH A COPY TO:

County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

- 24. <u>Further Assurances</u>. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.
- 25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.
- 26. <u>Risk of Loss</u>. The risk of loss to the property is the responsibility of Seller until closing.
- 27. <u>Property Tax Disclosure Summary.</u> Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.
- 28. <u>Miscellaneous</u>. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

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

ATTEST: Pam Childers

Clerk of the Circuit Court

Steven Barry, Chairman

Deputy Clerk

BCC Approved: 4/20/2006 & 2/4/2040 AMRIA COMMISSION AMRIA COMPISSION AMRIA CO

Date Executed

BCC Approved: 4/20/2006 & 2/4/2010

BUYER:

Print Name Mario Pracina

Witness Koldan Stoker
Print Name Rose Anne Stokes

rolanda A Ortiz

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of ______, 2015, by Yolanda J. Ortiz. She (_) is personally known to me, or (_) has produced current ______ as identification.

Signature of Notary Public

Printed Name of Notary Public

ROSE ANNE STOKES
Notary Public - State of Florida
My Comm. Expires Jun 3, 2018
Commission # FF 119522

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-17. Approval of Various Consent Agenda Items Continued
 - 8. Taking the following action concerning approval of the Fiscal Year 2005-2006 1745 Miscellaneous Appropriations Agreement for Sertoma's Fourth of July:
 - A. Approving the Miscellaneous Appropriations Agreement between Escambia County and Sertoma's Fourth of July, in the amount of \$25,000, to be paid from the General Fund 001. Cost Center 110201, Account 58211;
 - B. Authorizing the Chairman to sign the Agreement and all other necessary documents: and
 - C. Authorizing the execution of the necessary Purchase Order.
 - 9. Taking the following action concerning the surplus and sale of real properties located at 1745 1004 West Hatton Street, 2708 West Bobe Street and 1117 West Yonge Street:

- A. Declaring surplus the Board's real properties, acquired by foreclosures, located as follows (a legal notice will be posted in the Pensacola News Journal for two weeks stating that the County will be accepting bids by sealed bid):
 - (1) 1004 West Hatton Street, Account Number 062867500, Reference Number 18-2S-30-6000-140-041:
 - (2) 2708 West Bobe Street, Account Number 061481000, Reference Number 17-2S-30-1300-015-055; and
 - (3) 1117 West Yonge Street, Account Number 062159800, Reference Number 17-2S-30-1600-190-018;

Item A. (3) - this item rescinded and further action taken. See page 42 of the March 26, 2007, Minutes.

- B. Authorizing the sale of these properties to the highest offer above the minimum bid of \$3,482.28 for 1004 West Hatton Street, \$21,935.79 for 2708 West Bobe Street and \$2,932.24 for 1117 West Yonge Street, plus any outstanding taxes due, received from sealed bid, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and
- C. Authorizing the Chairman to sign all documents related to these sales.

Page 19 of 26 lfc 4/20/2006

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 1-18. Approval of Various Consent Agenda Items Continued
 - Taking the following action concerning the reduction of the minimum bid required for the sale of real property located at 2708 West Bobe Street due to the Property Appraiser's reassessed value:
 - A. Authorizing the sale of the Board's surplus real property, Account Number 06-1481-000, Reference Number 17-2S-30-1300-015-055, acquired by governmental foreclosure, to the bidder with the highest offer above the minimum bid of \$3,526, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and
 - B. Authorizing the Chairman to sign all documents related to the sale.
 - 4. Taking the following action concerning the reduction of the minimum bid required for the sale of real property located at 411 Citrus Street due to the Property Appraiser's reassessed value:
 - A. Authorizing the sale of the Board's surplus real property, Account Number 07-1341-000, Reference Number 34-2S-30-1000-003-100, acquired by governmental foreclosure, to the bidder with the highest offer above the minimum bid of \$3,059, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board: and
 - B. Authorizing the Chairman to sign all documents related to the sale.
 - 5. Taking the following action concerning the surplus and sale of real property located at 110 North Merritt Street:
 - A. Declaring surplus the Board's real property, Account Number 08-1454-000, Reference Number 50-2S-30-5091-011-008;
 - B. Authorizing the sale of the property to the bidder with the highest offer received above the minimum bid of \$32,207, without further action of the Board; and
 - C. Authorizing the Chairman to sign all documents related to the sale.



INTER-OFFICE MEMORANDUM

TO: Liz Carew, Deputy Clerk to the Board

FROM: Shawn Hunter, Administrative Assistant to

Stephen G. West, Senior Assistant County Attorney

DATE: August 17, 2015

RE: Sale of Surplus Property; 6622 Hampton Road

BCC Approved: 11/15/2012 and \$/2/2013 4/2/2013

The real property closing for the County's sale of property on Hampton Road has been completed. Attached are the below listed documents for filing with the Board records.

- 1. Copy of deed from the County to Larry Williams, Sr. recorded in OR Book 7391 at page 1652.
- 2. Original Settlement Statement.
- 3. Original Satisfaction of Conditions Precedent to Closing.
- 4. Original Contract for Sale and Purchase.

If you have any questions, do not hesitate to give me a call.

/sh

Attachments

cc: Tara Cannon, OMB, Property Division Lorraine Hudson, Clerk's Finance Division

CONTRACT CHARLES OF THE BOARD O

This document was prepared by: Stephen G. West, Senior Assistant County Attorney Escambia County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, Florida 32502 (850) 595-4970

STATE OF FLORIDA COUNTY OF ESCAMBIA Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015062364 08/17/2015 at 09:35 AM

INST# 2015062364 08/17/2015 at 09:35 AM
OFF REC BK: 7391 PG: 1652 - 1652 Doc Type: D1
RECORDING: \$10.00 Deed Stamps \$74.90

DEED

THIS DEED is made this 13th day of Quaut, 2015, by 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 (Grantor), and Larry Williams, Sr., whose mailing address is 6410 Dunbar Road, Pensacola, Florida 32505 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Thousand Six Hundred Sixty-Four Dollars (\$10,664.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following described land in Escambia County, Florida:

LT 11 BLK A WEDGEWOOD UNIT 2 PB 7 P 59 OR 714 P 44 SECTION 26, TOWNSHIP 1 SOUTH, RANGE 30 WEST REFERENCE NUMBER 261S305101012001 TAX ACCOUNT NUMBER 031195512

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2015 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided 3/4 interest in, and title in and to an undivided 3/4 interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

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

ATTEST:

Pam Childers

Clerk of the Circuit Court

Steven Barry, Chairman

SHAT Deputy Clerk

BCC Approved: 11/15/2012 & 4/2/2013

Settlement Statement

BUYER: Larry Williams, Sr.

SELLER: Escambia County, Florida

PROPERTY: 6622 Hampton Road (Account No. 03-1195-512)

DATE:

CLOSING EXPENSES

			BUYER'S Settlement	Paid from SEL Funds at Settle	
2015 Ad Valorem Taxes (prorated)			POC	EXEM	РΤ
Recording Fees:	Deed (1 page)	\$	10.00		
Documentary Stamp	Tax: Deed (.70 per \$100)	\$	74.90	\$	-
Title Insurance			POC		
Seller's Attorney Fees		\$	230.00		
TOTAL CLOSING EXPENSES:		\$	314.90	\$	-
Purchase Price due from Buyer Less Bid Deposit Purchase Price due from Buyer		\$ \$ \$	10,664.00 1,666.40 8,997.60		
TOTAL AMOUNT TO CLOSE		\$	9,312.50	\$	-

THE UNDERSIGNED CLOSING ATTORNEY REPRESENTS THE SELLER IN THIS TRANSACTION AND DOES NOT UNDERTAKE TO PROVIDE ADVICE OR LEGAL REPRESENTATION TO THE BUYER.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SELLER:

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

COUNTY COMMISSIONERS

Steven Barry, Chairman

ATTEST: Pam Childers

Berk of the Circuit Court

C Approved 11/15/2012 & 4/2/2013

AMBIA CO

Date Executed

8/13/1015

BUYER: Witness Print Name Larry Williams, Sr. Witness **Print Name DISBURSEMENTS** Amounts Received from: Buyer: \$ 9,312.50 Seller: **Total Received:** 9,312.50 Amounts Disbursed to: Pam Childers, Clerk of Court (Doc Stamps & Recording Fees) \$ 84.90 Escambia County, Florida (Purchase Price & Seller's Attorney Fees) 9,227.60 **Total Disbursed:** 9,312.50

Stephen G. West, Senior Assistant County Attorney

SATISFACTION OF CONDITIONS PRECEDENT TO CLOSING

The undersigned parties acknowledge that all contingencies in the Contract for Sale and Purchase have been satisfied or waived.

Executed by Seller on the <u>13th</u> day of	August, 2015.
	SELLER: ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS
ATTEST: Pam Childers Clerk of the Circuit Court	Steven Barry, Chairman
Deputy Clerk SEAL BOO Name and 11/15/2013 8 4/2/2013	Date Executed <u>8/13/2015</u>
BCC Approved: 11/15/2012 & 4/2/2013 Executed by Buyer on the day of	- <u>Augus</u> + , 2015.
Witness Brenda J. Spencer Print Name Brenda J. Spencer Witness D. Canna Print Name Tara D. Cannan	BUYER: Larry Williams, Sr.

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FO	OR SALE AND PURCHASE (Agreement) is entered into this
	, 2015, by and between Escambia County, a politica
	orida, acting by and through its duly authorized Board of
	e mailing address is 221 Palafox Place, Pensacola, Florida
	lliams, Sr., whose mailing address is 6410 Dunbar Road
Pensacola, Florida 32505 (Bu	

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:

LT 11 BLK A WEDGEWOOD UNIT 2 PB 7 P 59 OR 714 P 44 SECTION 26, TOWNSHIP 1 SOUTH, RANGE 30 WEST REFERENCE NUMBER 261S305101012001 TAX ACCOUNT NUMBER 031195512

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on November 15, 2012 and April 2, 2013, Seller approved the sale of the Property; and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

- 1. <u>Agreement to Sell and Purchase</u>. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
- 2. <u>Purchase Price and Method of Payment</u>. The purchase price for the Property is Ten Thousand Six Hundred Sixty-Four Dollars (\$10,664.00) and must be paid by certified or official check at closing.
- 3. <u>Evidence of Title</u>. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title insurance commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged

by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

- 4. <u>Survey</u>. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.
- 5. <u>Financing</u>. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.
- 6. <u>Possession</u>. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.
- 7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represent that it is a knowledgeable buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accept the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer

by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer consider necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

- 9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 10. <u>Conveyance of Property</u>. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:
 - a. Ad valorem real property taxes and assessments for the year 2015 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
 - b. Reservation of an undivided ¾ interest in, and title in and to an undivided ¾ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided ½ interest in all the petroleum that is

or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accept title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

- 11. <u>Closing</u>. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 30 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.
- 12. <u>Costs and Expenses at Closing</u>. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
	XDeed Documentary Stamps
	XSurvey, if any
	XRecording (Deed)
	XCounty Attorney's Fees (Document Preparation)
	XTitle Insurance, if any
	XStructural and Environmental Inspections, if any
	XReal Estate Professional Fee or Commission, if any

- 13. <u>Taxes, Fees, and Charges</u>. Taxes, fees and charges will be paid as follows:
 - a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.
 - b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely

by Buyer.

- 14. <u>Conditions Precedent to Closing</u>. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:
 - a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.
 - b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.
 - c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
 - d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
 - e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
 - f. The results of inspections, investigations and inquiries Buyer have made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer are entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. <u>Assignability</u>. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

- 16. <u>Litigation and Attorneys' Fees</u>. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.
- 17. <u>Time of the Essence</u>. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.
- 18. <u>Counterparts</u>. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.
- 19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.
- 20. <u>Integrated Agreement, Waiver and Modification</u>. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.
- 21. <u>Brokerage</u>. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed in connection with the sale and purchase contemplated in the Agreement.
- 22. <u>Default and Termination</u>. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.
- 23. <u>Notices</u>. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:

Escambia County County Administrator 221 Palafox Place Pensacola, Florida 32502 TO THE BUYER: Larry Williams, Sr. 6410 Dunbar Road Pensacola, FL 32505

WITH A COPY TO:

County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

- 24. <u>Further Assurances</u>. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.
- 25. <u>Relationship of the Parties</u>. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.
- 26. <u>Risk of Loss</u>. The risk of loss to the property is the responsibility of Seller until closing.
- 27. <u>Property Tax Disclosure Summary.</u> Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.
- 28. <u>Miscellaneous</u>. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SELLER:

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

ATTEST: Pam Childers

Clerk of the Circuit Court

Steven Barry, Chairman

Date Executed

8/13/2015

Deput Mc Cord

SEAL

BCC Approved: 11/15/2012 & 4/2/2013

BUYER:

Witness Dien & Leocar

Print Name BRENDA UJ. SPENCER

Larry Williams, Sr.

Witness

Print Name Tara

STATE OF FLORIDA

COUNTY OF ESCAMBIA



(Notary Seal)

Signature of Notary Public

ara D. Cannon

Printed Name of Notary Public

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 1-19. Approval of Various Consent Agenda Items Continued
 - 10. continued...
 - D. Approving to acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;
 - E. Approving to allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and
 - F. Authorizing the Chairman to execute the Resolution and all documents related to the sale.
 - 11. Taking the following action concerning the surplus and sale of real property located at 6622 Hampton Road that has escheated to the County:
 - A. Declaring surplus the Board's real property, Account Number 03-1195-512, Reference Number 26-1S-30-5101-012-001;
 - B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$41,121, in accordance with Section 46.134 of the Escambia County Code of Ordinances;
 - C. Authorizing the County Attorney to take such necessary actions to evict the occupants of this County-owned property if they are still occupying the premises; and
 - D. Authorizing the Chairman to sign all documents related to the sale.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- 1. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA Continued
- 1-3. Approval of Various Consent Agenda Items Continued
 - 3. Authorizing the scheduling of a Public Hearing on April 18, 2013, at 5:32 p.m., to consider the adoption of an Ordinance creating the Water Oaks Drainage Improvement Municipal Services Benefit Unit.
 - II. BUDGET/FINANCE CONSENT AGENDA
- 1-7. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner Robertson, and carried unanimously, approving Consent Agenda Items 1 through 7, as follows:

- 1. Taking the following action concerning the reduction of the minimum bid required for the sale of real property located at 6622 Hampton Road, due to the Property Appraiser's re-assessed value (from \$41,121 to \$16,255):
 - A. Authorizing the sale of real property, Account Number 03-1195-512, Reference Number 26-1S-30-5101-012-001, to the bidder with the highest offer received at or above the re-assessed minimum bid of \$16,255, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and
 - B. Authorizing the Chairman to sign all documents related to the sale.
- 2. Awarding a Contract to J. Miller Construction, Inc., for the Re-Bid Jaunita Williams Park Parking Lot & Dock, PD 12-13.024, in the amount of \$183,717.50 (Funding: Fund 151, Community Redevelopment Fund, Cost Center 220516, Object Code 56301).
- 3. Adopting the Resolution (R2013-41) authorizing the write-off of \$2,142,106.92 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

Al-8802 Clerk & Comptroller's Report 10. 2.

BCC Regular Meeting Consent

Meeting Date: 09/03/2015

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 August 20, 2015;
- B. Approve the Minutes of the Regular Board Meeting held August 20, 2015;
- C. Approve the Minutes of the Special Board Meeting held August 13, 2015; and
- D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held August 13, 2015.

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

Attachments

20180820 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION HELD AUGUST 20, 2015

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

(9:03 a.m. – 11:30 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. <u>FOR INFORMATION:</u> The agenda for the August 20, 2015, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC agenda;
 - 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 David Wheeler regarding CAR II-9, a recommendation concerning the Agreement with the City of Pensacola for Interruptible Natural Gas Service, and CAR II-20, a recommendation concerning the Contract Award for a Design Criteria Professional for the new Escambia County Correctional Facility; Wes Moreno and Assistant County Administrator Amy Lovoy regarding CAR II-15, a recommendation concerning Budget Amendment Request #225; Thomas "Tom" Turner regarding CAR II-19, a recommendation concerning Group Medical Insurance; and Michael Tidwell, Larry Goodwin, and Joy Blackmon regarding CAR III-1, a recommendation concerning the acquisition of three contiguous parcels of real property located at 6400 North "W" Street; and
 - F. County Attorney Rogers reviewed the County Attorney's Report.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8734 Growth Management Report 10. 1.

BCC Regular Meeting Meeting Date: 09/03/2015

Issue: Review of Rezoning Case Heard by the Planning Board on August 4,

2015

From: Horace Jones, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on August 4, 2015

That the Board take the following action concerning the rezoning case heard by the Planning Board on August 4, 2015:

A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2015-14 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

1. Case No.: Z-2015-14

Address: 3245 West Fairfield Drive Property Reference No.: 16-2S-30-1001-020-004

Property Size: 0.48 (+/-) acres

From: HDR, High Density Residential district (18 du/acre)
To: HDMU, High Density Mixed-use district (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

Commissioner District: 3

Requested by: John Watson, Agent for Downtown Investment Properties,

LLC, Owner

Planning Board Approval

Recommendation:

Speakers: Ralph Neal

BACKGROUND:

The above case was owner initiated and heard at the August 4, 2015, Planning Board Meeting. Under the Land Development Code (LDC) 2.08.00.E.1., "the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use requested by the applicant and advertised. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony."

To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning case. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Order of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

IMPLEMENTATION/COORDINATION:

The case under review is presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board.

Z-2015-14

	PLANNING BUARD REZUNING CAS	E Z-2015-	14 - AUGUST 4, 2015
1	9 environment. The proposed rezoning will not	1	CASE NO: Z-2015-14
2	increase the probability of any significant		A "
3	adverse impacts on the natural environment.	2	Applicant: John Watson, Agent for Downtown Investment Properties, LLC
4	At the beginning of each case, as long as	3	Address: 3245 West Fairfield Drive
08:40AM 5	there are no objections from the applicant		Property Size: 0.48(+/-acres)
6	we'll allow the staff to briefly present the	4	From: HDR, High Density Residential
7	5 .	_	District (18 du/acre)
	location and zoning map, as well as	5	To: HDMU, High Density Mixed-use
8	photography for the property.	6	District (25 du/acre)
9	(Mr. Pyle enters.)		
08:40AM 10	MR. BRISKE: Next we will hear from the	7	MR. BRISKE: And the first rezoning case
11	applicant, and any witness that they may wish	8	for consideration is Case Number Z-2015-14,
12	to cal. The front the staff and	9	which requests the rezoning of the property
13	any with we have been all.	08:41AM 10 11	from HDR, High Density Residential, to HDMU, High Density Mixed-Use.
14	Finally we'll hear from members of the public	12	As I understand, we have a new agent,
08:40AM 15	who have filed a speaker request form.	13	Mr. Ralph Neal, who has taken over for
16	The rezoning hearing package for August	14	Mr. Watson. Staff members, have we received
17	4th, 2015 with the Findings-of-Fact has	08:42AM 15	the appropriate documentation to appoint
18	previously been provided to all the Board	16	Mr. Neal as the agent?
19	members. The Chair will now entertain a	17 18	MS. BOHAN: Yes, sir. MR. BRISKE: Thank you. Before we call
08:40AM 20	motion to accept the rezoning hearing package	19	Mr. Neal forward, members of the Board, has
21	with the Findings-of-Fact and the legal	08:42AM 20	there been any ex parte communication between
22	advertisement into evidence.	21	you, the applicant, agents, attorneys,
23	Do I have a motion.	22	witnesses, Planning Board members or anyone
24	MR. LOWERY: So moved.	23 24	from the general public prior to this hearing?
08:40AM 25	MR. WINGATE: Second.	08:42AM 25	I will also ask that you disclosed if you have visited the subject property or if you are a
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	10		12
1	MR. BRISKE: Motion by Mr. Lowry and	1	relative, business associate of the applicant
2	second by Mr. Wingate.	2	or the applicant's agent.
3	All those in favor, say aye.	3	Good morning, Ms. Oram.
4	(Board members vote.)	4	MS. ORAM: Good morning. No to all.
08:40AM 5	MR. BRISKE: Opposed?	08:42AM 5	MR. BRISKE: Thank you. Mr. Pyle?
6	(None.)	6	MR. PYLE: Likewise.
7	MR. BRISKE: The motion carries.	7	MR. BRISKE: No, to all; is that correct?
8	(The Motion passed unanimously.)	8	MR. PYLE: Yes. I'm familiar with the
9	MR. BRISKE: Good morning. Would note	9	site.
08:41AM 10	that Mr. Pyle has joined the meeting now. I	08:42AM 10	MR. BRISKE: All right. Thank you, sir.
11	earlier said we had all our members here.	11	MR. LOWERY: I visited the site. No to
12	That was an error. Mr. Pyle just arrived to	12	all.
13	the meeting, so we'll have a correction on	13	MR. BRISKE: The Chairman. No to all.
14	that.	14	MR. TATE: No to all.
08:41AM 15	MR. PYLE: I apologize for the delay.	08:43AM 15	MR. CORDES: No to all.
16	MR. BRISKE: No problem.	16	MR. WINGATE: No to all. I just drove by
17	The rezoning hearing package with the	17	and made a visit.
18	Findings-of-Fact and legal advertisement will	18	MR. BRISKE: Mr. Rushing.
19	be marked and included in the record as	19	MR. RUSHING: No to all.
08:41AM 20	Composite Exhibit A for all of today's cases.	08:43AM 20	MS. SMITH: Mr. Chairman?
21	(Composite Exhibit A, Rezoning Hearing	21	MR. BRISKE: Yes.
22	Package, was identified and admitted.)	22	MS. SMITH: The documentation that was
23		23	submitted to substitute Mr. Neal as the agent,
	We just have one case this morning		SUPPLIED TO SUPSTITUTE INF. INCUI AS LIFE AUCITI.
	We just have one case this morning. (Transcript continues on Page 11.)	24	-
24	We just have one case this morning. (Transcript continues on Page 11.)	24	if you would take a vote to include that into
	(Transcript continues on Page 11.)	08:43AM 25	-

2 of 45

	PLANNING BOARD REZONING CASI	L Z-2013	7 14 A00001 4, 2010
	13		15
1	MR. BRISKE: Okay. And could you describe	1	fronting Fairfield Drive just a little bit
2	that document?	2	right next to the subject property. This is
3	MS. SMITH: Sure. It is an affidavit of	3	looking into the subject property from
4	owner and limited power of attorney that is	4	Fairfield and this is also looking at St. John
08:43AM 5	dated July the 27th of this year.	08:45AM 5	Street on the other side. This is on the back
6	MR. TATE: Move to accept.	6	side of the property down St. John Street.
7	MR. LOWERY: Second.	7	MR. TATE: Just a correction, St. John
8	MR. BRISKE: Mr. Tate and Mr. Lowry.	8	Street is actually in another part of town.
9	All those in favor, say aye.	9	That Johns Street.
08:43AM 10	(Board members vote.)	08:46AM 10	MS. CAIN: I apologize. Johns Street.
11	MR. BRISKE: Opposed?	11	Looking west on Johns Street. Looking south
12	(None.)	12	on Matthew Lane. Looking north on Matthew
13	MR. BRISKE: The motion carries.	13	Lane toward Fairfield.
14	(Motion passed unanimously.)	14	This is our 500-foot radius map from Chris
08:43AM 15	MR. BRISKE: Staff, was notice of the	08:46AM 15	Jones. This is our 500-foot mailing list that
16	hearing sent to all interested parties?	16	was sent out. And that's the end of our
17	MR. HOLMER: Yes, sir, it was.	17	presentation.
18	MR. BRISKE: Was that notice also	18	MR. BRISKE: Board members, any questions
19	correctly posted on the subject property?	19	on the maps or photography?
08:43AM 20	MR. HOLMER: It was.	08:46AM 20	Mr. Neal, please come forward. Good
21	MR. BRISKE: Mr. Neal, if there are no	21	morning. We'll have you sworn in and then
22	objections, we'll now present the maps and the	22	please state your name and address for the
23	photography for the case.	23	record.
24		24	(Ralph Neal sworn.)
08:44AM 25	MR. BRISKE: He's indicated none. Who	08:46AM 25	MR. BRISKE: Good morning, sir.
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1 2	will be presenting this morning?	1 2	16
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	17		19
1	signed up to speak is you, and as a result,	1	MR. BRISKE: Thank you, Ms. Smith.
2	this is, if you would allow us to, we can	2	The Chair will entertain a motion to
3	expedite this, if you would like. By that I	3	accept that as part of the record.
4	mean we can accept staff's Findings-of-Fact,	4	MR. RUSHING: So moved.
08:48AM 5	if that's what you would like to accept, that	08:50AM 5	MR. WINGATE: Second.
6	they've been in favor of this change all along	6	MR. BRISKE: Mr. Rushing and Mr. Wingate.
7	and take a vote and be done.	7	All those in favor, say aye.
8	MR. NEAL: I'm in favor of that, yes.	8	(Board members vote.)
9	MR. BRISKE: Thank you, Mr. Tate. Before	9	MR. BRISKE: Opposed?
08:48AM 10	you do that, is there anyone else from the	08:50AM 10	(None.)
11	public that wishes to speak on this matter?	11	MR. BRISKE: Please enter those into the
12	MS. SMITH: Mr. Chairman, before the vote	12	record as evidence in this case.
13	is taken, I notice that this particular	13	(Motion passed unanimously.)
14	property is in an overlay district. The CRA	14	MR. BRISKE: Mr. Tate, you have the floor.
08:48AM 15	is not here, but I do have email	08:50AM 15	MR. TATE: Mr. Neal, thank you. We can
16	correspondence from the CRA acknowledging that	16	make this painless or we can stretch it on for
17	they are not in opposition to the rezoning.	17	hours. Our goal is to as we can or when we
18	It is correspondence between Ms. Cain and	18	can complete these quickly and efficiently.
19	Clara Long, dated between July the 14th and	19	(Motion by Mr. Tate.)
08:48AM 20	July 22nd. I think Ms. Cain can authenticate	08:50AM 20	MR. TATE: I would like to move that this
21	the emails and I would like to have them	21	Board find in favor of Case Z-2015-14 and
22	included in the package just for completeness	22	recommend that we rezone this from HDR, High
23	of the record.	23	Density Residential, to HDMU, High Density
24	MR. BRISKE: Very good. Thank you.	24	Mixed Use, and move our recommendation to the
08:49AM 25	Board members, first of all, let's have	08:51AM 25	Board of County Commissioners.
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	18		20
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	PLANNING BOARD REZONING CASE			
	21			
1	placeholder?			
2	MR. JONES: Mr. Tate, it should have been			
3	in there. Normally they would have the			
	3 3			
4	email and everything should have been in the			
08:52AM 5	backup.			
6	MR. TATE: Right.			
7	MS. CAIN: That was an oversight on my			
8	part.			
9	MR. TATE: I mean, I know the procedures			
	·			
08:52AM 10	went through, so I just want to make sure we			
11	have it in general. Thank you.			
12	MR. BRISKE: Anything else for the			
13	quasi-judicial hearing? Hearing none, then we			
14	are in adjournment.			
08:52AM 15	(The proceedings concluded at 8:52 a.m.).			
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	22			
1	CERTIFICATE OF REPORTER			
2				
3	STATE OF FLORIDA			
4	COUNTY OF ESCAMBIA			
5				
6	I, LINDA V. CROWE, Court Reporter and			
7	Notary Public at Large in and for the State of			
8	Florida, hereby cartiful alata for going Pages 2			
9	through 21 both // (ii) o my rise a full, true, and			
10	correct transcript of the proceeding taken on			
11	Tuesday, August 4, 2015; that said proceeding was			
12	taken by me stenographically, and transcribed by me			
13	as it now appears; that I am not a relative or			
14	employee or attorney or counsel of the parties, or			
15	relative or employee of such attorney or counsel, nor			
16	am I interested in this proceeding or its outcome.			
17	IN WITNESS WHEREOF, I have hereunto set my			
18	hand and affixed my official seal on August 14, 2015.			
19	nana ana amikea my omeiai seai on August 14, 2015.			
20				
20	LINDA V CDOWE COURT REPORTER			
34	LINDA V. CROWE, COURT REPORTER			
21	Notary Public - State of Florida			
	My Commission No.: EE 860695			
22	My Commission Expires: 02-05-2017			
23				
24				
25				
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM			
	10.54.33 AM			

08/17/2015 10:54:33 AM Page 21 to 22 of 22

5 of 45

Planning Board-Rezoning

5. A.

Meeting Date: 08/04/2015 **CASE:** Z-2015-14

APPLICANT: John Watson, agent for Downtown Investments, LLC

ADDRESS: 3245 W. Fairfield Dr

PROPERTY REF. NO.: 16-2S-30-1001-020-004 **FUTURE LAND USE:** MU-U, Mixed Use Urban

DISTRICT: 3 **OVERLAY DISTRICT:** N/A

BCC MEETING DATE: 09/03/2015

SUBMISSION DATA:

REQUESTED REZONING:

FROM: HDR, High Density Residential district (18 du/acre)

TO: HDMU, High Density Mixed use district (25 du/acre)

RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan,

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan's provisions.

Comprehensive Plan (CPP) FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

FINDINGS

The proposed amendment to High Density Mixed-Use (HDMU) is consistent with the Comprehensive Plan and the Future Land Use category Mixed-Use Urban (MU-U). The MU-U category promotes the use of public services, existing roads and infrastructures. The increase in maximum residential density is consistent with the allowable uses of the Urban future land use category, to promote compact development and allow a mix of residential and non-residential uses.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

Sec. 3-2.8 High Density Residential district (HDR)

- (a) Purpose. The High Density Residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the Medium Density Residential district. Residential uses within the HDR district include most forms of single-family, two-family and multi-family dwellings. On residential uses within the district are limited to those that are compatible with urban residential neighborhoods Sec. 3-2.9 High Density Mixed-use district (HDMU).
- (a) Purpose. The High Density Mixed-Use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-Use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all
- **(f) Location criteria.** All new non-residential uses proposed within the HDMU district that are not part of a predominantly residential development or a planned unit development, or are not identified as exempt by district regulations, shall be on parcels that satisfy at least one of the following location criteria:

forms of single-family, two-family and multi-family dwellings.

- (1) Proximity to intersection. Along an arterial or collector street and within 200 feet of an intersection with another arterial or collector.
- **(2) Proximity to traffic generator**. Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.
- (3) Infill development. Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the HDMU district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.
- (4) Site design. Along an arterial street and at the intersection with a local street that serves to connect the arterial street to another arterial, and all of the following site design conditions:
- a. Any intrusion into a recorded residential subdivision is limited to a corner lot
- **b.** Access and stormwater management is shared with adjoining uses or properties to the extent practicable.
- **c.** Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.
- **(5) Documented compatibility**. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
- **a.** The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
- **b.** If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).
- (g) Rezoning to HDMU. High Density Mixed-use zoning may be established only within the Mixed-Use Urban (MU-U) or Commercial (C) future land use categories. The district is suitable for areas where the intermixing of uses has been the custom, where future uses are uncertain, and some redevelopment is probable. The district inappropriate to provide transitions between areas zoned or used for medium or high density residential and areas zoned or used for commercial. Rezoning to HDMU is subject to the same location criteria as any new non-residential use proposed within the HDMU district.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The parcel is along West Fairfield Drive, an arterial roadway with heavy commercial traffic and is adjacent to other parcels with similar

commercial uses. Due to the mixed use characteristics of the surrounding area, the proposed zoning would be considered infill development and meet the locational criteria.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

FINDINGS

The proposed amendment is **compatible** with surrounding existing uses in the area.

Within the 500' radius impact area, staff observed properties with zoning districts HDR, HC/LI and Com . The surrounding parcels are a mixture of commercial and residential uses.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

FINDINGS

Staff found **no changed conditions** that would impact the amendment or property(s).

Criterion e., LDC Sec. 2-7.2(b)(4)

Development patterns

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would** result in a logical and orderly development pattern. The parcel is on an arterial roadway and is in close proximity to commercial properties and would be compatible with the permitted uses listed in the HDMU zoning.

Criterion f., LDC Sec. 2-7.2(b)(4)

Effect on natural environment:

Whether the proposed rezoning would increase the probability of any significant

adverse impacts on the natural environment.

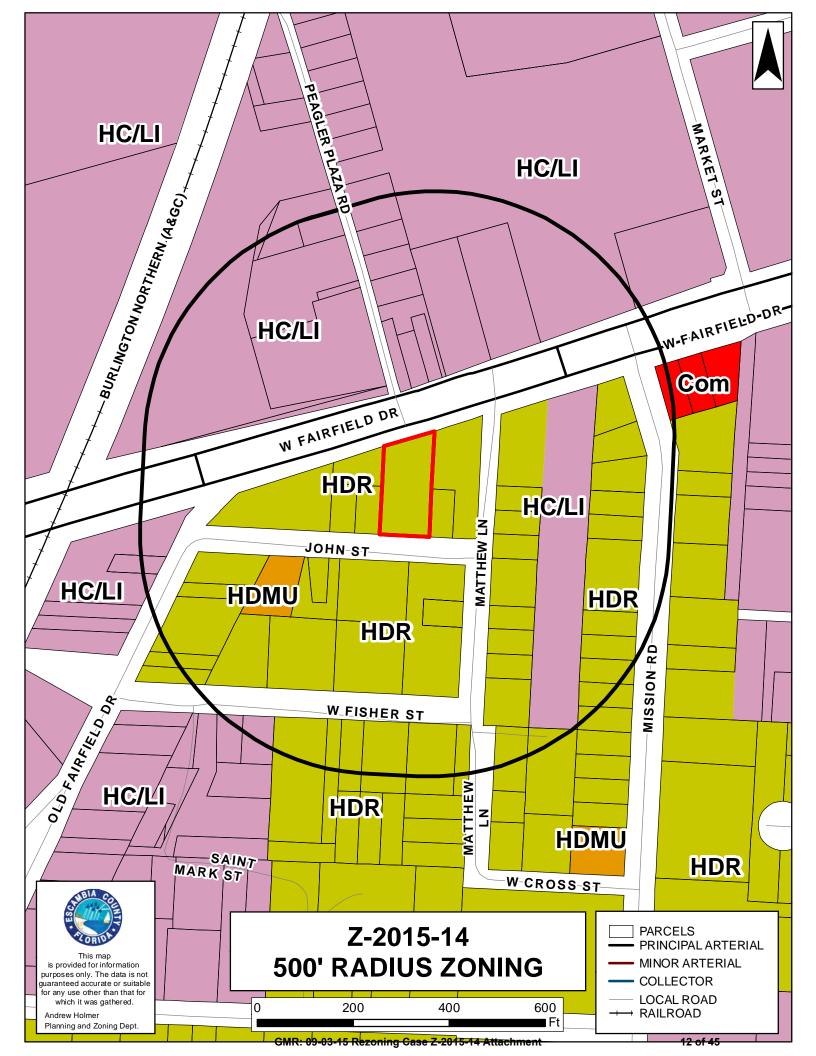
FINDINGS

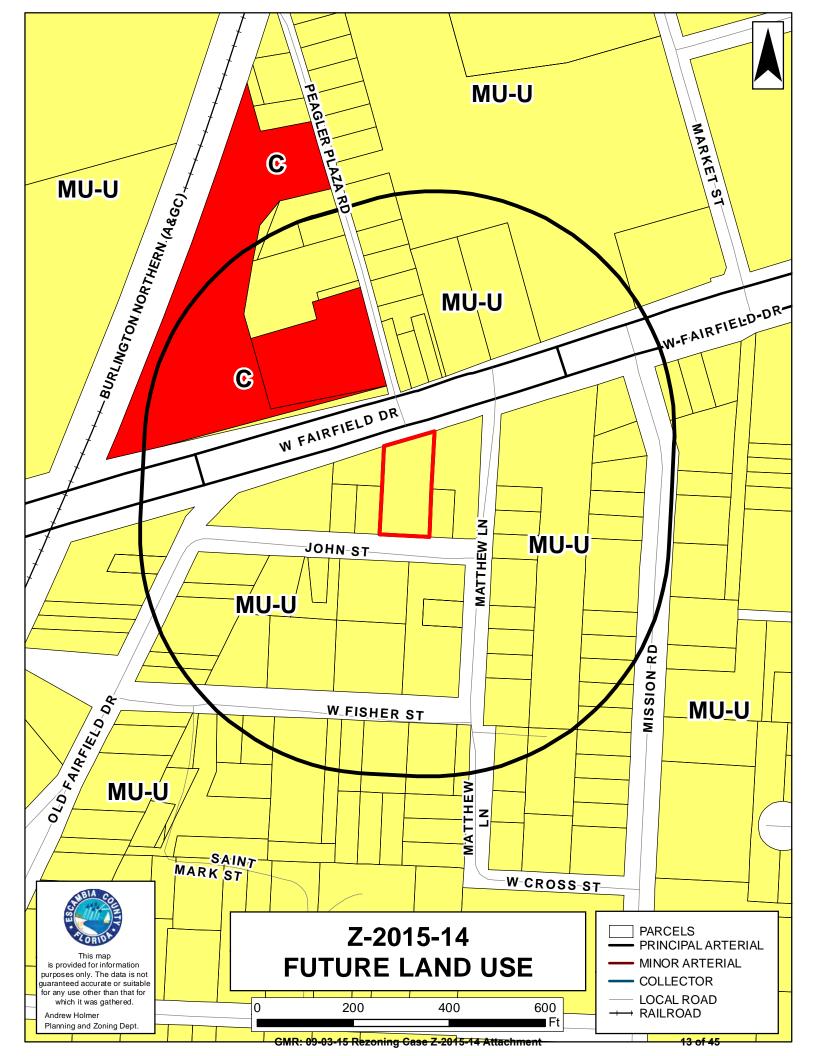
According to the National Wetland Inventory, wetlands and hydric soils were **not** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

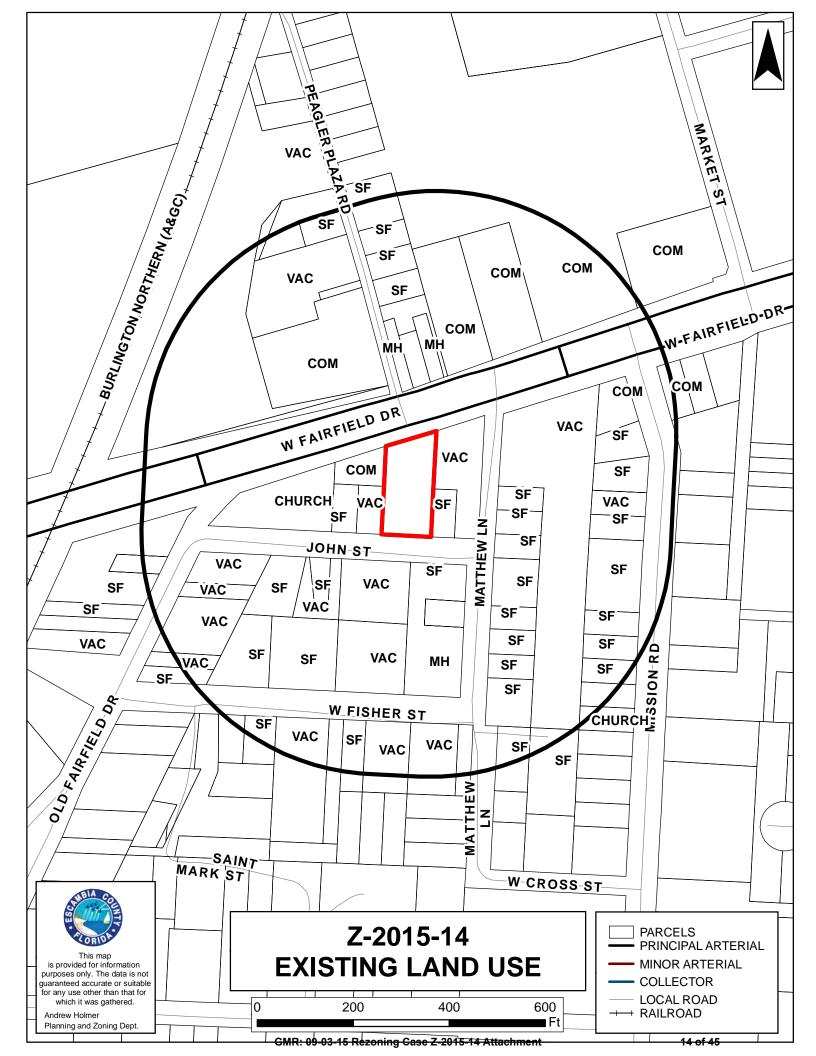
Attachments

Z-2015-14

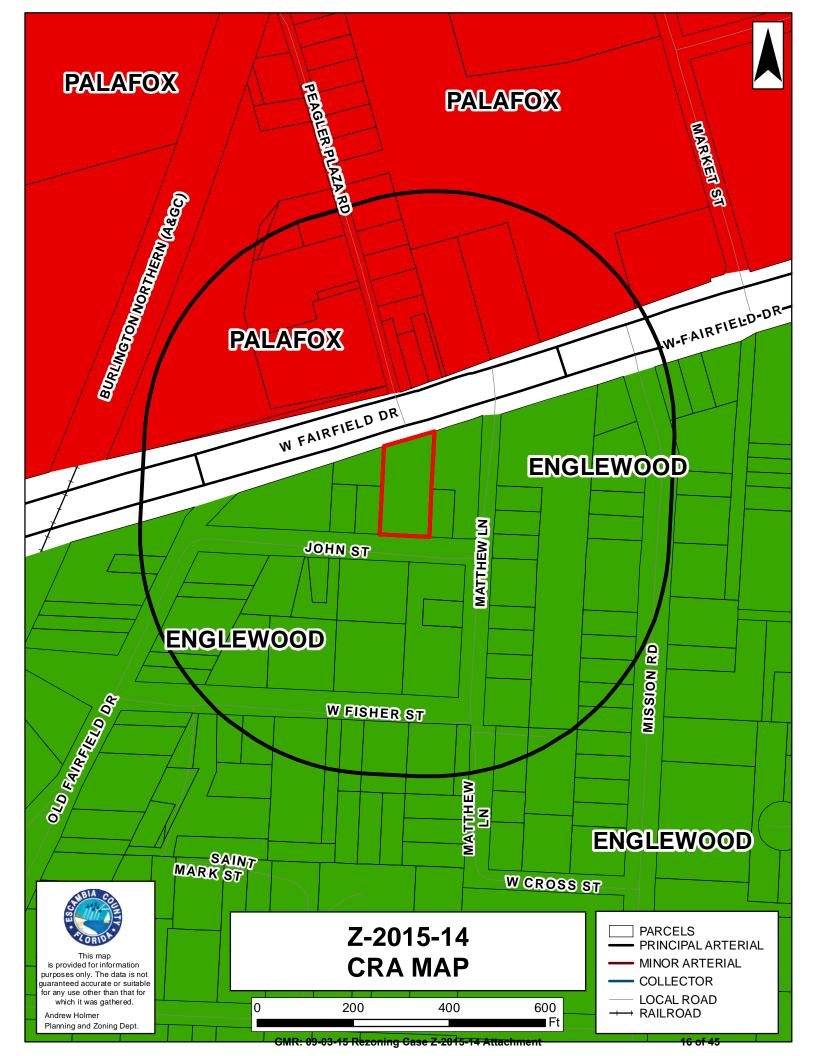














Public Hearing sign



Subject property





Looking west along Fairfield Dr from subject property





Looking northwest across Fairfield Dr





Looking directly across Fairfield Dr from subject property





Looking northeast across Fairfield Dr from subject property





Looking east on Fairfield Dr





Looking at adjacent parcel to the west fronting Fairfield Dr.





Looking into subject property from Fairfield Dr.





Looking into back of property from John St





Looking east on John St; behind property





Looking west on John St





Looking south on Matthews Lane





Looking North on Matthews Lane



Downtown Investment Properties, LLC 6321 Piccadilly Drive Suite D Mobile, Alabama 36609

June 25, 2015

Escambia County Planning Board 3363 West Park Place Pensacola, FL 32505

RE: Re Zone Application for 3245 West Fairfield Drive Pensacola, FL

Dear Commissioners.

I am requesting HDMU zoning for 3245 West Fairfield Drive and feel this proposed zoning complies with the following conditions.

- (A) **Consistent with Comprehensive Plan:** This property is constant with the comprehensive plan because there already exist mix residential and commercial use on the neighboring properties along West Fairfield Drive.
- (B) **Consistent with LDC:** This property is consistent with LDC because it allows for retail and professional uses as well as residential.
- (C) **Compatibility:** This property is consistent with and conforms with other properties in the area therefore the use; activity and conditions will not negatively impact others.
- (D) **Changed conditions:** This property is located in an area that has become more commercialized. The latest example in this area was the development of a Dollar General Store in close proximity to this property and the re development of Raceway.
- (E) **Development patterns:** HDMU zoning of this parcel would be in line with the development pattern for this area. There are numerous commercial businesses along West Fairfield Drive and the vacant properties for sale are being presented for commercial use. The adjoining residence has been removed and the lot is listed with a Realtor for sale as commercial.

(F) **Effect on natural environment:** The proposed rezoning would not increase the probability of any adverse impacts on the natural environment. The subject property contains no wetlands.

Thanks you for considering rezoning this property HDMU.

Sincerely

John F. Watson

Owner

Downtown Investment Properties, LLC

Development Services DepartmentEscambia County, Florida

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	Please check application type:	☐ Conditional Use Request for:	
	☐ Administrative Appeal	☐ Variance Request for:	M
	☐ Development Order Extension	Rezoning Request from: HDR	to: HDMU
lar	me & address of current owner(s) as sho	own on public records of Escambia County, FL	,
w	ner(s) Name: Downtown Inve	stment Proportion . Luc Phone:	251.602.6544
do	dress: 6321 Piccadilli Sa	Dr. Mobile, Al. 3469 Email: Wohny	a) west rest inter
		orizing an agent as the applicant and complete the A	-
ro	perty Address: 32 45 W. Fai.	Afield Dr. Pensacolo, 41.	32505
		ion: 16-25-30-1001-020-004	
у	my signature, I hereby certify that:		-
)	I am duly qualified as owner(s) or authoriz and staff has explained all procedures rela	zed agent to make such application, this application is ating to this request; and	s of my own choosing,
)		st of my knowledge and belief, and I understand that be grounds for denial or reversal of this application a and	
	1		
)	refundable; and	s as to the outcome of this request, and that the applic	cation fee is non-
	refundable; and I authorize County staff to enter upon the	s as to the outcome of this request, and that the applic property referenced herein at any reasonable time fo public notice sign(s) on the property referenced herein	r purposes of site
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3363 West Park Place Pensacola, FL 32505 (850) 595-3475 * FAX: (850) 595-3481

Johnnye watsonrealtyine net

FOR OFFICE USE CASE #: 2 - 2015-14 PRZ 150600012

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only	
Property Reference Number(s): 16-25-30 - 1001 - 020	.004
Property Address: 3245 W. Fairfield Dr. Pen	sacolo, 41. 32505
I/We acknowledge and agree that no future development for which concumust be certified shall be approved for the subject parcel(s) without the is the development based on the actual densities and intensities proposed application.	issuance of a certificate of concurrency f
I/We also acknowledge and agree that approval of a zoning district amen Map amendment does not certify, vest, or otherwise guarantee that conc is, or will be, available for any future development of the subject parcels.	currency of required facilities and service
I/We further acknowledge and agree that no development for which conc approved unless at least one of the following minimum conditions of the facility and service of the County's concurrency management system price	Comprehensive Plan will be met for each
a. The necessary facilities or services are in place at the time a developm	ment permit is issued.
b. A development permit is issued subject to the condition that the neces place and available to serve the new development at the time of the is	ssary facilities and services will be in issuance of a certificate of occupancy.
 For parks and recreation facilities and roads, the necessary facilities as development permit is issued. 	are under construction at the time the
d. For parks and recreation facilities, the necessary facilities are the subjection of the facilities at the time the development permit is issufacility construction must commence within one year of the issuance of the	ued and the agreement requires that
e. The necessary facilities and services are guaranteed in an enforceable enforceable development agreement may include, but is not limited to Section 163.3220, F.S., or as amended, or an agreement or developm 380, F.S., or as amended. For transportation facilities, all in-kind improshare agreement must be completed in compliance with the requirement wastewater, solid waste, potable water, and stormwater facilities, any necessary facilities and services to be in place and available to serve issuance of a certificate of occupancy.	o, development agreements pursuant to ment order issued pursuant to Chapter rovements detailed in a proportionate fai nents of Section 5.13.00 of the LDC. For y such agreement will guarantee the
f. For roads, the necessary facilities needed to serve the development an applicable Five-Year Florida Department of Transportation (FDOT) W actual construction no more than three years after the issuance of a C	Vork Program or are in place or under
THEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAN STATEMENT ON THIS DAY OF	, YEAR OF
Signature of Property Owner Printed Name of Property Ow	wher Date

3363 West Park Place Pensacola, FL 32505 (850) 595-3475 * FAX: (850) 595-3481

Printed Name of Property Owner

Signature of Property Owner

Date

2001037926 Book-4983 Page-0904 Total Number of Pages: 2

ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION OF DOWNTOWN INVESTMENT PROPERTIES, L.L.C.

The undersigned, constituting the two members of **DOWNTOWN INVESTMENT PROPERTIES, L.L.C.,** an Alabama limited liability company (the "Company"), hereby adopt the following amendments to the Company's Articles of Organization:

- 1. The name of the Company is "DOWNTOWN INVESTMENT PROPERTIES, L.L.C.".
- The Articles of Organization of the Company were filed on August 2, 1996, in the Probate Court of Mobile County, Alabama.
- 3. The Company's Articles of Organization are hereby amended and restated in their entirety as follows:

ARTICLE ONE

The name of the Company is "DOWNTOWN INVESTMENT PROPERTIES, L.L.C.".

ARTICLE TWO

The Company is organized for the purpose of conducting all business authorized by the Act, and for such other purposes as may be expressed in the Operating Agreement of the Company.

ARTICLE THREE

The location and mailing address of the Company's registered office is 3710 Lakeside Court, Mobile, Alabama 36693, and the name of the registered agent of the Company at such address is WATSON REALTY, INC.

ARTICLE FOUR

The names of the members of the Company, and their mailing addresses, are as follows:

JOHN F. WATSON 3710 Lakeside Court Mobile, Alabama 36693

L.D. GREENWOOD P.O. Box 91508 Mobile, Alabama 36691

ARTICLE FIVE

The members of the Company may admit additional members at such times and upon such terms and conditions as may be unanimously approved by the members of the Company or as otherwise reflected in the Operating Agreement of the Company.

ARTICLE SIX

Except as otherwise provided in the Operating Agreement of the Company, cessation of membership of one or more members will not result in dissolution of the Company.

ARTICLE SEVEN

The Company is to be managed by one or more managers. The names and address of the initial managers of the Company are as follows:

JOHN F. WATSON 3710 Lakeside Court Mobile, Alabama 36693

L.D. GREENWOOD P.O. Box 91508 Mobile, Alabama 36691

IN WITNESS WHEREOF, this instrument has been executed by the undersigned members this 21st day of May, 2001.

JOHN F. WATSON

FFXWOOD

THIS DOCUMENT PREPARED BY:

Gilbert F. Dukes, III, Esq.

COALE, DUKES, KIRKPATRICK & CROWLEY

2610-B Dauphin Street, Suite 101

Mobile, Alabama 36606

(334) 471-2625

CERTIFIED TRUE COPY

Probate Court of Mobile Co., AL Don Davis, Judge

2

Aignature

chern K., Chief Clerk

2001037926 Don Davis, Judge of Probate

State of Alabama - Mobile County

I certify this instrument was filed on:

S. R. FEE

RECORDING FEE TOTAL AMOUNT

Fri, Jun-01-2001 @ 2:09:11PM

Re 1300 1315500

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that John F. Watson, a married man, and L. D. Greenwood, a married man, the grantors, for and in consideration of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do BARGAIN, SELL, CONVEY AND GRANT unto Downtown Investment Properties, an Alabama General Partnership, c/o Watson Realty, Inc., P. O. Box 2254, Mobile, Alabama, 36652, the following described real property, situate, lying and being in the State of Florida and County of Escambia, to-wit:

Begin at the Southeast corner of Lot 4 of the Plan of Lot 1, Section 16, Township 2 South, Range 30 West, as per map recorded in Deed Book 76, page 263 of the public records of Escambia County, Florida, thence run North 710 feet and West 100 feet for point of beginning; thence run North 263.3 feet to the South right of way of Ferry Road; thence Southwesterly along said right of way 106.4 feet; thence Southerly 226.7 feet; thence Easterly 100 feet to point of beginning and known as Lot 2; as described in Deed Book 385, page 586; LESS that portion deeded to State of Florida for road right of way in Book 501, page 439; more particularly described as follows:

D. S. PD. \$ | \$\le \circ \circ

From the Southeast corner of Lot 4, Plan of Lot 1, Section 16, Township 2 South, Range 30 West, as per plat recorded in Deed Book 76, page 263 of the public road of Escambia County, Florida, run thence North 928.53 feet to the Southeasterly right of way line of Fairfield Drive; thence South 72 degrees 37 minutes 20 seconds West along the South line of Fairfield Drive 92.84 feet to the point of beginning of the property herein described; thence South 02 degrees 26 minutes 50 seconds West 222.4 feet to the presently existing North right of way line of John Street; thence North 86 degrees 59 minutes West along the North line of John Street 100.0 feet to the intersection with a very old, well established fence line; thence North 02 degrees 26 minutes 50 seconds East along the fence line 185.74 feet to the intersection with the Southeasterly right of way line of Fairfield Drive; thence Northeastwardly along the right of way line as follows: North 68 degrees 18 minutes 45 seconds East 21.86 feet to a point; thence North 72 degrees 37

minutes 20 seconds East 48.53 feet to a point; thence South 17 degrees 22 minutes 40 seconds East 2.0 feet to a point; thence North 72 degrees 37 minutes 20 seconds East 35.84 feet to the point of beginning;

Subject to taxes for current year and to valid easements, mineral reservations and restrictions of record affecting the above property, if any.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

The real property herein conveyed does not constitute the homestead of the grantors.

And, except as to the above and the taxes hereafter falling due, the said grantors, for themselves, and for their heirs, executors and administrators, hereby covenant with the said grantee, its successors and assigns, that they are seized of an indefeasible estate in fee simple in and to said property; that they have a good and lawful right to sell and convey the same in fee simple; that said property is free and clear of all liens and encumbrances; that they are in the quiet and peaceable possession of said property; and that they do hereby WARRANT AND WILL FOREVER DEFEND the title to said property, and the possession thereof, unto the said grantee, its successors and assigns, against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF, the grantors have hereunto set their hands and seals on this the $/\sqrt[3r]{\text{day of}}$, 1987.

Green

wood

(SEAL)

(SEAL)

Signed, sealed and delivered in the presence of:

State of Alabama County of Mobile

Before the subscriber personally appeared John F. Watson and L. D. Greenwood, known to me, and known to me, to be the persons described by said names in and who executed the foregoing instrument and acknowledged executing the same for the uses and purposes therein set forth.

Given under my and official seal on this the / 3r

day of

MARILYN B. OLIVER Notary Public, State At Large-My Commission Expirés 10/1/90

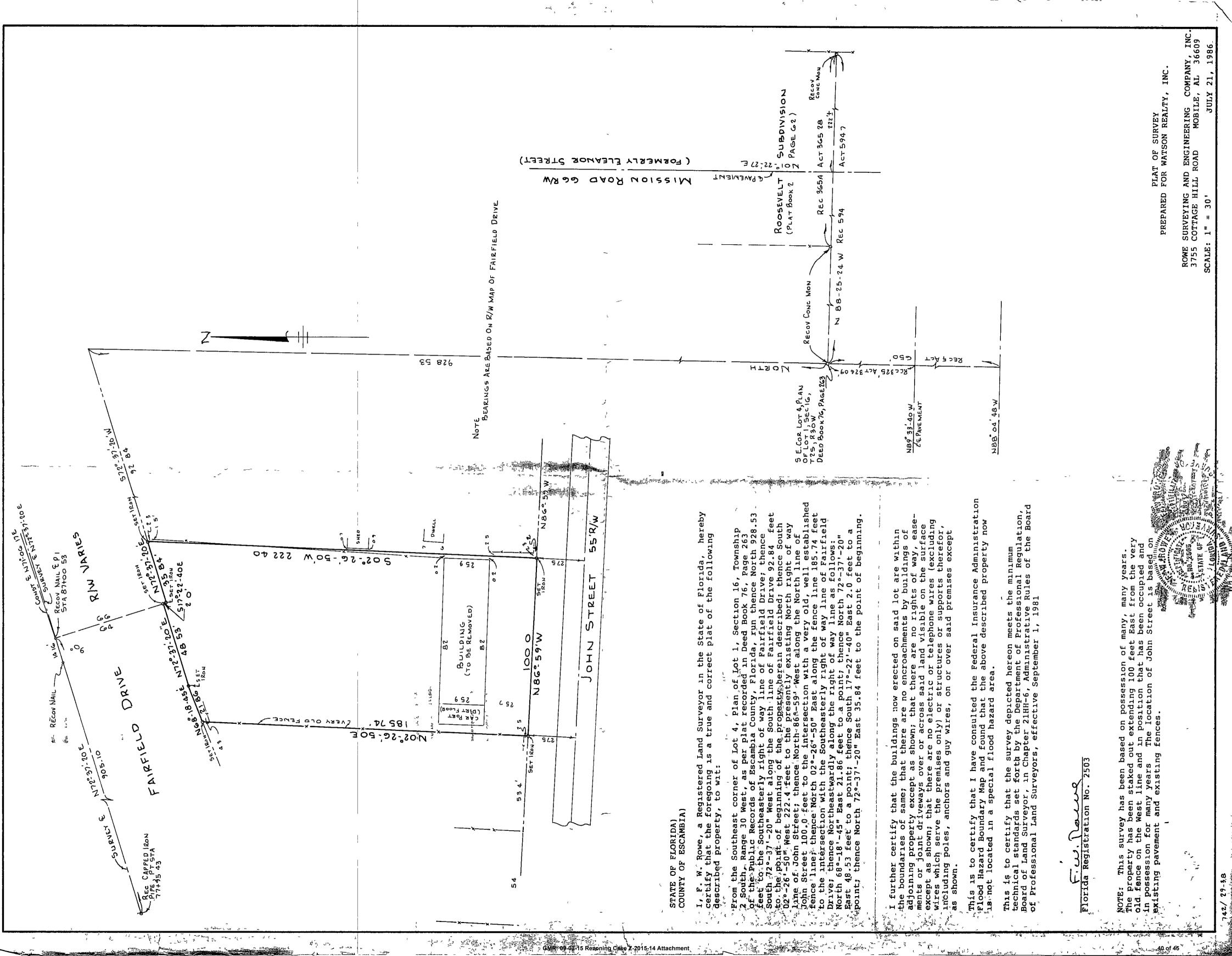
The grantee's address is:

c/o Watson Realty, Inc. P. O. Box 2254 Mobile, Alabama 36652

This instrument was prepared by

Stova F. McFadden McFadden, Riley & Lyon 718 Downtowner Boulevard Mobile, Alabama 36609

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Development Services Department Building Inspections Division

3363 West Park Place Pensacola, Florida, 32505 (850) 595-3550 Molino Office - (850) 587-5770

RECEIPT

Receipt No.: 639557 Date Issued.: 07/06/2015

Cashier ID: CASTILLS

Project Name: Z-2015-14

Application No.: PRZ150600012

	PAYMENT INFO		
Method of Payment	Reference Document	Amount Paid	Comment
Check			
	1757	\$1,270.50	App ID : PRZ150600012
		\$1,270.50	Total Check

Received From: DOWNTOWN INVESTMENT PROPERTIES

Total Receipt Amount : \$1,270.50

Change Due: \$0.00

APPLICATION INFO			
Application #	Invoice #	Invoice Amt	Balance Job Address
PRZ150600012	730538	1,270.50	\$0.00 3245 W FAIRFIELD DR, PENSACOLA, 32505
Total Amount :		1,270.50	\$0.00 Balance Due on this/these Application(s) as of 7/8/2015

FOR OFFICE USE:	
CASE #:	

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 3245 W	J. Fairfield Drive Pensacola,	
Florida, property reference number(s) 16-25	S-30-1001-020-004	
I hereby designate Ralph Neal	for	the sole purpose
of completing this application and making a	a presentation to the:	
☑ Planning Board and the Board of Count referenced property.	y Commissioners to request a rezoning on	the above
☐ Board of Adjustment to request a(n)	on the above r	eferenced property
This Limited Power of Attorney is granted of	on this <u>27th</u> day of <u>July</u>	the year of,
2015 , and is effective until the Board	d of County Commissioners or the Board o	f Adjustment has
rendered a decision on this request and an	y appeal period has expired. The owner re	serves the right to
rescind this Limited Power of Attorney at ar	ny time with a written, notarized notice to the	ne Development
Services Bureau.		·
Agent Name: Ralph Neal	Email: ralph@watsonrealtyi	nc.net
Address: 6321, Piccadilly Square Drive Suite D	Mobile, Al 36609 Phone: <u>251-602-82</u>	45
6.4.11		
	John F. Watson	7-27-15
Signature of Property Owner	Printed Name of Property Owner Downtown Investment Properties	Date
Signature of Property Owner	Printed Name of Property Owner	Date
STATE OF MADUMA	COUNTY OF Mable	
The foregoing instrument was acknowledged before	27	20/5
by John F. Watson	The this day of	20 <u>1 </u>
Personally Known ☑ OR Produced Identification □.	Type of Identification Produced:	
reisonally known is ok Produced identification.	Type of identification Floudced.	
Grandel Chely	Kachel Corley	(Notary Seal)
Signature of Notary	Printed Name of Notary	
V		

WY COMMISSION EXPIRES SEPT. 30, 2015

Allyson Cain

From: Clara F Long

Sent: Wednesday, July 22, 2015 3:54 PM

To: Allyson Cain

Subject: RE: Rezoning in Englewood redevelopment area

Ok we are ok as well.

Clara Long, Division Manager

Community Redevelopment Agency (CRA) 221 Palafox Place, Suite 305 Pensacola, FL 32502 850-595-3596 wk 850-595-3218 fax

Email: cflong@myescambia.com
Website: www.myescambia.com

From: Allyson Cain

Sent: Wednesday, July 22, 2015 3:14 PM

To: Clara F Long

Subject: RE: Rezoning in Englewood redevelopment area

We are in favor

Thanks, Allyson Cain

From: Clara F Long

Sent: Wednesday, July 22, 2015 2:28 PM

To: Allyson Cain

Subject: RE: Rezoning in Englewood redevelopment area

Looks like they are rezoning to the current zoning of the adjoining properties. Is that correct? What are staff findings?

Clara Long, Division Manager

Community Redevelopment Agency (CRA) 221 Palafox Place, Suite 305 Pensacola, FL 32502 850-595-3596 wk 850-595-3218 fax

Email: cflong@myescambia.com
Website: www.myescambia.com

From: Allyson Cain

Sent: Wednesday, July 22, 2015 12:38 PM

To: Clara F Long

Subject: FW: Rezoning in Englewood redevelopment area

I am resending you this email about the rezoning that is going to the planning board and will have our final directors review tomorrow. If you have comments, please provide by tomorrow mid day.

Thanks, Allyson Cain

From: Allyson Cain

Sent: Tuesday, July 14, 2015 1:32 PM

To: Clara F Long

Subject: Rezoning in Englewood redevelopment area

Clara,

Please look at this rezoning and provide comments by before end of week.

Apologize for getting it to you so late.

Allyson Cain, Planner II **Development Services Department**

Escambia County is striving to maintain a high level of Customer Service and we would love to hear about your experience with us. Please complete the attached customer service survey and fax it to 595-3481. http://www.zoomerang.com/Survey/WEB22G5ZBFPMTB

Please consider the environment before printing this e-mail. Think Green.



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

2 2215 14 OR	Regular Planning Board Meeting Agenda Item Number/Description:
*Name: Ralph Neal	*
*Address: 632/ Piccedilly Sq Drive City, Email Address: relphe watsonreallying no	ted, State, Zip: Mobile, Al. 36609
Email Address: ralphe Watsonreally inc. no	Phone: 251-602-8273
Please indicate if you:	
would like to be notified of any further action related to the	public hearing item.
do not wish to speak but would like to be notified of any fur	rther action related to the public hearing item.
All items with an asterisk * are required.	

Chamber Rules

- 1. All who wish to speak will be heard and granted uniform time to speak (normally 3 5 minutes).
- 2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
- 3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
- 4. Please keep your remarks BRIEF and FACTUAL.
- 5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
- 6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
- 7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8737 Growth Management Report 10. 2. BCC Regular Meeting Public Hearing

Meeting Date: 09/03/2015

Issue: 5:45 p.m. - A Public Hearing to Amend the Official Zoning Map

From: Horace Jones, Department Director

Organization: Development Services

RECOMMENDATION:

<u>5:45 p.m. - A Public Hearing for Consideration of Adopting an Ordinance Amending the Official Zoning Map</u>

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on August 4, 2015, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2015-14 was heard by the Planning Board on August 4, 2015. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning case.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2015-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.: Z-2015-14

Address: 3245 West Fairfield Drive Property Reference No.: 16-2S-30-1001-020-004

Property Size: 0.48 (+/-) acres

From: HDR, High Density Residential district (18

du/acre)

To: HDMU, High Density Mixed-use district (25)

du/acre)

FLU Category: MU-U, Mixed-Use Urban

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2014); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.	
This Ordinance shall become effective upo	n filing with the Department of State.
DONE AND ENACTED by the Board of Co	unty Commissioners of
Escambia County Florida, thisda	y of, 2015.
	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
	Steven Barry, Chairman
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COU	RT
Deputy Clerk	
(SEAL)	
ENACTED:	
FILED WITH DEPARTMENT OF STATE:	
EFFECTIVE DATE:	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8738 Growth Management Report 10. 3.

BCC Regular Meeting Public Hearing

Meeting Date: 09/03/2015

Issue: 5:46 p.m. - A Public Hearing to Review an Ordinance Amending Chapter

2, LDC Development and Compliance Review

From: Horace Jones, Department Director

Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing to Review an Ordinance Amending LDC Chapter 2, Development and Compliance Review

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Chapter 2, Section 2-7.2, "LDC Zoning Map and Text amendments," to clarify the procedures related to rezoning applications and requirements for board action.

BACKGROUND:

Since the adoption of the LDC on April 16, 2015, it has been the goal of the County to clarify the procedures to be used for the rezoning applications and requirements for board action on rezoning requests.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Kerra Smith, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

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

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

Attachments

<u>Draft Ordinance</u> <u>Clean Ordinance</u>

ORDINANCE NUMBER 2015-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 2, SECTION 2-7.2, "LDC ZONING MAP AND TEXT AMENDMENTS" TO CLARIFY THE PROCEDURES RELATED TO REZONING APPLICATIONS AND THE REQUIREMENTS FOR BOARD ACTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes empowers the Escambia County Board of County Commissioners to establish, coordinate, and enforce zoning regulations for the protection of the public; and

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

WHEREAS, the Board finds that clarifying the procedures to be used for rezoning applications and the requirements for board action on rezoning requests serves an important public purpose;

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

<u>Section 1.</u> Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 2, Section 2-7.2(b) is hereby amended as follows: (words underlined are additions and words stricken are deletions):

Sec. 2-7.2 LDC zoning map and text amendments.

(b) Zoning map amendment (Rezoning application)

- (1) Application. An application for a rezoning shall be submitted to the clerk of the Planning Board at least 30 business days prior to the scheduled board meeting. If the application concerns property under the jurisdiction of the Santa Rosa Island Authority (SRIA), the application shall be submitted to the clerk of the SRIA at least 30 business days prior to the scheduled board meeting. A preapplication meeting of the applicant with the staff for the board is recommended to discuss the process and review county and applicant responsibilities.
- (2) Public participation. Hearings to consider a rezoning application shall be open to the public. Prior to any such hearing, the clerk of the reviewing board shall provide reasonable notice to the public as required by Florida Statutes and the Comprehensive Plan. The clerk of the Planning Board shall ensure that adequate

public notice is consistent with Florida Statutes and the Comprehensive Plan provided.

- (3) Compliance review. The Planning Board shall conduct a A quasi-judicial public hearing shall be conducted by the appropriate reviewing board to consider the a requested rezoning according to the provisions of this article. At the conclusion of the hearing, based on the record of evidence, the Planning-reviewing Board shall submit a recommendation to the BCC for rezoning approval, denial, or if possible appropriate and acceptable to the applicant, approval of a district with less intensive uses than the requested zoning.
- **(4) Approval conditions.** The applicant has the burden of presenting competent substantial evidence to the <u>Planning Board reviewing board</u> that establishes each of the following conditions:
 - **a. Consistent with Comprehensive Plan.** The proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of its provisions.
 - **b. Consistent with LDC.** The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.
 - c. Compatibility. All land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and <u>are</u> able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions.
 - **d. Changed conditions.** The area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.
 - **e. Development patterns.** The proposed rezoning would contribute to or result in a logical and orderly development pattern.
 - **f. Effect on natural environment.** The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.
- (5) Board Action. When the reviewing board finds from the record of the hearing that the applicant has presented competent substantial evidence establishing the required conditions, Tthe reviewing board shall recommend approval of the rezoning request to the BCC, unless the reviewing board determines that maintaining the current zoning designations shall will prevent the following:

 a. Premature development or sprawl. The land uses and development activities allowed by the proposed rezoning are not premature, and or the rezoning would not likely create or contribute to an urban sprawl pattern of development more than the current zoning.

- **b. Isolated districts**. The proposed rezoning would not create or contribute to an isolated zoning district that is neither related to the adjacent and nearby zoning districts nor an appropriate transition between them.
- **c. Intrusion of non-residential uses.** The proposed rezoning would not allow an intrusion of commercial or industrial uses into a platted residential subdivision or other established residential area more than the current zoning.
- **d. Property value impacts.** The land uses, development activities and conditions allowed by the proposed rezoning would not likely result in significant adverse impacts upon the property values of adjacent properties or those in the immediate area more than the types of use, activities, and conditions permitted by the current zoning.
- **e. Nuisance-based impacts.** The land uses, development activities and conditions allowed by the proposed rezoning would not likely adversely impact the character of existing development or quality of life in the general area or neighborhood by creating excessive traffic, noise, lights, vibration, fumes, odors, dust, physical activities, or other detrimental effects or nuisances more than the types of uses, activities and conditions permitted by the current zoning.
- (6) Final determination. The BCC at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.
- (7) Appeals. Actions by the BCC adopting, rejecting, or modifying the recommended rezoning of the reviewing board are final. Any party seeking judicial review of the final determination shall do so according to the general provisions of Article 1. Additionally, written notice of the filing of any such petition for judicial review shall be promptly provided by the petitioner through the county to each owner of real property with any portion within a 500-foot radius of the rezoning subject property.

Section 2. Severability.

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

Section 3. Inclusion in Code.

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

Section 4.	Effective Date.	
This Ordina	nce shall become effective upo	n filing with the Department of State.
OONE AND	DENACTED this day of _	, 2015.
		BOARD OF COUNTY COMMISSIONER OF ESCAMBIA COUNTY, FLORIDA
		Ву:
		Steven Barry, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court	
Ву:		
	Deputy Clerk	
(SEAL)		
ENACTED:		
	LI TUE DEDADTMENT OF STA	TE.
LIFED MIII	H THE DEPARTMENT OF STA	ME.
EFFECTIVE	DATE:	

ORDINANCE NUMBER 2015-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 2, SECTION 2-7.2, "LDC ZONING MAP AND TEXT AMENDMENTS" TO CLARIFY THE PROCEDURES RELATED TO REZONING APPLICATIONS AND THE REQUIREMENTS FOR BOARD ACTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes empowers the Escambia County Board of County Commissioners to establish, coordinate, and enforce zoning regulations for the protection of the public; and

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

WHEREAS, the Board finds that clarifying the procedures to be used for rezoning applications and the requirements for board action on rezoning requests serves an important public purpose;

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

<u>Section 1.</u> Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 2, Section 2-7.2(b) is hereby amended as follows: (words <u>underlined</u> are additions and words <u>stricken</u> are deletions):

Sec. 2-7.2 LDC zoning map and text amendments.

(b) Zoning map amendment (Rezoning application)

- (1) Application. An application for a rezoning shall be submitted to the clerk of the Planning Board at least 30 business days prior to the scheduled board meeting. If the application concerns property under the jurisdiction of the Santa Rosa Island Authority (SRIA), the application shall be submitted to the clerk of the SRIA at least 30 business days prior to the scheduled board meeting. A preapplication meeting of the applicant with the staff for the board is recommended to discuss the process and review county and applicant responsibilities.
- (2) Public participation. Hearings to consider a rezoning application shall be open to the public. Prior to any such hearing, the clerk of the reviewing board shall provide reasonable notice to the public as required by Florida Statutes and the Comprehensive Plan. The clerk of the Planning Board shall ensure that adequate

public notice is consistent with Florida Statutes and the Comprehensive Plan provided.

- (3) Compliance review. The Planning Board shall conduct a A quasi-judicial public hearing shall be conducted by the appropriate reviewing board to consider the a requested rezoning according to the provisions of this article. At the conclusion of the hearing, based on the record of evidence, the Planning reviewing Board shall submit a recommendation to the BCC for rezoning approval, denial, or if possible appropriate and acceptable to the applicant, approval of a district with less intensive uses than the requested zoning.
- **(4) Approval conditions.** The applicant has the burden of presenting competent substantial evidence to the Planning Board reviewing board that establishes each of the following conditions:
 - **a. Consistent with Comprehensive Plan.** The proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of its provisions.
 - **b. Consistent with LDC.** The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.
 - c. Compatibility. All land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and <u>are</u> able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions.
 - **d. Changed conditions.** The area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.
 - **e. Development patterns.** The proposed rezoning would contribute to or result in a logical and orderly development pattern.
 - **f. Effect on natural environment.** The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.
- (5) Board Action. When the reviewing board finds from the record of the hearing that the applicant has presented competent substantial evidence establishing the required conditions, Tthe reviewing board shall recommend approval of the rezoning request to the BCC, unless the reviewing board determines that maintaining the current zoning designations shall will prevent the following:

 a. Premature development or sprawl. The land uses and development activities allowed by the proposed rezoning are not premature, and or the rezoning would not likely create or contribute to an urban sprawl pattern of development more than the current zoning.

- **b. Isolated districts.** The proposed rezoning would not create or contribute to an isolated zoning district that is neither related to the adjacent and nearby zoning districts nor an appropriate transition between them.
- **c.** Intrusion of non-residential uses. The proposed rezoning would not allow an intrusion of commercial or industrial uses into a platted residential subdivision or other established residential area more than the current zoning.
- **d. Property value impacts.** The land uses, development activities and conditions allowed by the proposed rezoning would not likely result in significant adverse impacts upon the property values of adjacent properties or those in the immediate area more than the types of use, activities, and conditions permitted by the current zoning.
- **e. Nuisance-based impacts.** The land uses, development activities and conditions allowed by the proposed rezoning would not likely adversely impact the character of existing development or quality of life in the general area or neighborhood by creating excessive traffic, noise, lights, vibration, fumes, odors, dust, physical activities, or other detrimental effects or nuisances more than the types of uses, activities and conditions permitted by the current zoning.
- (6) Final determination. The BCC at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.
- (7) Appeals. Actions by the BCC adopting, rejecting, or modifying the recommended rezoning of the reviewing board are final. Any party seeking judicial review of the final determination shall do so according to the general provisions of Article 1. Additionally, written notice of the filing of any such petition for judicial review shall be promptly provided by the petitioner through the county to each owner of real property with any portion within a 500-foot radius of the rezoning subject property.

Section 2. Severability.

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

Section 3. Inclusion in Code.

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

Section 4.	Effective Date.		
This Ordina	nce shall become ef	fective upo	n filing with the Department of State.
DONE AND	ENACTED this	day of _	, 2015.
			BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA
			By: Steven Barry, Chairman
ATTEST:	Pam Childers Clerk of the Circu	uit Court	
Ву:			
	Deputy Clerk		
(SEAL)			
ENACTED:			
FILED WITI	H THE DEPARTME	NT OF STA	ATE:
EFFECTIVE	DATE:		



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8766 Growth Management Report 10. 1.

BCC Regular Meeting Consent

Meeting Date: 09/03/2015

Issue: Schedule of Public Hearings

From: Horace Jones, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

A. Thursday, September 24, 2015

5:45 p.m. - A Public Hearing - Density and Uses Savings Clause Ordinance

B. Thursday, October 8, 2015

1. 5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning cases heard by the Planning Board on September 1, 2015.

a. Case No.: Z-2015-12

Address: 9600 Block Tower Ridge Road

Property 01-1S-32-1000-070-003; 01-1S-32-1000-050-003; 01-1S-32-1000-050-004; Reference No.: 01-1S-32-1000-110-003; 01-1S-32-1000-080-003; 01-1S-32-1000-120-004

Property Size: 78.72 (+/-) acres

From: RMU, Rural Mixed-use district (two du/acre)

To: LDMU, Low Density Mixed-use district (seven du/acre)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner 1

District

Requested by: Kerry Anne Schultz, Agent for The Busbee Limited Partnership and Murphy

J. Jacob Trust

b. Case No.: Z-2015-13

Address: Detailed Specific Area Plan

Property Multiple

Reference No.:

Property Size: 950 (+/-) acres

From: Agricultural district (Agr), density of one dwelling unit per 20 acres and Rural

Mixed-use district (RMU), density of two dwelling units per acre.

To: Low Density Residential district (LDR), Detailed Specific Area Plan

(DSAP) Land Use Conservation Neighborhood with a maximum density of 3 dwelling units per net acre; **Medium Density Residential district (MDR)**, DSAP Land Use Suburban Garden, with a maximum density of 10 dwelling units per acre; **High Density Residential district (HDR)**, DSAP Land Use Traditional Garden, with a maximum density of 15 dwelling units per acre; **High Density Residential district (HDR)**, DSAP Land Use Traditional Village, with a maximum density of 20 dwelling units per acre; **High Density Mixed-use district (HDMU)**, DSAP Land Use Neighborhood Center, with a maximum gross floor area of 15,000 square feet; **Commercial district (Com)**, DSAP Land Use Village Center, with a maximum gross floor area of

200,000 square feet.

FLU Category: AG, Agriculture and RC, Rural Community

Commissioner 5

District

Requested by: J. Dan Gilmore, Agent for Exit 3 Investments, LLC, Owner

2. 5:46 p.m. - A Public Hearing - Comp Plan Text Amendment - OBJ CIE 1.2 Five-Year Schedule - CPA-2015-07 (first of two public hearings)

3. 5:47 p.m. - A Public Hearing - CRA Overlay Standards Ordinance

4. 5:48 p.m. - A Public Hearing - Small Scale Amendment 2015-06 - Saufley Field Road

5. 5:49 p.m. - A Public Hearing - SRIA Setback Ordinance (first of two public hearings)

6. 5:50 p.m. - A Public Hearing - SRIA Flood Plain Management Ordinance

7. 5:51 p.m. - A Public Hearing - Height Ordinance

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8744 County Administrator's Report 10. 1.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 09/03/2015

Issue: Request for Disposition of Property

From: Judy Witterstaeter, Program Coordinator
Organization: Escambia County Health Department

CAO Approval:

RECOMMENDATION:

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

That the Board approve the Request for Disposition of Property Form for the State of Florida Department of Health, Escambia County Health Department, and authorize the disposition of all the assets described in the list provided. All of the assets listed are County assets held and utilized by the State of Florida Department of Health, Escambia County Health Department and have been found to be of no further usefulness to the County; thus it is requested that the items be auctioned as surplus or disposed of properly.

BACKGROUND:

Florida Statutes requires the Board of County Commissioners to declare surplus all assets listed on the County's fixed asset inventory that will be disposed. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County and suitable to be auctioned 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:

Items have minimal residual value. Recommend that items be picked up for recycling.

Attachments

Disposition equip 9 2015

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO:		omptroller's Finance Departme Department: Escambia County F		tmont COST CEN	ITED NO.	3603014		
		Department: Escambia County P	теант Бераг					
Linda Moyer				DATE:	August 3, 2015 850-595-6500 ext 1010			
Property Custodian (PRINT FULL NAME) Property Custodian (Signature):				Phone No:				
REQUI	EST THE FOL	LOWING ITEM(S) TO BE DISP	OSED:					
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	100000000000000000000000000000000000000	AL NUMBER	MODEL	YEAR	CONDITION	
		see attached list						
X								
	.,							
Disposa	l Comments:	Equipment is obsolete or dam	naged and is	no longer fit for u	ıse			
			3					
INFORM	MATION TECH	INOLOGY (IT Technician):	Rudy Lopez					
			Print Name					
Condition	ons:Dis	spose-Good Condition-Unusable for	BOCC,					
	X Dis	spose-Bad Condition-Send for recyc	ling-Unusable	e				
Comput	er is Ready for	Disposition			7//	/		
					7			
Date:	8/3/2015	Information Technology Technic	cian Signature		1 10 pe			
Date: _ FROM:	Escambia Cour	nty Department Director (Signature)): 					
		Director (Print Nam	ne): John	J. Lanza, MD, P	hD, MPH, FAA	AP, Direct	or	
RECOM	MENDATION	:	10					
TO:	Board of Coun	ty Commissioners						
Meeting	Date:							
Approve	ed by the Count	y Commission and Recorded in the	Minutes of:					
		,		Pam Childers, Clerk	of the Circuit Cou	ırt & Comptr	oller	
				By (Deputy Clerk)				
This Eq	uipment Has Be	en Auctioned / Sold						
by:								
	Print Name		Signature			Date		
Property	Tag Returned	to Clerk & Comptroller's Finance D	Pepartment					
Clerk &	Comptroller's l	Finance Signature of Receipt		Date		2 67		

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

Property Number	Description	Serial Number	Model	Date Acquired	Condition
49966-000	WORK MODULE	N/A	N/A	6/26/2001	poor
50213-000	PRINTER LASERJET	USBNK12690	4100TN	5/21/2001	poor
51305-000	SANSUNG DIGITAL COMM SYSTEM	F592471138001		11/5/2002	poor
56079-000	OPTIPLEX 745 COMPUTER	2GD0RC1	OPTIPLEX 745	4/27/2007	poor
57919-000	420 VITAL SIGN MONITOR W/STAND		420 SERIES	7/30/2008	poor
58455-000	D8300 LAPTOP COMPUTER	HJ26LH1	D8300	10/14/2008	poor
58456-000	E6500 LAPTOP COMPUTER	GR4VKH1	E6500	10/14/2008	poor
58459-000	CARD PRINTER	P430014276	P4301	2/2/2009	poor
58461-000	DESKTOP TAPE PLAYER	HVRM15AU	VTR	3/17/2009	poor
49234-000	TRIAD S PHONE SYSTEM			12/15/2000	poor
49235-000	AUTO ATTENDENT VOICE SYSTEM		INTRO II	12/15/2000	poor
56333-000	SCANNER	W7136B00255	9800XL	3/22/2007	poor



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8745 County Administrator's Report 10. 2.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 09/03/2015

Issue: Request for Disposition of Property

From: Judy Witterstaeter, Program Coordinator
Organization: Escambia County Health Department

CAO Approval:

RECOMMENDATION:

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

That the Board approve the Request for Disposition of Property Form for the State of Florida Department of Health, Escambia County Health Department, and authorize the disposition of all vehicles described on the Request Form. All of the assets listed are County assets held and utilized by the State of Florida Department of Health, Escambia County Health Department and have been found to be of no further usefulness to the County; thus it is requested that the items be auctioned as surplus or disposed of properly.

BACKGROUND:

Florida Statutes requires the Board of County Commissioners to declare surplus all assets listed on the County's fixed asset inventory that will be disposed. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County and suitable to be auctioned 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:

Vehicles have been moved to the Escambia County Road Department.

Attachments

Disposition Vehicles 9 2015

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO:	Clerk & Comptroller's Finance Department								
FROM:	: Disposing Department: Escambia County Health Dept			t COST CEN	TER NO:	3603014			
Linda B	Linda B Moyer				DATE:	August 12, 2015			
Propert	y Custodian ((PRINT FU	LL NAME)						
Property Custodian (Signature): Linda Mayu				Phone No:	850-595-6500 x1010				
REOUE	ST THE FOL	LOWING IT	EM(S) TO BE DIS	POSED:					
TAG (Y/N)	PROPERTY NUMBER				AL NUMBER	MODEL	YEAR	CONDITION	
N	50541	2002	2 Ford Ranger	1FTYR	10U52TA28170		2002	poor	
N	50543	2002	2 Ford Ranger	1FTYR	1FTYR10U92TA28172		2002	poor	
N	51221	2003 (Chevrolet Blazer	1GNCS	S13X03K120175		2003	poor	
				1		-	1		
Disposal	Comments:	\/abialaa a	ro no longor fit for	intended us	-				
Disposai	Comments.	venicies a	re no longer fit for	intended use	9				
INFORM	IATION TECH	INOLOGY (I	l'Technician):	-					
				Print Name					
Conditio	ns:Dis	pose-Good Co	ondition - Unusable fo	or BOCC					
	Dis	pose-Bad Cor	ndition-Send for recy	cling-Unusable	;				
Compute	er is Ready for I	Disposition							
Date:		Informatio	n Technology Techn	ician Signature	: 1	JIA			
Date: FROM:]	Escambia Cour	nty Departmen	nt Director (Signature	e):	M				
			Director (Print Na	me): John	J. Lanza, MD, P	hD, MPH, FA	AP		
RECOM	MENDATION	:							
TO:	Board of Count	y Commissio	ners						
Meeting	Date:							Ŷ	
Meeting									
Approve	d by the County	Commission	and Recorded in the	e Minutes of:	19				
					Pam Childers, Clerk	of the Circuit Co	urt & Comptr	oller	
					By (Deputy Clerk)				
This Equ	ipment Has Be	en Auctioned	/ Sold						
hv:									
	Print Name			Signature			Date	_	
		o Clerk & Co	mptroller's Finance				Dute		
8 5				<u>.</u>	P		_		
Clerk &	Comptroller's I	inance Signa	ture 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

Al-8746 County Administrator's Report 10. 3.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 09/03/2015

Issue: Request for Disposition of Property

From: Judy Witterstaeter, Program Coordinator
Organization: Escambia County Health Department

CAO Approval:

RECOMMENDATION:

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

That the Board approve the Request for Disposition of Property Form for the State of Florida Department of Health, Escambia County Health Department, and authorize the disposition of all assets described on the Request Form. All of the assets listed are County assets held and utilized by the State of Florida Department of Health, Escambia County Health Department and have been found to be of no further usefulness to the County.

BACKGROUND:

Florida Statutes requires the Board of County Commissioners to declare surplus all assets listed on the County's fixed asset inventory that will be disposed. The surplus property listed on the attached Request for Disposition of Property has been checked and is of no use to the County and suitable to be 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:

Escambia County Health Department will deliver the equipment to the Escambia County School District.

Attachments

Disposition School dist

TO:	Clerk & Co	omptroller's Finance Departme	ent				
FROM	: Disposing l	Department: Escambia County F	Health Depart	ment COST CEN	TER NO:	3603014	
Linda I	Moyer			DATE:	August 3, 20	15	
Proper	ty Custodian	(PRINT FULL NAME)			×		
Proper	ty Custodian (Signature): Lindu M	leyer	Phone No:	850-595-650	0 ext 101	10
REQUE	EST THE FOL	LOWING ITEM(S) TO BE DISP	OSED:				
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
Y	62086	SURESIGHT VISION SCREENER	2	01500053	14000	2015	excellent
Υ	62085	SURESIGHT VISION SCREENER	2	01500051	14000	2015	excellent
Y	58535	POWEREDGE 2850 SERVER	8	BVWCPL1	POWEREDGE 2850	2010	GOOD
L							
	l Comments:	Request for disposition of property pu				School Di	strict. Equipment
will be o	donated to the	Escambia County School District	t after the disp	position request is	approved.		
INFORM	MATION TECH	INOLOGY (IT Technician):	Rudy Lopez				
			Print Name				
Conditio	ons: X Dis	spose-Good Condition-Unusable for	r BOCC				
	S	spose-Bad Condition-Send for recyc		. ×			
	Dis	pose-Bad Condition-Send for recyc	ing-Onusable	8	2		
Comput	er is Ready for I	Disposition			7.11_		
					7	_/	
Date:	8/3/2015	Information Technology Technic	cian Signature	· / .	Jo per		
Date: _ FROM:	Escambia Cour	aty Department Director (Signature)):	John (y Will		
		Director (Print Nam	ne): John	J. Lanza, MD, P	hD, MPH, FAA	P, Direct	or
RECOM	IMENDATION	•					
		y Commissioners					
		~					
Meeting	; Date:						
· I		G IB					
Approve	ed by the County	Commission and Recorded in the	Minutes of:	Danie Obildanie Obed	-6110::10	100	- H
				Pam Childers, Clerk	of the Circuit Cou	rt & Compti	oller
				By (Deputy Clerk)	<u> </u>		
This Equ	uipment Has Be	en Auctioned / Sold					
by:	# The state of the						
	Print Name		Cianatura			Data	
		o Clerk & Comptroller's Finance D	Signature			Date	
rroperty	rag Returned t	to clerk & computation s rinance L	срагинени				
Clerk &	Comptroller's I	Finance Signature of Receipt		Date	——————————————————————————————————————		



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8819 County Administrator's Report 10. 4.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 09/03/2015

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 three Request for Disposition of Property Forms for the Public Safety Department, for property described and listed on the Request Forms, with reasons for disposition stated.

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 Forms 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 H, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, all property will be disposed of according to the Disposition of County Property Policy.

Attachments

Disposition of Property Form

TO:	Clerk & Co	mptroller's Finance Departme	ent				
FROM:	Disposing I	Department: Public Safety		COST CEN	ITER NO:	330401	
Tamika	L Williams			DATE:	8/19/15		
		(PRINT FULL NAME)					
	y Custodian (1-10	Dul	Phone No:	850-471-64	125	
REQUE	ST THE FOL	LOWING ITEM(S) TO BE DISP	OSED:				
	PROPERTY NUMBER	DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
Υ	048381	Sharp Projector	9	10313498	Sharp	2000	poor
Y	043072	GENERATOR				1995	GOOD
Y	039281	4X8 TRAILER				1992	GOOD
						_	
Disposal	Comments:	The items listed above are no	longer of us	se to the Public S	Safety Departs	 ment	
•		The Remainsted above are ne	nonger or a	oc to the r abile c	balcty Doparti		
DIEODA	(ATTON TOO	NIOI OCY (TTT1-1-2)		·			
INFURM	IATION TECH	INOLOGY (IT Technician):	D.L. AT				
			Print Name				
Condition	ns:Dis	pose-Good Condition-Unusable fo	r BOCC				
	Dis	pose-Bad Condition-Send for recyc	oling-Unusable	;			
Compute	r is Ready for l	Disposition					
,							
Date:		Information Technology Techni	çian Signature		\		
Date: 8/	19/15			(11			
		 aty Department Director (Signature	١,	V//	/		
PROWL I	escamora Com	ty Department Director (Signature		-M			
		Director (Print Nan	ne): Mich	ael D. Weaver			
RECOM	MENDATION		· · · · · · · · · · · · · · · · · · ·				
		ty Commissioners					
		y					
Meeting	Date: 9/3/15						
Approved	d by the County	y Commission and Recorded in the	Minutes of:				
				Pam Childers, Cleri	k of the Circuit C	ourt & Compt	oller
				By (Deputy Clerk)		<u> </u>	*
This Equ	ipment Has Be	en Auctioned / Sold		·			
by:							
	Print Name	-	Signature			Date	
Property	Tag Returned	to Clerk & Comptroller's Finance I	Department				
Clerk & 0	Comptroller's 1	Finance Signature of Receipt		Date			
CIVIL IV	combagnor ar	TIMETON DIPHRIMIN OF MODOIDE					

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

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TO:		•	s Finance Departme ;; Public Safety	ent	COST CEN	TER NO:	330402	
	. Disposing in	opui unom	, abile callety				000+02	
	ty Custodian (PRINT FU	JLL NAME)		DATE:	8/19/15		
-	ty Custodian (•	Smilet	W	Phone No:	850-471-64	25	
REQUE	EST THE FOLI	LOWING IT	ГЕМ(S) TO BE DISP	OSED:				
TAG (Y/N)	PROPERTY NUMBER	DESCR	PTION OF ITEM	SERIA	AL NUMBER	MODEL	YEAR	CONDITION
Y	056753	1	6 port CDRW		22070	3965-01280	2007	poor
Disposa	l Comments:	The items	listed above are no	longer of us	se to the Public S	afety Departn	nent	
Condition Compute Date: Date: 8 FROM:	Dis er is Ready for I /19/15	spose-Good Cospose-Bad Co Disposition Information	Condition-Unusable for ondition-Send for recyclen Technology Technion Director (Signature Director (Print Name)	cian Signature				
	Board of Count		oners					
Meeting	Date: 9/3/15							
Approve	ed by the County	y Commissio	n and Recorded in the	Minutes of:	Pam Childers, Clerk By (Deputy Clerk)	of the Circuit Co	urt & Compt	roller
This Equ	uipment Has Be	en Auctioned	I / Sold		- Constitution of the Cons			
by:			<u></u>					
	Print Name	to Clark & C	ometrelles Plane	Signature			Date	
rroperty	rag Keturned t	o Cierk & Ci	omptroller's Finance 🛚	epartment				
Clerk &	Comptroller's I	Finance Sign	ature of Receipt	•	Date		-	

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

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TO:		-	Finance Departme	nt	GOGT GEN			
	-	Department	: Public Safety		COST CEN	ITER NO:	330403	
	L Williams	(2022) (C. E. F.			DATE:	8/19/15		
Proper	ty Custodian	(PRINT FU	LL NAME)					
Proper	ty Custodian ((Signature):	Dony!		Phone No:	850-471-64	25	
REOUE	ST THE FOL	LOWING IT	EM(S) TO BE DISP	OSED.				
TAG (Y/N)	PROPERTY NUMBER		PTION OF ITEM		L NUMBER	MODEL	YEAR	CONDITION
Y	044280	-	Transceiver	9200	023FHE2090	9102 Telos	1996	poor
Dignoga	Comments:	The Harris	listed should are no	lamana af	a ta tha Dublic O	-6-4-5		
Бюрова	i Commento,	The items	listed above are no	longer or us	e to the Public S	arety Departn	nent	· ·
INFORM	MATION TECH	INOLOGY (I	T Technician):					
			_	Print Name				
Conditio			ondition-Unusable for					
G4			ndition-Send for recyc	ling-Unusable				
Comput	er is Ready for l	Jisposition						
Date:		Informatic	on Technology Technic	cian Signature	11		u z	
Date: 8	/19/15			. (
FROM;	Escambia Cour	ity Departmei	nt Director (Signature)	:				
			Director (Print Nam	e); <u>Micha</u>	ael D. Weaver			
RECOM	IMENDATION							
TO;	Board of Count	y Commissio	ners					
Meeting	Date: 9/3/15							
Approve	ed by the County	Commission	and Recorded in the l	Minutes of:	m olitica olitica			
					Pam Childers, Clerk By (Deputy Clerk)	of the Circuit Co	urt & Comptr	oller
This Equ	upment Has Be	en Auctioned	/ Sold			1.00.1110.00		The second of
by:	<u> </u>							
	Print Name			Signature			Date	
Property	Tag Returned (o Clerk & Co	emptroller's Finance D	epartment				
Clerk &	Comptroller's I	inance Signa	ture of Receipt		Date	The state of the s	-	

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

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8787 County Administrator's Report 10. 5.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 09/03/2015

Issue: Public Hearing to Amend the Contractor Competency Board Ordinance

From: Donald R. Mayo, Building Official/Department Director

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing - Donald R. Mayo, Building Official/Building Services Department Director

That the Board authorize the scheduling of a Public Hearing on September 24, 2015, at 5:31 p.m., concerning the review of Amendments to an Ordinance pertaining to the Contractor Competency Board - Chapter 18, Article II, Division 2, Section 18-56 and Chapter 18, Article II, Division 3, Section 18-80, of the Escambia County Code of Ordinances.

BACKGROUND:

The Contractor Competency Board Ordinance was established to regulate licensed contractors in construction activities for which a County Certificate of Competency or state certification/registration is required in order to protect consumers requiring contracting services. The amended ordinance reduces the number of members from 15 to 9 in accordance with F.S. § 162.05(2) that sets forth requirements for a local government enforcement board and defines the membership requirements. The amendment is also intended to require any Certificate of Competency expired for a period of three years or greater to retest; and makes the ordinance more comprehensive by clarifying certificate renewal, restoration, termination and re-examination.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Ordinance was reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. A copy of the Draft Ordinance is provided for review until after the Ordinance is adopted at the September 24, 2015, BCC Meeting.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Chapter 18, Article II of the Escambia County Code of Ordinances, enacted on August 7, 2004, establishes the Escambia County Contractor Competency Board and vests the Competency Board with certain duties related to the licensing of contractors in Escambia County.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance 2015 Amending 18 56 and 18 80

1	ORDINANCE NUMBER 2015
2 3 4 5 6 7 8 9 10 11 12 13 14	AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING CHAPTER 18, ARTICLE II, DIVISION 2, SECTION 18-56 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES BY REDUCING THE NUMBER OF CONTRACTOR COMPETENCY BOARD MEMBERS; AMENDING CHAPTER 18, ARTICLE II, DIVISION 3, SECTION 18-80 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES REQUIRING REEXAMINATION FOR CERTIFICATES OF COMPETENCY EXPIRED FOR A PERIOD OF TIME OF THREE YEARS OR GREATER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.
15	WHEREAS, Chapter 18, Article II of the Escambia County Code of Ordinances
16	establishes the Escambia County Contractor Competency Board and vests the
17	Competency Board with certain duties related to the licensing of contractors in
18	Escambia County; and
19	WHEREAS, the Escambia County Building Official has identified two areas
20	where greater efficiencies may occur in the administration of the Competency Board's
21	licensing program; and
22	WHEREAS, the Building Official desires to reduce the Competency Board's
23	membership from 15 members to 9 members in accordance with F.S. § 162.05(2) that
24	sets forth requirements for a local government enforcement board; and
25	WHEREAS, the Building Official also requests that reexamination be required for
26	Certificates of Competency expired for a period of three years or greater; and
27	WHEREAS, both changes will require amendments to Chapter 18, Article II; and
28	WHEREAS, the Building Official has presented both requests to the Competency
29	Board and they concur with the necessity of the amendments; and

- WHEREAS, the Board of County Commissioners finds that these amendments
- 2 will result in a more efficient and expeditious licensing program for contractors operating
- in Escambia County, and that the amendments therefore advance the public health,
- 4 safety, and welfare.
- 5 NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY
- 6 COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:
- 7 **SECTION 1.**
- 8 Chapter 18, Article II, Division 2, Section 18-56 of the Escambia County Code of
- 9 Ordinances is hereby amended to read as follows (words underlined are additions and
- 10 words stricken are deletions):
- 11 Sec. 18-56. Contractor competency board.
- 12 (a) The county contractor competency board is hereby authorized to perform the
- duties set forth in this article. The contractor competency board shall consist of 15-9
- members who are residents of Escambia County appointed by the board of county
- commissioners as follows: a general contractor, a building contractor or residential
- contractor, a sheet metal or specialty structure contractor, a roofing contractor, an air-
- 17 conditioning contractor, or a mechanical contractor, a swimming pool/spa contractor, a
- master plumber, an irrigation sprinkler contractor, master gas contractor, an architect,
- engineer, or business person and four two lay consumer members. Such consumer
- members are not at the time of appointment, and have never been previously a member
- or practitioner of a profession regulated by the board or a member of any closely related
- 22 profession. The county attorney shall be advisor to the contractor competency board.

- 1 The building official, or his designee shall be the ex officio secretary to the contractor
- 2 competency board.
- 3 (b) Members of the contractor competency board shall serve terms of three years. A
- 4 vacancy on the competency board shall be filled by appointment by the board of county
- 5 commissioners for any unexpired term.
- 6 (c) Terms of members of the contractor competency board shall be staggered so
- that terms of some members shall expire each year. Members, whose terms have
- 8 expired, may be reappointed to additional terms at the discretion of the board of county
- 9 commissioners. Members whose terms have expired shall serve until a reappointment
- is made to the Board by the Board of County Commissioners.
- 11 (d) Any member of the contractor competency board may be removed from office for
- any reason by a majority vote of the board of county commissioners. Vacancies existing
- on the contractor competency board shall be filled for the balance of the vacated term
- by appointment by the board of county commissioners of an individual meeting the
- same qualifications as the original appointment.
- 16 (e) The chairman and vice chairman of the contractor competency board shall be
- elected annually by a majority vote of the competency board members voting at its
- 18 October September meeting. Members of the contractor competency board shall
- receive \$50.00 per meeting as compensation for their services.

SECTION 2.

- Chapter 18, Article II, Division 3, Section 18-80 of the Escambia County Code of
- 22 Ordinances is hereby amended to read as follows (words underlined are additions and
- 23 words stricken are deletions):

Sec. 18-80. Certificate termination.

- (a) Expiration of certificates of competency. Certificates of competency issued prior to March 1, 2011, shall expire on the birthdate of the license holder. Certificates of competency issued on or after March 1, 2011, shall expire one calendar year (365 calendar days) after issuance.
 - (1) Failure to renew certificates of competency during the month of the expiration date shall cause such certificates to become invalid and it is unlawful thereafter for any person to engage or offer to engage, or hold himself or herself out as engaged in, contracting under the certificate unless such certificate is restored or reissued.
 - (2) A certificate which is invalid because of failure to timely renew shall be automatically restored if the application for renewal and payment of the proper renewal fee are made within 90 days after the expiration date. The renewal fee for restoration within this time period shall be equal to the current application fee plus the required renewal fee set by resolution of the board of county commissioners pursuant to section 18-82.
 - (3) If application for restoration of a certificate of competency is made subsequent to the expiration of the 90-day automatic renewal period, the contractor competency board may, prior to restoration of the certificate, reexamine the applicant's qualifications to hold a certificate of competency in the category for which restoration is requested. Pursuant to the authority granted in section 18-57 and section 18-58, the contractor competency board shall adopt regulations establishing the guidelines the contractor competency board will follow in reexamining the applicant's qualifications for

- a certificate of competency in a particular category, and shall thereafter apply these
- 2 guidelines uniformly to all applicants seeking restoration of certificates under this
- 3 section. If the contractor competency board determines, after reexamining the
- 4 applicant's qualifications in accordance with the guidelines, that restoration of the
- 5 expired certificate in the category of prior registration should not be approved, the board
- 6 may either reissue the applicant a certificate in a lesser category for which the applicant
- 7 is found qualified, or may require the applicant to take the examination required under
- 8 section 18-76 in the category for which restoration of the certificate is sought.

- A certificate or registration which is inoperative because of failure to renew after ninety (90) days of the expiration date, but within three (3) years of the expiration date, shall be restored on payment of a late fee in the amount of \$200.00, plus payment of all annual renewal periods and required documentation to bring the certificate current.
- (4) Failure of license holder to renew by license holder within two three years after the expiration of his or her license shall result in it being revoked by operation of law. Thereafter, reexamination will be required for any such person. The contractor competency board may waive the requirement for reexamination following a quasijudicial public hearing at which the applicant shall be given the opportunity to show good cause as to 1) why such reexamination should be waived and 2) that such waiver will not adversely affect public safety. The decision of the contractor competency board shall be in writing and is appealable to the board of county commissioners pursuant to section 18-59. The board of county commissioners may restore a certificate of competency without reexamination upon the finding by it that the contractor competency

- board's decision is not supported by the record and upon a determination of good cause for such restoration as well as no adverse effects on the public safety as demonstrated by the record before it. Decisions of the board of county commissioners pursuant to this procedure shall be binding on any aggrieved party; provided, however, that the rights of any aggrieved person to seek legal redress in a court of competent jurisdiction shall not be infringed. Applicants whose expired certificates are restored or reissued under this section shall pay a fee equal to the current application fee plus the required renewal
 - (b) Inactive registration:

(1) A person who holds a valid certificate of competency from the contractor competency board may go on inactive status during which time he or she shall not engage in contracting. Inactive contractors shall pay an inactive status fee established pursuant to resolution of the board of county commissioners, in accordance with section 18-82.

fees set by resolution of the board of county commissioners pursuant to section 18-82.

(2) Any employee of a public agency within the county who holds a current registration or certification with state construction industry licensing board, and who by reason of his or her current employment with such public agency, is prohibited from being actively engaged in contracting because to do so would place him or her in a conflict of interest, will, be issued a certificate from the contractor competency board and be placed on inactive status without further cost to him or her until such time as he or she is not in a position of conflict. Upon termination of his or her conflicting public employment, he or she will become an active or inactive contractor upon payment of the current renewal fee.

1 Section 3. Severability.

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

4 affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2014); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date.

13	Thi	s Ordinance shall become ef	fective upon filing with the Departn	nent of State.
14	DO	NE AND ENACTED this	day of	_, 2015.
15				
16			BOARD OF COUNTY COMMISS	IONERS
17			ESCAMBIA COUNTY, FLORIDA	
18				
19			0. 0	
20			Steven Barry, Chairman	
21				
22	ATTEST:	PAM CHILDERS		
23		Clerk of the Circuit Court		
24				
25		BY:		
26		Deputy Clerk		
27				
28				
29				
30	(Seal)			

Enacted:

- Filed with Department of State:
- Effective:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8803 County Administrator's Report 10. 6.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 09/03/2015

Issue: Reappointments to the BID Inspections Fund Advisory Board (IFAB)

From: Donald R. Mayo, Building Official/Department Director

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointments to the BID Inspections Fund Advisory Board (IFAB) - Donald R. Mayo, Building Official/Building Services Department Director

That the Board take the following action concerning the Home Builders Association of West Florida's recommendation for reappointment of two members to the BID Inspections Fund Advisory Board (IFAB):

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

- B. Reappoint the following two members for a three-year term, beginning October 1, 2015, through September 30, 2018:
- 1. John M. Harold, Builder, J. M. Harold Construction, Inc.; and
- 2. Karen Polk Wright, Senior Vice President Commercial Banking, ServisFirst Bank.

The BID Investment Fund Advisory Board is governed under the the Escambia County Code of Ordinances Number 2004-56, Chapter 46, Article VI, Section 46-286. Members are appointed by the Board of County Commissioners with the names of individuals to be submitted by the Home Builders Association of West Florida. Members serve a three year term and may be re-appointed to serve additional terms in accordance with the Escambia County Code of Ordinances, Section 46-286(f)(2).

BACKGROUND:

The BID Investment Fund Advisory Board (IFAB) is governed under the the Escambia County Code of Ordinances Number 2004-56, chapter 46, Article VI, Section 46-286. Members are appointed by the Board of County Commissioners with the names of individuals to be submitted by the Home Builders Association of West Florida. Members serve a three year terms and may be reappointed to serve additional terms in accordance with the Escambia County Code of Ordinances, Section 46-286(f)(2).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The BID Investment Fund Advisory Board (IFAB) shall meet at least quarterly in accordance with the requirements of Florida's Government in the Sunshine Law with the Building Official, to review compliance and make recommendations on the Department's budget, service fees and costs, and other related financial matters.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

<u>HBA West Florida_Recommendation for Reappointment of John M. Harold and Karen Polk Wright</u>

Resume of John M. Harold

Resume of Karen Polk Wright

From: David Peaden

To: Donald R. Mayo

Cc: Glenda S. Garrett

Subject: IFAB Re-Appointments

Date: Friday, July 24, 2015 10:54:32 AM

Attachments: John Harold Resume.doc

KPW Resume 2015.pdf

Dear Mr. Mayo:

The Home Builders Association respectfully requests the nomination of John Harold of J.M. Harold Construction and Karen Wright of Servis First Bank to be reappointed to the Inspections Fund Advisory Board (IFAB).

Sincerely,

David Peaden Executive Director Home Builders Association of West Florida 4400 Bayou Blvd., Suite 45 Pensacola, Florida 32503 850-476-0318

John Harold J. M. Harold Construction, Inc. P O Box 6031 Pensacola, Florida 32503 0031

Office: 850-477-8686 Fax: 850-484-4847

- President of J.M. Harold Construction, Inc.
- Certified Building Contractor since 1972
- Past President of the Home Builders Association of West Florida
- Past Chair of the HBA's Cost and Codes Committee
- Actively building in Escambia and Santa Rosa Counties since 1977

Karen Polk Wright

204 Newberry Street Cantonment, FL 32533 (850) 969-9807

PROFESSIONAL EXPERIENCE:

ServisFirst Bank, Pensacola, Florida (January 2011 - current)

Senior Vice President - Commercial Banking

- Responsible for production and management of \$64MM commercial loan portfolio
- Business development
- Financial analysis of credits
- Establish and negotiate credit terms
- Assist with establishing and opening of branch facility in a new market (2011)

Coastal Bank and Trust of Florida (May 2000 - January 2011)

Senior Vice President - Commercial Banking

- Responsible for managing over \$80MM commercial loan portfolio
- Responsible for development of two junior lenders with total portfolios of \$115MM
- Business development
- Financial analysis of credits
- Establish and negotiate credit terms
- Identify and manage special assets
- Responsible for leadership, growth and support of six team members

SouthTrust Bank, NA, Pensacola, Florida (March 1998 – May 2000)

Assistant Vice President – Commercial Lending / Branch Manager

- Managed a \$50MM branch
- Responsible for over \$12MM in new commercial loan production ('99)
- Business development
- Financial analysis of credits
- Establish and negotiate credit terms
- Supervised a staff of eight employees

Hess Financial Services, Pensacola, Florida (February 1996 - March 1998) Office Manager / Administrative Assistant

- Primary responsibility was to insure compliance with federal and state regulatory requirements governing loan brokerage and real estate brokerage firms
- Performed spreadsheet analysis of real estate loan transactions
- Responsible for market research and development of prospects

Regions Bank, Pensacola, Florida (May 1990 - February 1996)

Administrative Assistant - Commercial Lending / Consumer Lending

- Administrative assistant to three commercial lending Vice Presidents
- Analyzed, made credit decisions and funding consumer loan requests
 Responsible for regulatory compliance on a \$60MM loan portfolio

- Monitored, maintained and regulated commercial revolving lines of credit
- Assisted in the process of analyzing and reviewing commercial credit requests
- · Operational administrator for In-Direct Lending department

EDUCATION:

Troy State University, Troy, Alabama, 1997 Bachelors of Science in Business Administration / Management Magna Cum Laude, National Honor Society

COMMUNITY INVOLVEMENT:

AMI Kids Pensacola, Inc., Pensacola, Florida (January 2012 - 2015) Board of Directors

• Annual Campaign Committee (2012 - 2014)

Community Drug and Alcohol Council (CDAC), Pensacola, Florida (June 2001 – Present) Board of Directors

- President (2006 2008)
- *Past President* (2008 2009)
- Treasurer (2003 2005; 2012 2013)
- Audit Committee Chair (2010 2011)
- President (2013 2015)

Pensacola Habitat for Humanity Inc., Pensacola, Florida (January 2013 - Present) Board of Directors

- Finance Committee (February 2013 Present)
- Delinquency Reduction Committee (January 2013 present)

Escambia County - BID Inspections Fund Advisory Board (IFAB)

• Advisory Board Member (June 2013 - Present)

Pensacola Little Theatre (PLT), Pensacola, Florida (May 2011 – 2013) Board of Directors

• Sponsorship Committee Chair for Cabaret (2011 - 2013)

Council on Aging, Retired Senior Volunteer Program (RSVP) Advisory Board, Pensacola, Florida (February 2001 – December 2008) Board Member

• Fundraising Committee (2002 – 2007)

Boy Scouts of America, Pensacola, Florida (January 1995 – February 2003) Friends of Scouting Committee (1995 – 2003)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8788 County Administrator's Report 10. 7. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 09/03/2015

Issue: Adoption of a Maintenance Map for a Portion of Crary Road in Century,

Florida for a FDOT Bridge Replacement Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Adoption of a Maintenance Map for a Portion of Crary Road in Century, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning adoption of a Maintenance Map for a portion of Crary Road in Century, Florida:

A. Adopt the Florida Department of Transportation Maintenance Map F.P. No. 4322881, for a portion of Crary Road (approximately 140 feet in length), going north off of Byrneville Road and located south of Tedder Road in Century, Florida. This map delineates the extent of County maintenance to define County property in areas where the County maintains roads without having deeded right-of-way;

- B. Approve said areas shown on the Maintenance Map for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and
- C. Authorize the Chairman or Vice Chairman to accept the Maintenance Map as of the day of delivery of the Map to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute the Map for recording at that time.

BACKGROUND:

Escambia County has maintained a portion of Crary Road (approximately 140' in length), north of Byrneville Road and south of Tedder Road in Century, Florida, as depicted on the accompanying map, numbered F.P. No. 4322881.

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

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

Map number F.P. No. 4322881, depicting the extent of county maintenance, was produced under the supervision of the Florida Department of Transportation (FDOT). By certifying the Map, the Chairman or Vice Chairman of the Escambia County Board of County Commissioners has certified that the county has maintained the road for more than the required seven years, and that the extent of maintenance shown is accurate. Based on archived records and personal experience, Road Division staff acknowledges continuous maintenance for over seven years. Upon approval by the Board, the Clerk of the Court will file the map in the Public Records, as described in Florida Statutes, Chapter 95.361.

This is related to a FDOT Bridge Replacement Project and FDOT needs to confirm that the local agency has retained ownership of the right-of-way for the past 4 consecutive years.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Maintenance / Right of Way Control Survey has been prepared and certified by Jason Hill, PSM, Florida Registration No. 6008. The County Attorney's Office has stated that because the map is a technical document rather than a legal document, it does not require legal sign off.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval and execution, the map will be filed by the Clerk in the Public Records with similar approved Road Maintenance Maps. The Public Works Department, Roads Division, retains maintenance documents and has reviewed and approved the Maintenance Map.

Crary Rd _ Aerial

Crary Rd Maint Map Pg1

Crary Rd Maint Map Pg2

Crary Rd Maint Map Pg3

Crary Rd Maint Map Pg4

95.361 Roads presumed to be dedicated .--

- (1) When a road, constructed by a county, a municipality, or the Department of Transportation, has been maintained or repaired continuously and uninterruptedly for 4 years by the county, municipality, or the Department of Transportation, jointly or severally, the road shall be deemed to be dedicated to the public to the extent in width that has been actually maintained for the prescribed period, whether or not the road has been formally established as a public highway. The dedication shall vest all right, title, easement, and appurtenances in and to the road in:
- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System,
- whether or not there is a record of a conveyance, dedication, or appropriation to the public use.
- (2) In those instances where a road has been constructed by a nongovernmental entity, or where the road was not constructed by the entity currently maintaining or repairing it, or where it cannot be determined who constructed the road, and when such road has been regularly maintained or repaired for the immediate past 7 years by a county, a municipality, or the Department of Transportation, whether jointly or severally, such road shall be deemed to be dedicated to the public to the extent of the width that actually has been maintained or repaired for the prescribed period, whether or not the road has been formally established as a public highway. This subsection shall not apply to an electric utility, as defined in s. 366.02(2). The dedication shall vest all rights, title, easement, and appurtenances in and to the road in:
- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System, whether or not there is a record of conveyance, dedication, or appropriation to the public use.
- (3) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has vested in the state, a county, or a municipality in accordance with subsection (1) or subsection (2) or by any other means of acquisition, duly certified by:
- (a) The secretary of the Department of Transportation, or the secretary's designee, if the road is a road in the State Highway System or State Park Road System;
- (b) The chair and clerk of the board of county commissioners of the county, if the road is a county road; or
- (c) The mayor and clerk of the municipality, if the road is a municipal road or street, shall be prima facie evidence of ownership of the land by the state, county, or municipality, as the case may be.

- (4) Any person, firm, corporation, or entity having or claiming any interest in and to any of the property affected by subsection (2) shall have and is hereby allowed a period of 1 year after the effective date of this subsection, or a period of 7 years after the initial date of regular maintenance or repair of the road, whichever period is greater, to file a claim in equity or with a court of law against the particular governing authority assuming jurisdiction over such property to cause a cessation of the maintenance and occupation of the property. Such timely filed and adjudicated claim shall prevent the dedication of the road to the public pursuant to subsection (2).
- (5) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

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

Note.--Former s. 337.31.

MAINTENANCE CLAIM MAP: F.P. No. 4322881





ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT
DISTRICT 5
JMK 08//06/2015

LEGEND - ACRE - AHEAD - ALUMINUM - PLAT BOOK - POINT OF CURVATURE - PERMANENT CONTROL POINT A5500 - ASSOCIATES - AZIMUTH AZ. F.Q.C. - POINT ON CURVE - BACK - PAGE BASELINE POINT OF INTERSECT - REGINNING OF SURVEY - CENTERLINE P.E. PK # PARKER KALON PROFESSIONAL LAND SURVEYOR POINT ON TANGENT - COMPUTED CURVE NUMBER F.R.C. POINT OF REVERSE CURVE - PRELIMINARY E.R. - COUNTY ROAD CONC. CORN. CORP. CONST - CONCRETE - PERMANENT REFERENCE MONUNENT - PROPERTY, PROPOSED - CORNER PROP PROFESSIONAL SURVEYOR AND MAPPER PROFESSIONAL SURVEYOR AND MAPPER PROBLEMS OF TANGENCY PUBLISHED RANGE ROAD APPERENCE PEGISTRAD = CORPORATION = CONSTRUCTION = PENNYWEIGHT = DELTA ANGLE - DEGREE OF CURVE - DEED HEASUREMENT - REGISTERED - REGISTERED LAND SURVEYOR EFR - ELECTRONIC DELD BOOK - RANGE EAST E.O.S. RANGE WEST EXIST. - EXISTING RIGHT OF WAY # FIELD MEASUREMENT FIDERAL AID PROJECT FLORIDA DEPARTMENT OF TRANSPORTATION SOUTHEAST = STATE ROAD ŤL. - FLOREDA - STATE ROAD DEPARTMENT 1100 1.0; 17 - FOUND - FINANCIAL PROJECT - SECTION - PERT, FORT S.F. - SOUARE FEET GALV - GALVANIZED - STATION GLO. - GENERAL LAND DIFFICE ST . ATREET, SAINT SURVEY, SURVEYOR SURVEY, SURVEYOR SOUTHWEST TANGENT OR TOWNSHIP TOWNSHIP NORTH TOWNSHIP SOUTH - GOVERNMENT HWY. - HIGHWAY IDENTIFICATION INCORPORATED - IRON PIPE MAC - IRON BOD & CAP Th - TANGENT BEARING - LENGTH OF CURVE - TANGENT TO CURVE - UNITED STATES T.C. U.S. 1.1 + LINE LABEL - LICENSED BUSINESS - UNITED STATES COASTAL AND GEODETIC SURVEY USCAGE LOC - LIMITS OF CONSTRUCTION - UNITED STATES DEPARTMENT OF AGRICULTURE 15 - LICENSED SURVEYOR USOA - LEFT MAINT. - MAINTAINED - WITH - MARK - WITNESS - MONUMENT WEL - WORK PROGRAM ITEM

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- SECONDS. INCHES

- DEGREES

- AND - EASTING

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SHEET NO.	DESCRIPT	YON		
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5	KEY MAP			
3-4	DETAIL SHEET, REFERENCE POIN	(TS		

GENERAL NOTES

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- PRIMARY GEODETIC NETWORK CONTROL WAS ESTABLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION. ALL SECONDARY TRAVERSES PERFORMED BY DIVERSIPED DESIGNA AND DASTRING SERVICES ARE BASED ON SAID CONTROL.
- THIS SURVEY WAS PERFORMED FOR THE PURPOSE OF ESTABLISHING A CENTERLINE OF SURVEY, LOCATING LIMITS OF MAINTAINED RIGHT OF WAY, EXISTING MONAMENTATION MCCESSARY, LONG LIMES AND MACHING ADOLINGAL MONUMENTS WHERE REQUIRED. SAID DATA TO BE USED IN THE PREPARATION OF RIGHT OF WAY MAPS.
- UNLESS OTHERWISE SHOWN, ALL DATA NOTED AS (F) HAS BEEN CALCULATED FROM A CLOSED FIELD YRAVERSE OR DIRECT FIELD MEASUREMENT.
- E ANGLES ARE 90"00"00" UNLESS SHOWN ETHERWISE

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- NOT TO SCALE

- NORTH AMERICAN VERTICAL DATUM

- THIS MAINTENANCE I RIGHT OF WAY CONTROL SURVEY IS SUPPORTED BY A SURVEYOR'S REPORT FOR F.P. 4322881. ADDITIONAL PERTITIENT INFORMATION REGARDING THE SURVEY CAN BE FOUND IN SAID REPORT.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN REDUCED. IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.
- THE FIELD WORK FOR THIS SURVEY WAS STARTED ON FEBRUARY 5, 2015 AND COMPLETED ON MARCH 32, 2015.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY. EASEMENTS OWNERSHIP OR OTHER INSTRUMENTS OF RECORD. 12.
- THIS MAINTEMANCE / RIGHT OF WAY CONTROL SURVEY MAP WAS PREPARED BY NOBLES CONSULTING GROUP, INC. 2044 PABLO AVENUE, TALLANASSEE FLORIDA, 32308 PHONE (830) 381-1179

STATE OF FLORIDA

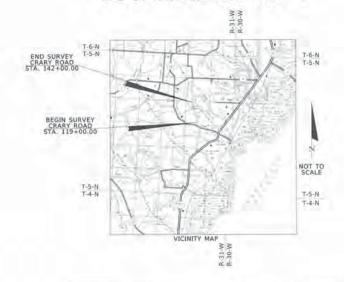
PENSACOL

DEPARTMENT OF TRANSPORTATION

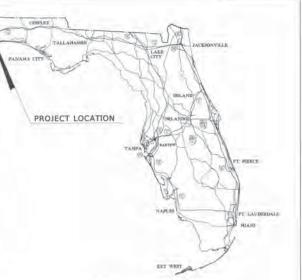
MAPS OF THE STATE HIGHWAY

MAINTENANCE / RIGHT OF WAY CONTROL SURVEY

> F.P. No. 4322881 CRARY ROAD OVER PRITCHETT MILL CREEK **BRIDGE NO. 484048 ESCAMBIA COUNTY**



STATION	(EASTING)	(NORTHING)	SCALE FACTOR
B.O.S. STA, 119+00.00	1086827.0046	719911.8750	1.00004144
P.I. STA. 121+18.79	1086777.7083	720125.0424	1.00004158
P.I. STA. 136+32.18	1086637,3147	721632.0842	1.00004256
E.O.S. STA. 142+00.00	1086503.2036	722184.0555	1.00004292



SURVEYOR'S CERTIFICATION



NOT VALID WITHOUT SIGNATURE AND DRIGINAL BAISED SEAL

COMMISSIONER'S CERTIFICATION

THIS IS TO CERTIFY THAT SHEETS WITHIN AND ATTACHED NUMBERED 1 TO A. CONSTITUTE A TRUE COPY OF THE OFFICIAL MANYERMACEPRIOLITY OF CONTROL MAY SHOWING LOCATION AND SURVEY OF OVERSHED DESIGN AND DANTHIN SERVICES, MIC. FOR A PORTION OF CRARY ROAD DESIGNATED AS F.P. NO. 4322841 IN ESCAMBLA COUNTY, TLORIDA.

) PURTHER CERTIFY THAT THE RIGHT OF WAY LIMITS AS SHOWN ON THIS MAP HAVE BEEN MAINTAINED CONTINUOUSLY FOR FOUR IN) YEARS WITHOUT INTERRUPTION.

IN WITNESS WHEREOF, WE MAYE HEREUNTO SET DUR HANDS AND AFFIRED THE SEAL OF ESCAMBIA COUNTY AT PENSACULA, FLORIDA, THIS DAY A.D. 2015

STEVEN BARRY, CHAIRMAN BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

CLERK OF COURT CERTIFICATION

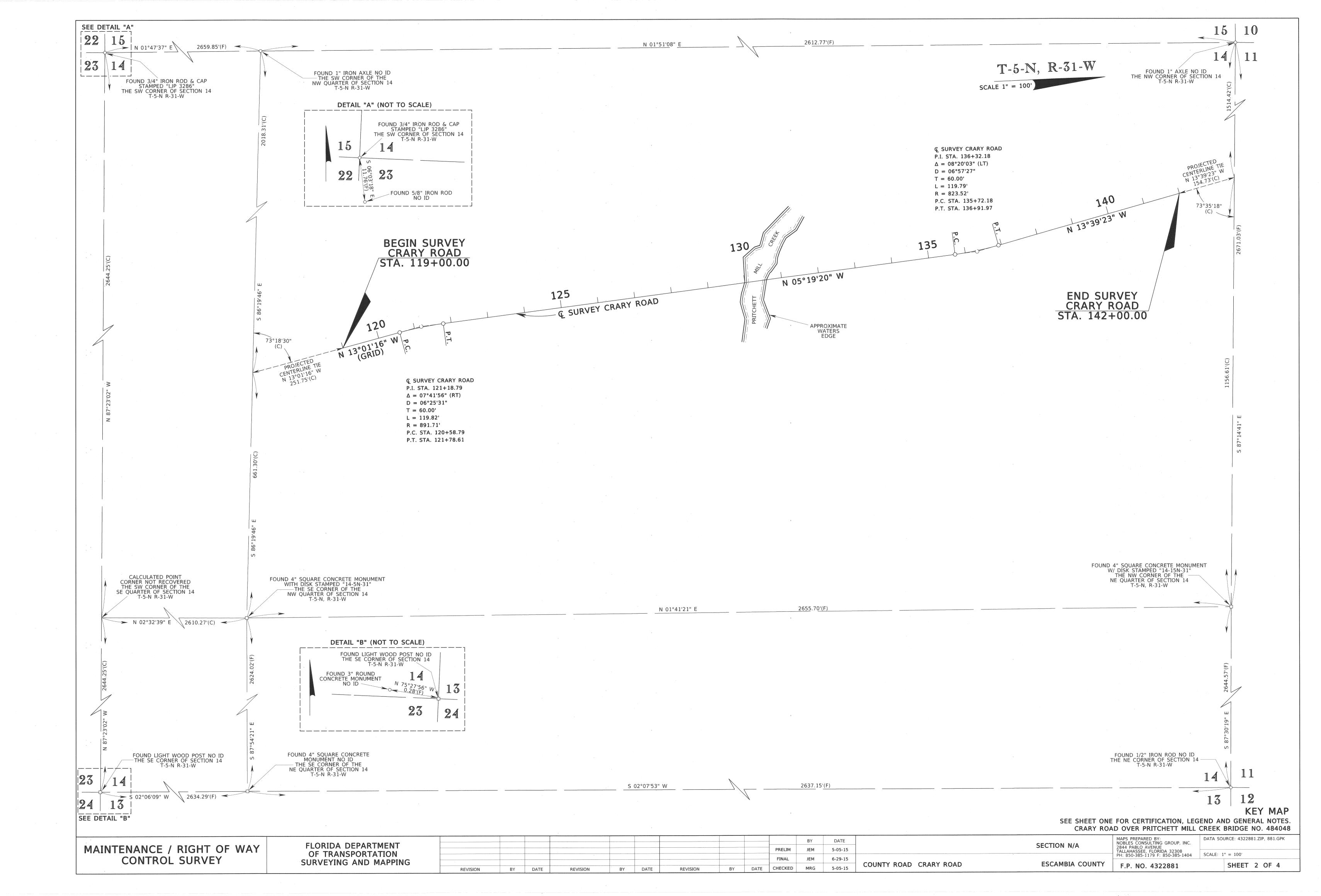
FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CRICUIT COUNT FOR THE COUNTY OF BSCAMBIA. STATE OF FLORIDA. IN ROAD MAP BOOK A.D. 301

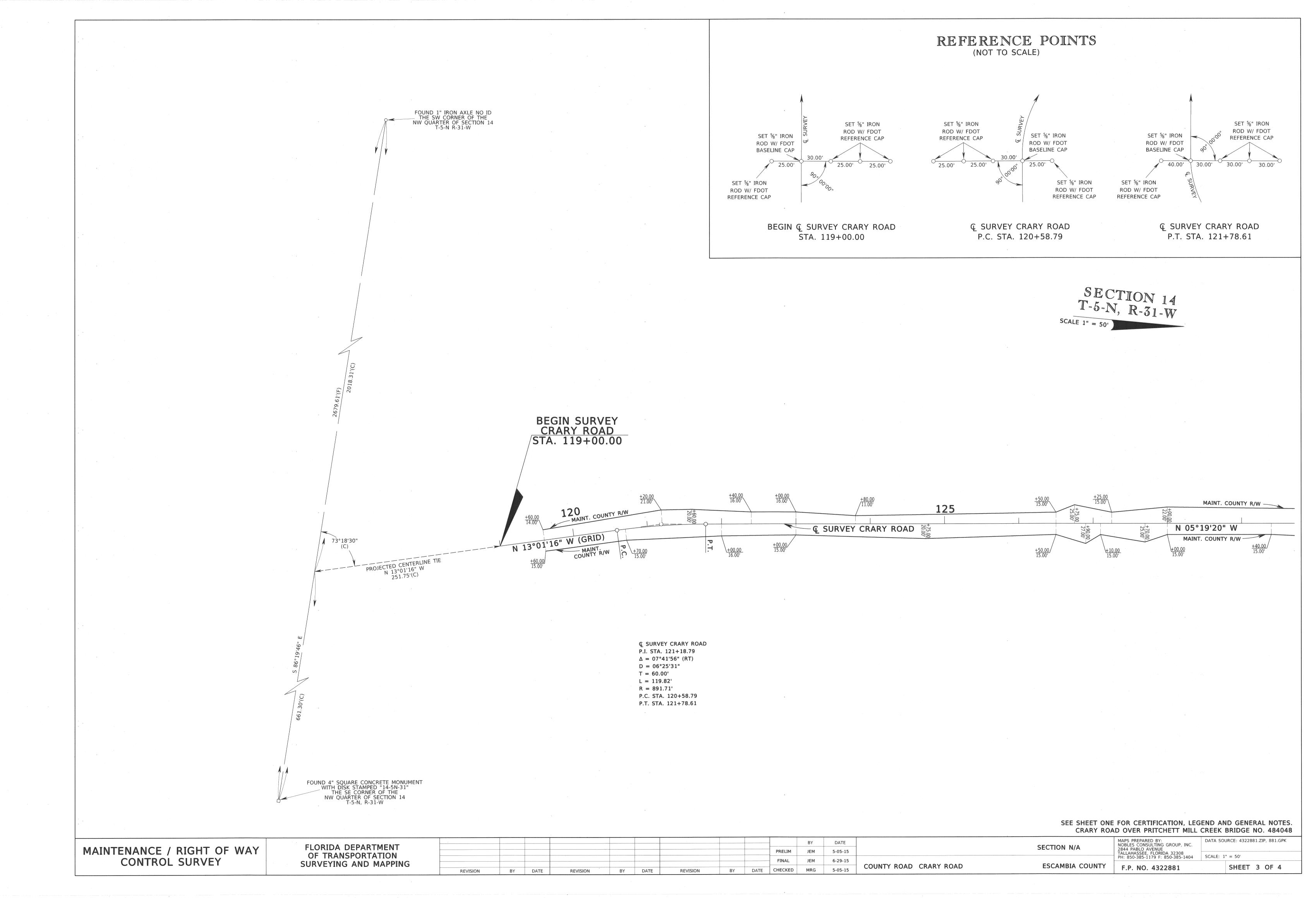
PAM CHILDERS, CLERK OF THE CINCUIT COURT

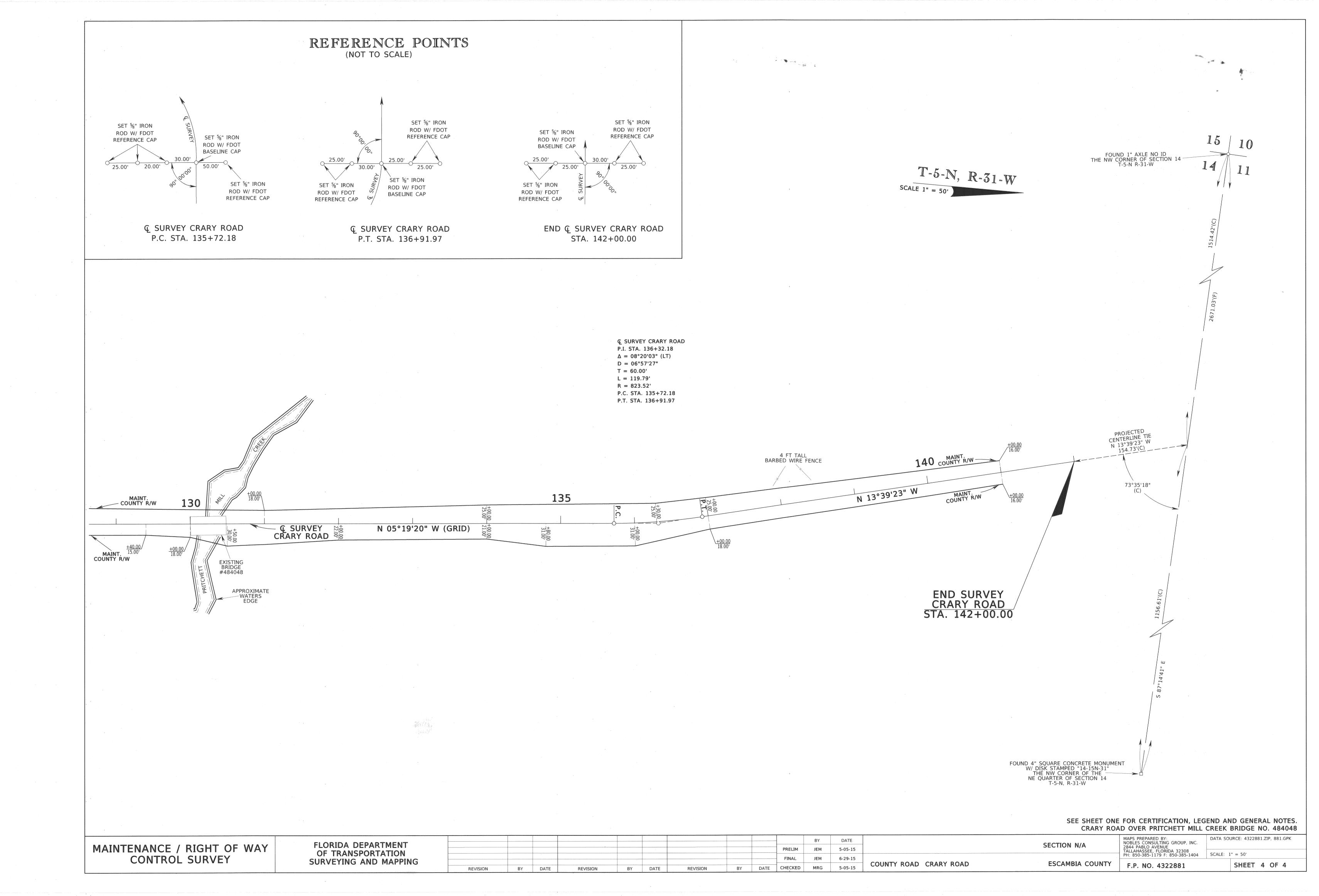
COVER SHEET

CRARY ROAD OVER PRITCHETT MILL CREEK BRIDGE NO. 484048 HOME THERMOSE BY SHEET BY STATE AND STATE AND SHEET BY SH SECTION N/A 9-65-45

FLORIDA DEPARTMENT MAINTENANCE / RIGHT OF WAY OF TRANSPORTATION SURVEYING AND MAPPING 0.0 626.15 CONTROL SURVEY COUNTY ROAD CRARY ROAD ESCAMBIA COUNTY | F.P. NO. 4322881 SHEET 1 DF 4









BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8807 County Administrator's Report 10. 8.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 09/03/2015

Issue: Request for Disposition of Property **From:** Joy D. Blackmon, P.E., Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the eight Request for Disposition of Property Forms for the Public Works Department, listing 32 items to be disposed of properly, which are described with reasons for disposition stated.

BACKGROUND:

The surplus property listed on the attached Request for Disposition of Property Forms is being auctioned or recycled, as noted on each of the forms. The Request Forms have been signed by all applicable authorities.

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 H, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, all property will be disposed of according to the Disposition of County Property Policy.

Attachments

Disposition of Property forms

TO:		mptroller's Finance Departme Department: ESCAMBIA TRAN		COST CEN	NTER NO:	340513	
	PITTS			DATE:	8-7-15		
Proper		PRINT FULL NAME) Signature): Heri Pitte		Phone No:	595-3228		
REQUI TAG	PROPERTY	DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
(Y/N)	NUMBER	DESCRIPTION OF ITEM	SERI	AL NUMBER	MODEL	TEAR	CONDITION
Υ Υ	44046	GILLIG BUS	15GC	A2115T1087429	PHANTOM	1996	POOR
Y	44047	GILLIG BUS		A2111T1087430	PHANTOM	1996	POOR
Y	44048	GILLIG BUS	15GC	A2113T1087431	PHANTOM	1996	POOR
Y	44049	GILLIG BUS	15GC	A2115T1087432	PHANTOM	1996	POOR
Disposa	l Comments:	TO BE AUCTIONED OR REC	YCLED				
Date:	er is Ready for E	Information Technology Technic ty Department Director (Signature) Director (Print Nam		Joy D. Blo	ickmon, P.	Æ.	
RECON TO:	MENDATION: Board of Count	y Commissioners		,			
Meeting	g Date:						
Approve	ed by the County	Commission and Recorded in the	Minutes of:	Pam Childers, Cler By (Deputy Clerk)	k of the Circuit Cou	urt & Compti	roller
This Eq	uipment Has Bee	en Auctioned / Sold					
by:							
	Print Name		Signature			Date	
Property	Tag Returned to	o Clerk & Comptroller's Finance D	epartment				
Clerk &	Comptroller's F	inance Signature of Receipt		Date		-	
Property	Custodian, please	complete applicable portions of disposit	tion form. See	Disposal process chart	s for direction.	rev. sh 11.	.19.13

KEVIN P		epartment: ESCAMBIA TRANS					
	ITTS		DATE:	8-7-15	8-7-15		
	Custodian (I Custodian (S	PRINT FULL NAME) Signature): Ken-Puts	Phone No:	595-3228			
roperty	Custodian (S	Ignature):	Filone No.	000 0220			
			orn.				
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211.6							
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onditions							
	Disp	ose-Bad Condition-Send for recycli	ing-Unusable				
Computer	is Ready for D	isposition					
Date:		Information Technology Technici	ian Signature:				
Jate: 8	shalis		10/				
Jaic.		_					
FROM: E	scambia Count	y Department Director (Signature):	nio				
FROM: E	scambia Count	y Department Director (Signature):	Children -		0.0		
FROM: E	scambia Count	y Department Director (Signature): Director (Print Name		lackmon,	P.E.		
RECOMM	MENDATION:	Director (Print Name		lackmon,	P.E.		
RECOMM	MENDATION:			lackmon,	P.E.		
RECOMM TO: B	MENDATION: oard of County	Director (Print Name		lackmon,	P.E.		
RECOMM l'O; B	MENDATION: oard of County	Director (Print Name		lackmon,	P.E.		
RECOMM TO: B Meeting D	MENDATION: oard of County Date:	Director (Print Name	Joy D. B	lackmon,	P.E.		
RECOMM TO: B Meeting D	MENDATION: oard of County Date:	Director (Print Name	Minutes of:	lackmon,		roller	
RECOMM FO: B	MENDATION: oard of County Date:	Director (Print Name	Minutes of:	erk of the Circuit Co		roller	
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TO: FROM		omptroller's Finance Departmen Department: ESCAMBIA TRANS	COST CEN	COST CENTER NO: 220211			
KEVIN			DATE:	8-7-15			
		(PRINT FULL NAME)		DATE.	07.10		
Proper	ty Custodian	(Signature): Koni Pous		Phone No:	595-3228	H	
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		ty Commissioners					
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roperty	. ug returned	a cience computation s rinance De	parument				
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Property	Custodian, please	complete applicable portions of disposition	on form. See	Disposal process chart	s for direction.	rev. sh 11.	19.13

TO:			Finance Departm		COST CE	STED NO:	220211	
FROM: Disposing Department: ESCAMBIA TRANSIT COST CENTER NO: KEVIN PITTS DATE: 8-7-15 Property Custodian (PRINT FULL NAME)							220211	
						8-7-15		
	y Custodian (y Custodian (Kori Pist	2	Phone No:	595-3228		
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N	58320	(PS DEVICE		30165	ZONAR	2008	obsolete
Ň	58321	(SPS DEVICE		30451	ZONAR	2008	obsolete
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Date:	8 / S / S Escambia Cour	Informati	on Technology Technolo	tre):	Toy O. R	plackmon	P.E.	
TO:	IMENDATION Board of Count	y Commissio						
	Date:ed by the County		n and Recorded in t	he Minutes of:	Pam Childers, Cle By (Deputy Clerk)		ourt & Compt	roller
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Clerk &	Comptroller's l	inance Sign	ature of Receipt		Date			
Property	Custodian, please	complete app	licable portions of disp	osition form. See	Disposal process char	ts for direction.	rev. sh 11	.19.13

TO: Clerk & Comptroller's Finance Department						TER NO: 220211		
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SALES AND A	PITTS			DATE:	8-7-15			
		PRINT FULL NAME)						
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N	58308	GPS DEVICE		30154	ZONAR	2008	obsolete	
N	58309	GPS DEVICE		30477	ZONAR	2008	obsolete	
N	58310	GPS DEVICE		30476	ZONAR	2008	obsolete	
N	58311	GPS DEVICE		30452	ZONAR	2008	obsolete	
N	58312	GPS DEVICE		30478 30473	ZONAR	2008	obsolete obsolete	
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		Director (Print Name	:):	Joy D. Bl	ackmon, P.	E.		
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N	58296	GPS DEVICE	30155	ZONAR	2008	obsolete
N	58297	GPS DEVICE	30450	ZONAR	2008	obsolete
N	58298	GPS DEVICE	30443	ZONAR	2008	obsolete
N	58299	GPS DEVICE	30158	ZONAR	2008	obsolete
N	58306	GPS DEVICE	30468	ZONAR	2008	obsolete
N	58307	GPS DEVICE	30157	ZONAR	2008	obsolete
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TO: Clerk & Comptroller's Finance Department FROM: Disposing Department: ESCAMBIA TRANSIT				POST OF	NTER NO:	340506		
FROM	: Disposing I	Department: ESCAMBIA TRANSI				340300		
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	y Custodian (ty Custodian ((PRINT FULL NAME) Signature): Keilous		hone No:	595-3228			
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TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NU	MBER	MODEL	YEAR	CONDITION	
N	51853	Mobileview DVR			Mobileview	2003	obsolete	
N	51854	Mobileview DVR			Mobileview	2003	obsolete	
N	51855	Mobileview DVR			Mobileview	2003	obsolete	
N	51856	Mobileview DVR			Mobileview	2003	obsolete	
N	51857	Mobileview DVR			Mobileview	2003	obsolete	
N	51865	Mobileview DVR			Mobileview	2003	obsolete	
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		Director (Print Name)	;	oy D.	Blackmon	P.E.		
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TO: FROM		mptroller's Finance Department Department: ESCAMBIA TRANSI	T COST CEN	NTER NO:	340506	
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		PRINT FULL NAME)				
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TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	39604	Test Box Voith		Voith	1993	obsolete
N	39605	Light Box Voith		Voith	1993	obsolete
N	51877	Power Flush Machine	1481	EF-10	2003	obsolete
N	51974	HP 4600 Laserjet Printer	JPBRC18277	4600 Color HP	2003	Broken
N	51832	Mobileview DVR		Mobileview	2003	obsolete
N	51852	Mobileview DVR		Mobileview	2003	obsolete
Disposa	l Comments:	TO BE AUCTIONED OR RECYC	CLED			
Date: Date: _ FROM:	er is Ready for D	Information Technology Technician ty Department Director (Signature): Director (Print Name):	n Signature:	Slackmon,	P.E.	
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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8624 County Administrator's Report 10. 9. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 09/03/2015

Issue: Conveyance of a Subordination of Utility Interests to the Florida

Department of Transportation for the State Road 95 (U.S. 29)

Improvement Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of a Subordination of County Utility Interests to the Florida Department of Transportation for the State Road 95 (U.S. 29) Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a subordination of County utility interests, to the Florida Department of Transportation (FDOT), for their planned improvement project for the portion of State Road 95 (U.S. 29), from Interstate 10 (I-10) to 9 1/2 Mile Road:

A. Adopt the Resolution authorizing the conveyance of a subordination of County utility interests to FDOT, for their planned improvement project for the portion of State Road 95 (U.S. 29), from Interstate 10 (I-10) to 9 1/2 Mile Road; and

B. Authorize the Chairman to execute the Subordination of County Utility Interests and the Resolution, related to this conveyance, without further action of the Board.

BACKGROUND:

The Florida Department of Transportation (FDOT) has a project designed for multi-lane construction and roadway and drainage improvements to State Road 95 (U.S. 29) from I-10 to 9 1/2 Mile Road. The County has an 8.00 foot wide utility easement along the south right-of-way line of Broad Street, where it intersects the east right-of-way line of U.S. 29. The construction of a turn lane at this intersection will impact the County utility easement at the southeast corner of Broad Street and U.S. 29. FDOT is requesting that the County convey a subordination of County utility interests for this portion of the County easement.

All costs associated with the relocation of any County facilities and the recording of any documents will be borne by FDOT.

Staff has reviewed this request and determined that the conveyance of the subordination of County utility interests will have no adverse impact to the County and have no objections to the requested conveyance.

BUDGETARY IMPACT:

All costs associated with the relocation of any County facilities and the acceptance and recording of documents will be borne by FDOT.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Subordination of County Utility Interests and the Resolution were approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

Resolution
Subordination of County Utility Interests
County Utility Easement
FDOT R/W Map
Aerial Map

UTL.ESC

April 20, 2015

This instrument prepared by, or under the direction of, Samuel J. Henderson
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Parcel 119.2 Item/Segment No. 2186031 Managing District 3 S.R. No. 95 (U.S. 29) County Escambia

July 24 20 15

RESO	LUTION			
ON MOTION of Commissioner, the following Re	solution was adopted:			
WHEREAS, the State of Florida Depar improve State Road No. 95 (U.S. 29), Financi Florida: and	tment of Transportation proposes to construct or ial Project No. 2186031, in Escambia County,			
WHEREAS, it is necessary that certain Escambia County be used temporarily by the and	n lands now owned by State of Florida Department of Transportation:			
WHEREAS, said use is in the best inte	erest of the County: and			
said County to execute and deliver to the Sta	rtment of Transportation has made application to te of Florida Department of Transportation the terests, in favor of the State of Florida, and said			
Escambia County, that the application of the a subordination of utility interest, or interests, public or community interest and for public we interests, in favor of the State of Florida Department.	D by the Board of County Commissioners of State of Florida Department of Transportation for is for transportation purposes which are in the elfare; that a subordination of utility interest, or artment of Transportation, in Escambia County, of County Commissioners. Consideration shall			
BE IT FURTHER RESOLVED that a conforthwith to the State of Florida Department of	ertified copy of this Resolution be forwarded of Transportation at Tallahassee, Florida.			
	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA			
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COU	By: Steven Barry, Chairman			
By: Deputy Clerk	This document approved as to formand legal sufficiency.			
Adopted: By Solution Atheres Automatical Atheres Atheres Automatical Atheres Automatical Atheres Automatical Atheres Automatical Atheres Automatical Atheres Automatical Atheres A				

23-UTL.02-03/03

April 20, 2015

This instrument prepared by, or under the direction of. Samuel J. Henderson **Department of Transportation** P. O. Box 607 Chipley, FL 32428

Legal description approved by: Ron Gibson

Parcel

119.2

Item/Segment No. Managing District

2186031 3

S.R. No.

95 (U.S. 29)

County

Escambia

SUBORDINATION OF COUNTY UTILITY INTERESTS

20__, by and between the STATE THIS AGREEMENT is entered into on OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) whose address is Post Office Box 607, Chipley, Florida 32428, and ESCAMBIA COUNTY (County).

WITNESSETH:

WHEREAS, the County presently has an interest in land that is necessary for highway purposes and the County has facilities located on the land.

WHEREAS, the proposed use of the land for highway purposes will require subordination by the County to the FDOT of the interest claimed in the land.

WHEREAS, the FDOT is willing to pay to have the County's facilities relocated, if necessary to prevent conflict with the facilities on the FDOT's project #2186031.

THEREFORE, in consideration of the mutual covenants and promises of the parties. the County and the FDOT agree as follows:

The County subordinates to FDOT, its successors or assigns, its interest in the following 1. described land:

A portion of Lot 10, National Land Sales Company Subdivision of Lot 1, Section 22, Township 1 South, Range 30 West, Escambia County, Florida, as recorded in Deed Book 89, Page 280, of the Public Records of Escambla County, Florida, being in Government Lot 5, said Section 22, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commence at a ½ inch red and cap (illegible) marking the northeast corner of said Section 22, Township 1 South, Range 30 West, Escambia County, Florida; thence North 86°36'44" West 1,705.39 feet along the north line of said Section 22 to the centerline of construction of State Road 95 (U.S. 29), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 2186031 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence South 11°38'37" East 707.62 feet along said centerline of construction to a point of curve to the left (concave easterly); thence southeasterly along said centerline of construction and said curve, having a radius of 11,486.87 feet, for a distance of 1,805,24 feet, through a central angle of 09°00'16" to end of curve; thence South 20°38'53" East 381.60 feet along said centerline of construction; thence departing said centerline of construction, run North 69°21'07" East 100.00 feet to an intersection of the existing easterly right of way line of State Road 95 (U.S. 29) with the existing southerly right of way line of Broad Street, as shown on said Right of Way Map and POINT OF BEGINNING; thence South 20°38'53" East 8.79 feet along said existing easterly right of way line of State Road 95 to the northerly line of that certain property as described in Official Records Book 7327, Page 151 of the Public Records of Escambia County, Florida; thence South 86°12'06" East 56.21 feet along said northerly property line; thence departing said property line, run North 43°41'13" East 10.43 feet to said existing southerly right of way line of Broad Street, as shown on said Right of Way Map; thence North 86°12'06" West 66.53 feet along said southerly right of way line to POINT OF BEGINNING;

Containing 491 square feet, more or less.

The interest of the County being subordinated includes, but is not necessarily limited to, the interest created by the following described document:

RECORDED:

INSTRUMENT	DATE	FROM	то	BOOK/PAGE
Easement	11/30/05	7950 Pensacola Blvd, LLC	Escambia County, Florida	OR 5824 PG 128

- 2. The County shall have the right to relocate its facilities within the FDOT right of way and the right to receive reimbursement from the FDOT for the relocation. Subsequent to the relocation, the County shall have the right to operate and maintain its facilities within the FDOT right of way, subject to the provisions of the permit and the Utility Accommodation Manual. However, any new construction or relocation, subsequent to the first relocation, shall be subject to the approval of the FDOT. (Approval shall not be withheld or delayed unreasonably.) If the FDOT does not allow the first relocation of the facilities within the right of way or should the FDOT require any subsequent relocation of the facilities, the FDOT agrees to pay the cost of such relocation, including the cost of acquiring any necessary easements. All work performed and facilities located within the right of way by the County, and all payments and reimbursements by the FDOT to the County, shall be in accordance with the FDOT's construction plans for the project and the rules, procedures, and Utility Accommodation Manual, which are in effect at the time this agreement is executed by the County.
- Notwithstanding the terms of this subordination agreement, the terms of the utility permits shall supersede any conflicting provisions, with the exception of the terms providing for reimbursement rights.
- 4. The County shall have the right to enter upon the right of way for the purposes stated in Paragraph 2. Maintenance of the facilities shall include the right to trim trees, brush, and growth, which might adversely affect the facilities, provided there are no adverse effects on the operation and safety of the FDOT's facilities.
- 5. Subject to the provisions of Paragraph 2 above, the County agrees to repair any damages to the FDOT facilities resulting from the act or omission of the County.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Krissy Cook	By: James T. Barfield, P. E.
Kilssy Cook	Title: District Secretary for District 3
Elsie Myrick	
STATE OF FLORIDA	
COUNTY OF WASHINGTON	
The foregoing instrument was ackn James T. Barfield, as Secretary for District as identification.	owledged before me this day of, 20, by t 3, who is personally known to me or who has produced _

Deborah H. Barbee Notary Public in and for the County and State last aforesaid. My Commission Expires: August 1, 2018 Serial No., if any: FF 142353 IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year aforesaid.

		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY
		By: Steven Barry, Chairman
ATTEST:	PAM CHILDERS CLERK OF THE CIRCUIT COUR	RT
<u> </u>	Deputy Clerk	

This document approved as to form

and legal sufficiency.

Ву

Recorded in Public Records 01/23/2006 at 03:00 PM OR Book 5824 Page 128, Instrument #2006006757, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Deed Stamps \$0.70

This document was prepared by:
Judy Cantrell/Escambia County Engineering
1190 W. Leonard Street
Pensacola, Florida 32502
22-15-70-1/01-001-010
Broad Street ROW

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2006002777 01/11/2006 at 10:01 AM
OFF REC BK: 5817 PG: 587 - 590 Doc Type: ESM
RECORDING: \$35.50

STATE OF FLORIDA COUNTY OF ESCAMBIA

UTILITY EASEMENT

THIS GRANT OF EASEMENT is made this 30 day of Normber 2005, by and between 7950 Pensacola Blvd., L.L.C., whose address is 21 East Garden Street, Suite #207, Pensacola, Florida 32502 as (Grantors) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantors are the owners and have the right to convey an easement over the real property described below (the Property), located in Escambia County, Florida; and

WHEREAS, Grantors propose to permit various providers of utility services, both public and private, to install, operate, and maintain utility systems over and across the Property; and

WHEREAS, Grantors have agreed to grant an easement to Grantee and Grantee has agreed to accept an easement over and across the Property under the terms and conditions set forth herein;

NOW, THEREFORE, Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, grant to Grantee and its successors and assigns a permanent easement over and across the Property described on the attached Exhibit A for the purpose of installing utility systems and all related facilities and equipment, together with the right to lay, bury, construct, operate, maintain, remove, and repair such utility systems from time to time, and all rights and privileges necessary or convenient for the full enjoyment and use of the easement, including the right of ingress and egress.

GRANTORS, for themselves, their successors and assigns, hereby covenant that no building or other permanent structure shall be erected over or upon the easement area. Improvements that may be easily removed, such as paving, may be installed with the prior written permission of Grantee.

GRANTORS further covenant with Grantee that they are lawfully seized and possessed of the Property, and that they have good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantors have executed this document on the date first written above.

THIS UTILITY EASEMENT IS BEING RE-RECORDED TO SHOW PAYMENT OF DOCUMENTARY STAMPS

KIM M. SMITH

Notary Public, State of Florida

Commission No. DD 103795

My Commission Expires 5/10/2006

Signature of Notary Public

Notary Seal

BK: 5824 PG: 130

ACCEPTANCE

This Utility Easement was accepted by Escambia County, Florida on the 215[±] day of December, 2005, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on November 24, 1998.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

D. M. "Mike" Whitehead, Chairman

ATTEST:

Ernie Lee Magaha

Clerk of the Circuit Court

Deputy Clerk

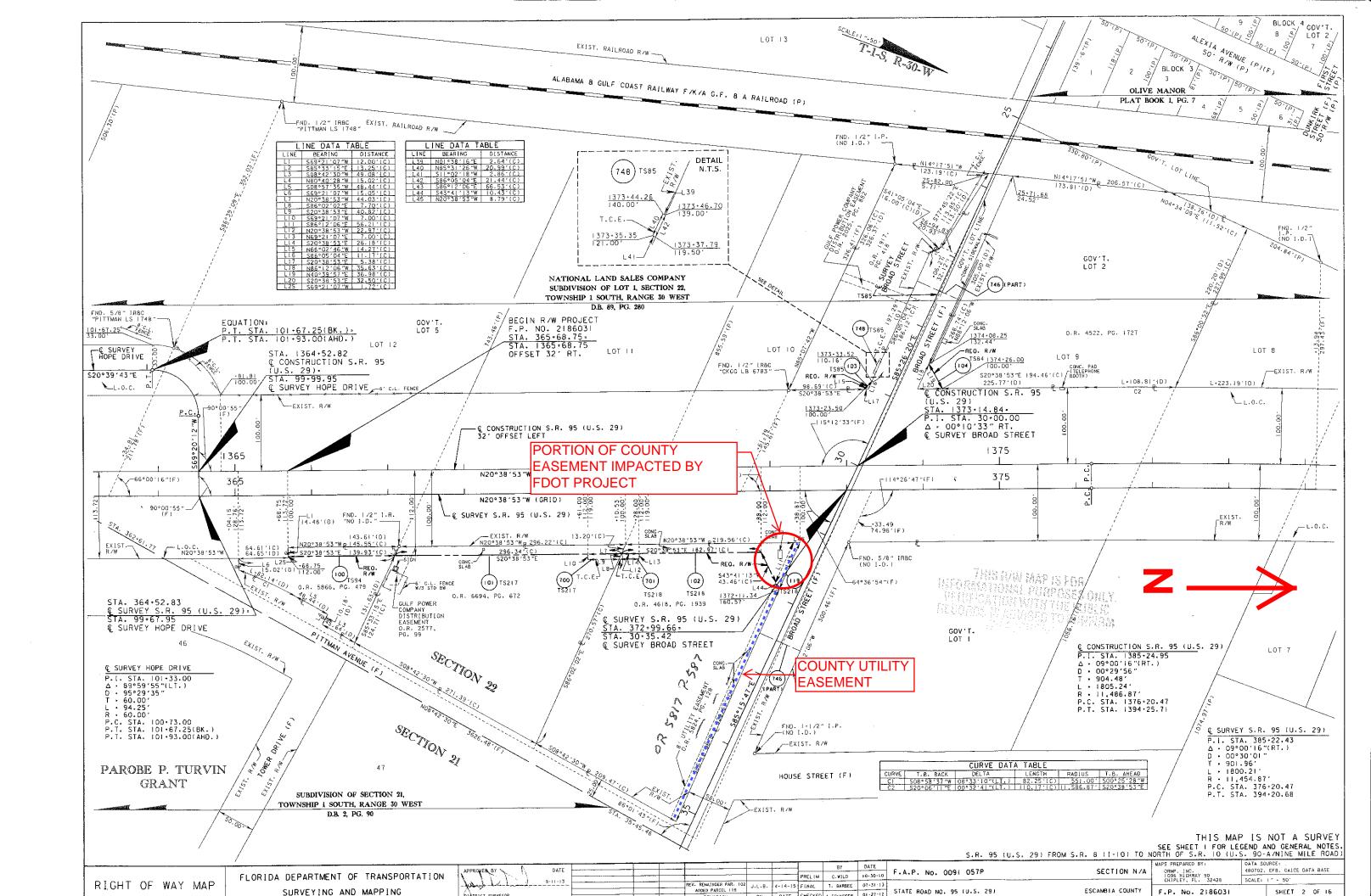
After recording please return to: Escambia County Engineering Department BK: 5824 PG: 131 Last Page

Legal Description for Utility Easement from 7950 Pensacola Blvd, L.L.C.

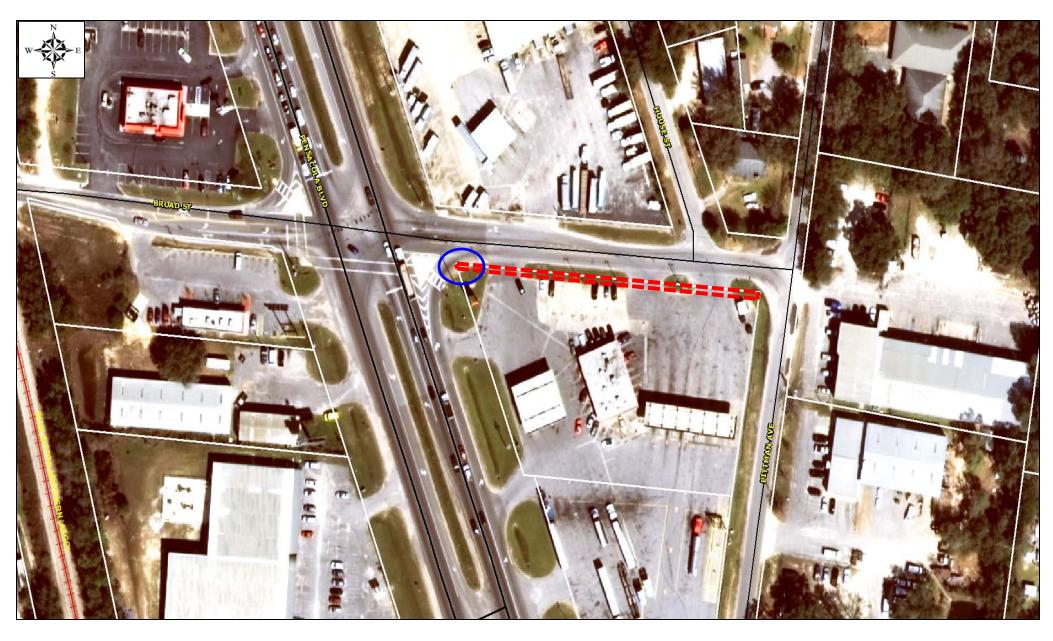
EXHIBIT "A"

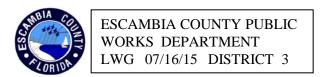
The North 8.00 feet of the following described property:

All that portion of Lot 10 lying East of U.S. Highway 29, also known as Pensacola Boulevard, being a subdivision of Lot 1 and the South ½ (half) of Lot 5, Section 22, Township 1 South, Range 30 West, Escambia County, Florida according to plat by National Land Sales Company recorded in Plat Deed Book 89 at Page 281 of the public records of said County; less and except the East 25.00 feet for public road right-of-way per Official Record Book 447 at Page 650; also less and except the North 33.00 feet for public road right-of-way per Official Record Book 450 at Page 55. All lying and being in Section 22, Township 1 South, Range 30 West, Escambia County, Florida.



FDOT - S.R. 95A (U.S. 29) IMPROVEMENT PROJECT





8.00' WIDE COUNTY UTILITY EASEMENT / OR-5824 PAGE-128





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8840 County Administrator's Report 10. 10. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 09/03/2015

Issue: CareerSource Escarosa Board Appointment

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

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

That the Board confirm the appointment of Robert Gravley, Chairman/CEO of the Gulf Coast Veterans Advocacy Council, Inc., to the CareerSource Escarosa (formerly Workforce Escarosa, Inc.) Board of Directors, to serve as the replacement for Valera Young, who recently resigned due to a change of employment. The term of this appointment will be for three years effective September 24, 2015, through September 24, 2018.

BACKGROUND:

The Workforce Investment and Opportunity Act (WIOA), signed by President Obama on July 22, 2014, requires a representative from a Community Based Organization (CBO) focusing on Veterans to sit on local workforce investment boards. The Board of Directors for CareerSource Escarosa serves as the local governing board for workforce development and job training activities as approved by Florida Department of Economic Opportunity. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments must conform with the requirements of the law, and have final approval from the local governing entity of each county - which for Escambia County is the Board of County Commissioners.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Appointments to this Board of Directors are made in accordance with state and federal legislation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this appointment shall become effective for the expressed term.

CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in submission of this request.

Attachments

CareerSource

Robert Gravley

4326 Montage Dr. Pensacola, FL. 32504 | 850-725-1819 | robertg.gcvac@gmail.com

Objective

• To join in action with the mission of Career Source Escarosa as it concerns veterans and their families.

Education

- Received AA from St. Petersburg College
- Took a Case Management Course- UWF 2012-13
- Took Service Officer Training. 2013 and 2014
- Actively participating in the 2015 United Way Non Profit Leadership Training.
 Courses include: Essentials of Non-Profit Paperwork, Board Governance, Creating Rock-Solid Relationships: Your Team, Mission Based Management

LEADERSHIP/MANAGEMENT

· Chairman, Gulf Coast Veterans Advocacy Council, Inc. Vice Chairman, GCVAC from 2010-14. Chairman, Veterans Homeless Stand Down Committee, Co-Chairman, Veterans Day Parade Committee. Chairman, George E. Bud Day Lifetime Achievement Award.

COMMUNICATION/DUTIES

I present the GCVAC at events, such as Recognition Awards at Covenant Hospice. I attend community partner meetings that involve veterans. I meet with City, State and National Representatives. I meet with VA leadership and veterans to voice concerns Veterans have with the VA. The GCVAC has weekly update meetings as well as Monthly Meetings in Mobile and Pensacola. We have had 3 Symposiums this year alone in Greenville, MS. We met with the City Council in Greenville to partner in having their first Veterans Day Parade this year. I provide assistance to Veterans in Cantonment, at UWF and at the Escambia Jail with their claims and benefits.

EXPERIENCE

I retired from a successful 27year career as a Machinist. In 2008 the Veterans Administration formed Consumer Councils to better serve veterans and their families. As a founding member, I helped the GCVAC become incorporated, and it became a Not for Profit in 2010. I have held the positions of Secretary, Treasurer, and Vice Chairman until this year when I was elected Chairman.

References available upon request.

WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR

TYPE OF BUSINESS (Check all that apply):X Small Business (less than 500 employees)X Minority Owned						
Name: Robert Gravley Business Name: Gulf Coast Veteran Address: 603 N. 58 th Ave. Pensacola Phone No.: 850-725-1819		Veterans Advocacy Co ensacola, FL. 32506				
Home Addre	ess: 4326 Monta Pensacola, F	_				
	MEMBERS	SHIP DEMOGRAPHIC	S (for reportin	g purposes)		
GENDER: _X_ Male Female	Black Asian Hispanic	RACE: XWhiteAmeri. IndianOther	VETERAN: _X_ Yes No	AGE: <55 _X_55 OR >	DISABLED: _X_YesNo	
Escarosa on to Stand Down O Pensacola Ve	Committee Joint terans Day Com	I Veteran Committee Ambulatory Care Cent				
Community A Education Co	eterans Advocac Action Board, for	Mental Illness Research	h, Education,	and Clinical C	Center's	
My experience with the Work	te in the workfor kforce Escarosa,	ke to become involved in the control of the control	ociations will g its mission.	be an advanta	ge to working	
·					· · · · · · · · · · · · · · · · · · ·	
Yes	NoX	provide any service or	products to W	orkforce Esca	rosa, Inc.?	
riease attach	a copy of your re	esume' to this form				



August 11, 2015

Scott Ginnetti Board Chairman

Susan Nelms Executive Director Steven Barry, Chairman Escambia County Board of Commissioners 221 Palafox Place, Suite 480 Pensacola, FL 32502

Dear Mr. Barry:

The Workforce Investment and Opportunity Act (WIOA), signed by President Obama on July 22, 2014, requires a representative from a Community Based Organization (CBO) focusing on veterans to sit on local workforce investment boards.

Robert Gravley, Chairman/CEO of Gulf Coast Veterans Advocacy Council, Inc., has submitted his application to serve as the CBO Veterans representative on the CareerSource Escarosa Board of Directors. (See attached profile sheet). He will replace Valera Young, who recently resigned as the CBO Veteran's representative on the CareerSource Escarosa Board, due to a change in employment.

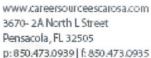
I am requesting your assistance with having the Escambia County Board of Commissioners review and appoint Mr. Gravley to the CareerSource Escarosa Board of Directors. Please let me know if you need additional information or if I can be of further assistance in this process. Thanks for your help with this matter.

Sincerely,

Susan Nelms
Executive Director

Attachment











BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8845 County Administrator's Report 10. 11.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 09/03/2015

Issue: Agreement with FL Dept of Economic Opportunity (DEO Agreement

Number F1128) for a Community Resiliency Initiative Pilot Project

From: Keith Wilkins, Department Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Agreement with the Florida Department of Economic
Opportunity for a Community Resiliency Initiative Pilot Project to Develop a Coastal Hazards
Vulnerability Assessment and Adaptation Plan for Escambia County - Keith T. Wilkins, Director,
Department of Natural Resources Management

That the Board take the following action concerning an Agreement (Number F1128) with the Florida Department of Economic Opportunity (DEO) for a Community Resiliency Initiative Pilot Project to develop a Coastal Hazards Vulnerability Assessment and Adaptation Plan for Escambia County:

A. Approve the Agreement (Number F1128) with the Florida DEO for a Community Resiliency Initiative Pilot Project to develop a Coastal Hazards Vulnerability Assessment and Adaptation Plan for Escambia County; and

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

BACKGROUND:

Through a grant from the National Oceanic and Atmospheric Administration (NOAA), the Florida Department of Environmental Protection (FDEP) and Florida Department of Economic Opportunity (DEO) have approached three communities to implement a pilot program by providing a contractor to develop a community sea level rise vulnerability assessment and adaptation plan for each of the pilot communities.

As a component of project implementation, there will be a steering committee formed and a series of public coordination meetings associated with the development of the vulnerability analysis and adaptation plan.

BUDGETARY IMPACT:

Per section VII of DEO Agreement Number F1128, there are no costs associated with the Agreement. The Florida Department of Economic Opportunity will pay for the consultant under a separate contract. Escambia County's responsibility is to provide staff time and meeting space to coordinate activities as specified in the Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been review and approved as to legal form and sufficiency by Stephen West, Assistant County Attorney.

PERSONNEL:

This Project will be managed by Department of Natural Resource Management staff within the Water Quality and Land Management Division.

POLICY/REQUIREMENT FOR BOARD ACTION:

This project is consistent with the Board's goal to reduce the exposure of people and property to natural hazards.

IMPLEMENTATION/COORDINATION:

Natural Resources Management staff will coordinate with FDEP, DEO, Development Services, and the County Attorney's Office to implement this project.

Attachments

DEO Agrmt F1128-CoastalHazardsAssessment

AGREEMENT BETWEEN FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND ESCAMBIA COUNTY, FLORIDA

THIS AGREEMENT is made and entered into in Tallahassee, Leon County, State of Florida, between the Florida Department of Economic Opportunity ("DEO"), having its principal office at 107 East Madison Street, Tallahassee, Florida 32399, and Escambia County, Florida ("Recipient"), having its principal office at 221 Palafox Place, Pensacola, Florida 32502. DEO and Recipient may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, DEO's Community Resiliency Initiative is an effort to provide technical assistance to local governments in adapting to current and future coastal hazards in existing planning frameworks; and

WHEREAS, pursuant to the work carried out by DEO in fulfillment of its commitments in Grant Agreements CM403 and CM501, and all subsequent contracts and amendments to such contracts between DEO and the Florida Department of Environmental Protection ("DEP") under a federal grant from the National Oceanic and Atmospheric Administration ("NOAA") to DEP, DEO will designate three (3) pilot communities to evaluate coastal vulnerability assessment and adaptation planning approaches and resources, and will provide services through a contractor to develop sea level rise vulnerability assessment and adaptation plans for the pilot communities; and

WHEREAS, the Recipient is designated as one of the three (3) pilot communities; and

WHEREAS, DEO has entered into Contract Number C1469 with Dewberry Consultants, LLC ("Contractor") (a copy of which is attached here to and incorporated herein as Exhibit "A"), to develop coastal vulnerability assessments and adaptation plans for each pilot community; and

WHEREAS, the Parties agree to work together in good faith to carry out the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. PURPOSE

The purpose of this Agreement is to establish the terms and conditions whereby DEO will provide a contractor to provide consultant services to develop a coastal hazards vulnerability assessment and adaptation plan for Recipient. Recipient agrees to participate in and contribute to the completion of Recipient's coastal hazards vulnerability assessment and adaptation plan as a pilot community under DEO's Community Resiliency Initiative.

II. AGREEMENT TERM AND RENEWALS

This Agreement shall take effect on the date the last Party signs this Agreement and shall end on December 31, 2016, unless otherwise terminated, renewed, or extended in accordance with Section VIII of this Agreement.

III. DEFINITIONS AND DESCRIPTIONS

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this Agreement, have the meanings shown in this Section. Where terms are not defined in this Agreement, such terms shall have ordinarily accepted meanings such as the context implies.

- 1. Adaptation Plan. An adaptation plan identifies current and future coastal hazards, assesses the impacts of identified hazards, develops strategies and actions to best minimize these impacts, and establishes a process to implement those actions. An adaptation plan is comprised of four essential components (i.e., parts): defining the adaptation planning Context, completing a Vulnerability Assessment, developing Adaptation Strategies, and Implementation Strategies. Within each of these four main adaptation planning components are a number of supporting tasks that will be addressed during the adaptation planning process.
- 2. Adaptation Planning. The process of developing one or more parts of Recipient's local adaptation plan.
- 3. Adaptation Planning Workshop. One or more public workshops with Recipient to achieve agreed upon workshop objectives.
- 4. Adaptation Strategies. The toolkit of responses that Recipient can take to adapt to coastal hazards. During the adaptation planning process, Recipient will identify one or more focus area(s) or issue(s), identify a series of adaptation strategies, and prioritize the community's adaptation needs through the utilization of a Decision Making Framework. Adaptation strategies are often classified according to the categories of Protection, Accommodation, and Managed Retreat.
- 5. Agreement Manager. The office or position designated and charged with the administration and enforcement of this Agreement. Agreement Managers are listed in Section IX of this Agreement.
- 6. Coastal Hazard. Includes, but is not limited to: high tides, storm surge, and the related impacts of rising sea levels.
- 7. Community Participation. Involves engaging community stakeholders in the adaptation planning process. Opportunities for community participation include, but are not limited to: serving on a steering committee; proposing guiding principles and motivations for the adaptation planning process; choosing methodologies and tools Contractor will use to develop a draft coastal hazard vulnerability assessment; assisting in the selection or delineation of adaptation focus areas or issues; providing comments related to Recipient's draft coastal hazard vulnerability assessment; proposing adaptation strategies, or preferences for strategies which Recipient can take to adapt to the findings identified in Recipient's' final coastal hazard vulnerability assessment; proposing implementation strategies; and, providing comments related to Recipient's draft coastal hazards adaptation plan.
- 8. Community Stakeholder. Any institution, other entity, or individual that has a latent or expressed interest in Recipient accomplishing its mission and goals under this Agreement.
- 9. Confidential Information. Information which is protected from disclosure as a public record by law including information which is designated as "confidential" or "confidential and exempt" from disclosure as a public record under the Florida Statutes.
- 10. Context. Refers to the preparatory activities taken by Recipient at the beginning of the adaptation planning process. These preparatory activities include: assembling a steering committee; identifying opportunities for community participation; setting guiding principles and motivations; and, describing the adaptation planning context. This last activity, describing the planning context, offers an opportunity to analyze prior related planning efforts that may have occurred within or near the community, information gaps related to adaptation planning, the

available human capacity (such as coastal scientists and land-use planners), and the outside resources needed to conduct the locally desired planning effort. Describing the planning context provides Recipient with a chance to assess the scope of work and the resources applicable to the adaptation planning process.

- 11. Coordination Meeting. A webinar meeting between Recipient (Agreement Manager, Steering Committee, and Community Stakeholders), DEO staff, and Contractor. The coordination meeting will serve to establish a working relationship between parties.
- 12. Decision Making Framework. An objective framework that incorporates qualitative and quantitative measures of Project benefits, feasibility, acceptance, and obstacles to systematically evaluate options. The development of a decision making framework will consider Recipient's risk portfolio as well as more qualitative dimensions of Recipient's capabilities, including legal, fiscal, administrative, political, and technical aspects. Potential obstacles for implementation will be included through qualitative (i.e., perceived acceptance) and quantitative (i.e., cost) metrics. The end product of the framework will be a spreadsheet-based tool used as a scoring matrix that will support rating and prioritization of potential adaptation measures. The framework and resulting tool will help facilitate objective scoring and transparency in the adaptation strategy evaluation process.
- 13. Design Meeting. An in-person public meeting designed to engage community stakeholders in order to capture input and tailor the vulnerability assessment approach used by Contractor to meet Recipient's needs. The meeting will have a participatory structure that will help generate buy-in through participation by stakeholders.
- 14. Exposure Analysis. An analysis utilizing geospatial hazard projection data to answer the question "where" based on two choices when (i.e., what planning time horizon) and how much (i.e., which scenario). The "where" will depend on which computer model is used (e.g., Florida Department of Transportation Sketch Planning tool; Sea Level Affecting Marshes Model) to produce the projection. The analysis can depict which areas in the community is likely to be susceptible to the chosen scenario. In addition, the exposure analysis may incorporate the effect that one hazard will have on other coastal hazards, such as the relationship between sea level rise and habitat migration or storm surge. The results from Recipient's Exposure Analysis will be included in Recipient's Risk Portfolio.
- 15. Funding Options. Funding options based on: community budget entities that can absorb adaptation projects; grants available through governmental and non-governmental entities; and innovative financing techniques.
- 16. Impact Analysis. An impact (sensitivity) analysis that identifies the potential physical/economic impairment to different assets/entities located in areas that are at risk to a coastal hazard scenario projected during the Exposure Analysis. The results from Recipient's Impact Analysis will be included in Recipient's Risk Portfolio.
- 17. Project. Refers to a Recipient's adaptation planning process.
- 18. Project Work Plan. See "Work Plan."
- **19. Pilot Community.** Refers to any of the three communities selected to take part in the evaluation and development of adaptation planning guidance materials.
- 20. Risk Portfolio. A summary of the baseline and future coastal hazard risk, presented in geospatial, tabular, and narrative summaries. The portfolio includes summaries of risk by sector, multiple-geographies, and sea level rise conditions. Summaries of impacts by section (e.g., commercial, residential, critical infrastructure) will allow each community to identify the local and risk to specific asset categories such as residential, commercial, transportation, and other critical infrastructure services. Geographic distribution of risk will be developed for multiple geographies from gridded summary coverage, sub-watershed, and municipal levels. This

information will be assembled in the form of an appendix, to be included in the adaptation plan for Recipient.

- 21. Stakeholder. See "Community Stakeholder."
- 22. Steering Committee. An advisory committee usually made up of high level stakeholders and/or experts who provide guidance on key issues. A steering committee typically includes diverse representation from community staff and community members. Effective Committee composition will ensure that technical accuracy and thoroughness of Recipient's adaptation planning process is achieved and whose participation and support will enhance the process's political acceptability. Depending on the size of the community and topics addressed during the planning process, the size of an effective steering committee generally ranges from five to twenty members. The Committee, its membership, and its responsibilities should be formalized through resolution or association to a previously adopted group.
- 23. Vulnerability Assessment. Measures the coastal hazard exposures Recipient is likely to experience, and sensitivities (e.g., populations and land uses) that may be exposed to the identified hazards. Assessment activities typically include: conducting an exposure analysis, conducting an impact analysis, and assessing Recipient's adaptive capacity based on the findings from the impact analysis.
- 24. Work Plan. The work plan will serve as a cumulative record of Recipient's planning process. Work plans will be developed as evolving documents during the term of Recipient's adaptation planning process. Contents of the work plan will serve as a foundation of Recipient's adaptation plan. Contents of the work plan are dependent upon Recipient's adaptation planning process, and are likely to include: major Project milestones; a timeline for accomplishing major Project milestones; interim task to be completed; actions taken by Contractor and Recipient; alternatives considered and chosen by Recipient; data, methods, and approaches used; findings; relevant figures and tables; and supplementary resources available to Community Stakeholders.

IV. DEO RESPONSIBILITIES

DEO shall:

- 1. Provide an Agreement Manager for this Agreement.
- 2. Provide the services of Contractor under Contract Number C1469 to Recipient to complete a coastal hazard risk and vulnerability assessment.
- 3. Perform all its obligations under Contract Number C1469, including holding Contractor accountable to perform under Contract Number C1469.
- 4. Provide Recipient's contact information to Contractor.

V. RECIPIENT RESPONSIBILITIES

Recipient shall:

- 1. Assign an Agreement Manager for this Agreement.
- 2. Form or assign a local Project Steering Committee.
- 3. Provide meeting space for small and large organizational and public meetings.
- 4. Direct Recipient's Agreement Manager and Steering Committee to actively participate in and contribute to Contractor's completion of Recipient's coastal hazard risk and vulnerability assessment as described in Exhibit A, which includes the following Tasks:
 - a. Coordinate with Contractor to determine a date and time period to hold a coordination meeting.

- (1) Participate in a coordination phone call with Contractor to finalize details for the coordination meeting.
- (2) Review Contractor's draft coordination meeting agenda and discuss expected outcomes from the coordination meeting.
- (3) Identify community stakeholders and encourage them to participate in the coordination meeting, which participation should, at a minimum, include Project Steering Committee members.
- (4) Coordinate with Contractor to determine if any special equipment or supplies are needed to conduct an effective coordination meeting (e.g., projector, flip-charts, markers, notecards, telephone equipped with conference call feature).

b. Prepare for coordination meeting.

- (1) Identify and reserve a meeting space for the coordination meeting.
- (2) Assemble and prepare necessary meeting equipment and supplies.
- (3) Provide notice and coordination meeting details to identified community stakeholders.

c. Participate in a coordination meeting.

- (1) As host, facilitate the introduction of Contractor staff and community stakeholders.
- (2) Participate in a discussion of potential coastal hazard impact scenarios.
- (3) Participate in a discussion of roles and responsibilities of key participants during the Project term.
- (4) Identify opportunities and approaches for community participation during the Project term.
- (5) Coordinate in the development of guiding principles and motivations for Recipient's adaptation planning process.
- (6) Coordinate in the selection of date(s) and times for Recipient's design meeting.
- (7) Contribute in the development of a draft Project work plan to accomplish major Project milestones.

d. Prepare for design meeting.

- (1) Identify and reserve a meeting space for the design meeting.
- (2) Coordinate with Contractor to determine and transfer available community data and
- (3) Coordinate with Contractor to determine if any special equipment or supplies are needed to conduct an effective design meeting.
- (4) Assemble and prepare necessary meeting equipment and supplies.
- (5) Provide public notice and design meeting details to community stakeholders.
- (6) Conduct public outreach to encourage community stakeholders' participation in the design meeting.
- (7) Participate in a coordination phone call with Contractor to finalize design meeting details.

e. Host a design meeting.

- (1) As the host, facilitate an introduction of Contractor's staff.
- (2) Participate in a discussion that focuses on how meeting participants are already being impacted by coastal hazards.
- (3) Participate in a discussion of Project expectations.
- (4) Participate in a review of the benefits and disadvantages of available methodology, tools and approaches available for use to complete Recipient's vulnerability assessment.

- (5) Choose methodologies, tools, inputs and planning horizons used to develop Recipient's coastal hazard vulnerability assessment.
- f. Prepare for a physical meeting to review the results of Recipient's draft vulnerability assessment.
 - (1) Identify and reserve a meeting space for the meeting.
 - (2) Assemble and prepare necessary meeting equipment or supplies.
 - (3) Provide public notice and meeting details to community stakeholders.
 - (4) Conduct public outreach to encourage community stakeholders' participation in the meeting.
 - (5) Participate in a coordination phone call with Contractor to finalize meeting details.
- g. Participate in a physical meeting to review the results of Recipient's draft vulnerability assessment.
 - (1) Participate in an interactive discussion on draft vulnerability assessment results.
 - h. Organize and provide stakeholder comments to Contractor to allow finalization of Recipient's coastal hazard vulnerability assessment.
 - (1) Coordinate with Contractor to identify final delivery date of stakeholder comments.
 - (2) Organize all available community stakeholder comments.
 - (3) Electronically transmit stakeholder comments on or before the agreed upon delivery date.
 - i. Coordinate with Contractor to identify lessons learned throughout the vulnerability assessment development process.
 - j. Receive final vulnerability assessment from Contractor.
- 5. Direct Recipient's Agreement Manager and Steering Committee to actively participate in and contribute to the completion of Recipient's coastal hazard risk adaptation plan.
 - a. Coordinate with Contractor to determine a date and time period to hold an adaptation planning workshop.
 - b. Prepare for adaptation planning workshop.
 - (1) Participate in a coordination phone call with Contractor to finalize details for the adaptation planning workshop.
 - (2) Coordinate with Contractor to determine if any special equipment or supplies are needed to conduct an effective workshop.
 - (3) As requested, provide pertinent information to assist Contractor in meeting preparation.
 - (4) Identify and reserve a meeting space for the workshop.
 - (5) Provide public notice and workshop details to community stakeholders.
 - (6) Conduct public outreach to encourage community stakeholders' participation in the workshop.
 - c. Participate in adaptation planning workshop.
 - (1) Determine whether a stand-alone adaptation planning process should be used, or one that leverages existing or on-going processes, such as a local comprehensive plan update process.
 - (2) Select or delineate adaptation focus areas or issues.

- (3) Provide feedback on the customized decision-making framework developed by Contractor, to allow for incorporation of criteria, scoring, and/or weighting factors.
- (4) Participate in a discussion of adaptation strategies for key focus areas based on existing and planned land uses.
- (5) Provide input to Contractor to allow for prioritization and selection of adaptation strategies, approaches, and tools to address key focus areas and issues identified by community stakeholders.
- (6) Contribute in the creation of an inventory of adaptation implementation activities and actors (e.g., local government staff position) responsible for each adaptation action.
- (7) Review and identify available options and timelines for integration of adaptation strategy alternatives into existing plans and regulations.
- (8) Review and identify available funding options and mechanisms to support the implementation of all preferred adaptation strategies.
- (9) Participate in a discussion on the development of strategies for monitoring and evaluating Recipient's implementation strategy.
- d. Participate in a post-workshop organizational call with Contractor.
 - (1) Review updates to Recipient's Project work plan.
 - (2) Provide required additional information or address unresolved task necessary to complete Recipient's draft adaptation plan.
- e. Organize and provide stakeholder comments to Contractor to allow finalization of Recipient's coastal hazard adaptation plan.
 - (1) Coordinate with Contractor to identify final delivery date of stakeholder comments.
 - (2) Organize all available community stakeholder comments.
 - (3) Electronically transmit stakeholder comments on or before the agreed upon delivery date.
- f. Coordinate with Contractor to identify lessons learned throughout the adaptation plan development process.
- g. Receive final adaptation plan from Contractor.
- 6. Complete all tasks listed in this Section V of this Agreement in accordance with the agreed upon timeline established by Recipient's completion of the Task listed in Section V.4.C(7) (draft Project work plan) and the approximate time periods for completion of Recipient's responsibilities established in Exhibit B. In the event that Recipient is unable to respond to Contractor on a particular item per the schedule's requirement, it is expected that Contractor will move the Project along as necessary at the direction of DEO staff and the original scope.

VI. TERMS, AMENDMENTS, AND CHANGES

This Agreement represents the entire agreement among the Parties and, upon this Agreement's effective date, replaces all prior negotiations, interpretations and understandings between the Parties related to the subject of this Agreement. With the exception of contact information specified in Section IX, AgreementManagers, any changes, alterations, deletions, or additions to the terms set forth in this Agreement must be by written amendment executed by all Parties.

VII. COSTS

There are no costs associated with this Agreement.

VIII. TERMINATIONS, RENEWALS, AND EXTENSIONS

- A. This Agreement shall terminate automatically if DEP does not continue to contract with DEO for services provided under the Federal Grant with NOAA. DEO will provide written notice to Recipient of the termination on this basis upon receiving written notification from DEP.
- B. This Agreement may be terminated mutually by a written agreement signed by the Parties, or unilaterally by any Party, for any reason, provided the terminating Party serves the other Party with a written notice of an intention to terminate the Agreement at least sixty (60) days prior to the intended termination date.
- C. If changes in governing state or federal laws or regulations render performance by any Party or any provision of this Agreement illegal, impracticable, or impossible, said Party's obligations for performance, or said provision of this Agreement, shall immediately terminate.
- D. This Agreement may be extended pursuant to section 287.057(12), F.S., for a period not to exceed six (6) months. Any extension shall be in writing, shall be signed by all Parties, and shall be subject to the same terms and conditions set forth in the initial Agreement. Only one extension is authorized unless the failure to meet the criteria set forth in this Agreement is due to events beyond the control of the Parties.
- E. This Agreement may be renewed in accordance sections 287.057(13) and 287.058(1)(g), F.S., and is contingent upon satisfactory performance evaluations by DEO and is subject to the availability of funds. Renewal of this Agreement shall be in writing, shall be signed by all Parties, and shall be subject to the terms and conditions set forth in the existing Agreement. Renewal shall be limited to an additional term not to exceed three (3) years.
- F. This Agreement may be terminated by DEO if Contract Number C1469 between Contractor and DEO is terminated for any reason.
- **G.** Recipient understands that Recipient is not, and shall not be construed as, a third-party beneficiary to Contract Number C1469 between Contractor and DEO.

IX. AGREEMENT MANAGERS

A. DEO designates Sean Reiss as its Agreement Manager for all issues relating to this Agreement, whose title is Planning Analyst, and who can be contacted by telephone at (850) 717-8511 or by e-mail at Sean.Reiss@deo.myflorida.com, and whose address is:

Sean Reiss
Department of Economic Opportunity
Bureau of Community Planning
107 East Madison Street
Caldwell Building, MSC 160

Tallahassee, Florida 32399-4135

A. Recipient designates Timothy Day as its Agreement Manager for all issues relating to this Agreement, whose title is Environmental Programs Manager, and who can be contacted by telephone at (850) 595-1144, by e-mail at trday@co.escambia.fl.us, and whose address is:

Timothy Day
Environmental Programs Manager
Escambia County Community and Environment Department
Water Quality and Land Management Division
3363 West Park Place
Pensacola, Florida 32505

B. In the event that any Party designates a different Agreement Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone number, and email address of the newest Agreement Manager to all other Parties. A designation of a new Agreement Manager shall not require a formal amendment to the Agreement.

X. PUBLIC RECORDS

The Parties acknowledge their public records responsibilities under chapter 119, F.S. In the event a Party provides information to the other Party that is confidential and exempt from the requirements of chapter 119, F.S, the Party providing that information shall clearly identify the protected information and cite the legal authority supporting the claim of confidentiality.

XI. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Unless done in performance of the Tasks listed herein, no public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Recipient is prohibited from using information about this Agreement in brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

XII. LIABILITY AND INDEMNIFICATION

Each Party is responsible only for its own intentional acts, negligence, or omissions, or those of its employees, agents, officers, heirs, and assignees, including inappropriate release or use of the confidential information exchanged under this Agreement. Nothing in this section shall be construed as an indemnification or a waiver of sovereign immunity enjoyed by any Party to this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURES APPEAR ON FOLLOWING PAGE

DEO Agreement Number: F1128

IN WITNESS HEREOF, the Parties agree to the terms and conditions set forth in this Agreement, and upon placing their signatures below, have hereby caused this Agreement to be executed.

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY	ESCAMBIA COUNTY, FLORIDA		
By:	By:		
Signature	Signature		
Printed Name: William B. Killingsworth	Printed Name: Steven Barry		
Title: Director, Division of Community	Title: Chairman		
Development			
Date:	Date:		
	ATTEST: PAM CHILDERS		
FLORIDA DEPARTMENT OF	Clerk of the Circuit Court		
ECONOMIC OPPORTUNITY			
Office of General Counsel			
Approved as to form and legal sufficiency,	Deputy Clerk		
subject only to full and			
proper execution by the Parties			
Ву:			
Signature			
Printed Name:			
Title: Assistant General Counsel	Approved as to form and legal sufficiency.		
Date:	Shall .		
	Stephen G. West		
	Title: Senjor Assistant County Attorney		
	Date: Au Zo Znic		

Contract # C1469

STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY CONTRACT

THIS CONTRACT is between the State of Florida, Department of Economic Opportunity, hereinafter referred to as "DEO," and *Dewberry Consultants LLC*, hereinafter referred to as "Contractor" (each individually a "Party" and collectively "the Parties").

I. CONTRACTOR AGREES:

A. Attachment 1, Scope of Work:

Contractor agrees to provide the goods and/or services in accordance with the conditions and criteria specified herein, and in Attachment 1, Scope of Work.

B. Type of Contract:

This Contract is a *cost reimbursement* Contract.

C. Contract Dates:

This Contract shall begin on the date on which the last Party has signed the Contract and shall end on *December 31, 2016*. DEO shall not be obligated to pay for costs incurred related to this Contract prior to its beginning date or after its ending date.

D. Contract Payment:

This Contract shall not exceed **Two Hundred Thirty-Two Thousand Two Hundred Thirty-Four Dollars and Ninety-Three Cents** *(\$232,234.93)* which shall be paid by DEO in consideration for Contractor's provision of goods and/or services as set forth by the terms and conditions of this Contract. The State of Florida and DEO's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and availability of any and all applicable federal funds. DEO shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Contractor in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Contract or to be paid from any other source is not eligible for reimbursement under this Contract.

E. Requirements of paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.):

- 1. Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
- 2. If travel expenses are authorized, Contractor shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.

- **3.** Contractor shall allow public access to all documents, papers, letters or other materials made or received by Contractor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article 1 of the State Constitution and subsection 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Contract for Contractor's refusal to comply with this provision.
- 4. Contractor shall perform all tasks contained in Attachment 1, Scope of Work.
- 5. Receipt by Contractor of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Contract and is contingent upon Contractor's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
- **6.** Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this Contract.
- 7. Renewal: If the Contract was procured by an exceptional purchase pursuant to subsections 287.057(3)(a) or (3)(c), F.S., it may not be renewed. If the Contract was competitively procured, the price of the renewal must be included in the response to the Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN) and the renewal price for the Contract shall not exceed that as set forth in the response to the ITB, RFP, or ITN. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed on a yearly basis for a period of up to three years after the initial contract, or for a period no longer than the term of the original contract, whichever is longer. Renewals are contingent upon the availability of funds, satisfactory performance evaluations by DEO, and at the discretion of DEO. Costs for any renewal may not be charged. *This Contract shall not be renewed.*
- **8.** If Contractor fails to perform in accordance with the Contract, DEO shall apply the financial consequences specified herein.
- 9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Contractor; whereas, intellectual property rights to all property created or otherwise developed by Contractor specifically for DEO will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

F. Governing Laws:

1. State of Florida Law:

a. Contractor agrees that this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Contract. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue

- of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
- **b.** Contractor agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.030 F.A.C. and that if applicable, will maintain eligibility for this Contract through the MyFloridaMarketplace.com system.
- c. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Contractor shall provide any type of information the Inspector General deems relevant to Contractor's integrity or responsibility. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. Contractor shall retain such records for the longer of: (1) five years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State available at: http://dlis.dos.state.fl.us/recordsmgmt/gen records schedules.cfm.
- d. Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Contractor's compliance with the terms of this or any other agreement between Contractor and the State which results in the suspension or debarment of Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not result in Contractor's suspension or debarment.
- e. Public Entity Crime: 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 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 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. Furthermore, Contractor will complete and provide the certification in Attachment 2.

- f. Advertising: Subject to chapter 119, F.S., Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from DEO, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to the Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- g. Sponsorship: As required by section 286.25, F.S., if Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

- (1) Conflict of Interest: This Contract is subject to chapter 112, F.S. Contractors shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Contractor or its affiliates.
- (2) Convicted Vendors: Contractors shall disclose to DEO if they are on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.1.e. above for a period of 36 months from the date of being placed on the convicted vendor list.
- (3) Vendors on Scrutinized Companies Lists: If this Contract is in the amount of \$1 million or more, in executing this Contract, Contractor 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.
 - (a) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Contract for cause if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.
 - (b) If DEO determines that Contractor has submitted a false certification, DEO will provide written notice to Contractor. Unless Contractor demonstrates in writing, within 90 days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Contractor. If DEO's determination is upheld, a civil penalty equal to the

greater of \$2 million or twice the amount of this Contract shall be imposed on Contractor, and Contractor will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by the Contractor.

- (c) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.
- (4) Discriminatory Vendors: Contractors shall disclose to DEO if they appear on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:
 - (a) submit a bid on a contract to provide any goods or services to a public entity;
 - (b) submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - (c) submit bids on leases of real property to a public entity; or
 - (d) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

i. Abuse, Neglect, and Exploitation Incident Reporting:

In compliance with sections 39.201 and 415.1034, F.S., an employee of Contractor who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at http://www.dcf.state.fl.us/abuse/report/, or via fax at 1-800-914-0004.

j. Information Release

DEO does not endorse any contractor, commodity or service. No public disclosure or news release pertaining to this Contract shall be made without the prior written approval of DEO. Contractor is prohibited from using contract information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

Contractor must notify DEO, both by e-mail and first class mail, within one (1) business day from receipt of all request(s) for public records, as a public record is defined in Section 119.011, Florida Statutes. In accordance with Chapter 119 of the Florida Statutes, Contractor shall be responsible for responding to all public records requests per the cost structure provided for records made or received by Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes. Notice of

public records requests received by the Contractor shall be e-mailed to PRRequest@deo.myflorida.com and mailed to:

Public Records Coordinator
Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399
Office: (850) 245-7140

Contractor shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Contractor's possession related to this contract is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Contractor shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

k. Funding Requirements

- (1) Contractor and its subcontractors may only expend funding under this Contract for allowable costs resulting from obligations incurred during the Contract period.
- (2) Contractor shall refund to DEO any balance of unobligated funds which has been advanced or paid to Contractor.
- (3) Contractor shall refund to DEO all funds paid in excess of the amount to which Contractor or its subcontractors are entitled under the terms and conditions of the Contract.

2. Federal Law:

- **a.** Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 74, 29 CFR Part 95, 2 CFR Part 215, 20 CFR Part 600, et seq., and all other applicable federal regulations.
- b. Contractor shall comply with all applicable federal laws, including but not limited to:
 - (1) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - (2) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, et seq., which prohibits discrimination on the basis of race, color or national origin.
 - (3) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
 - (4) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, et seq., which prohibits discrimination on the basis of sex in educational programs.

- **(5)** The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, *et seq.*, which prohibits discrimination on the basis of age.
- (6) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- (7) The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- (8) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- (9) The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 276a-7, and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act, 40 U.S.C. 276c and 18 U.S.C. 874, as supplemented by the DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction subagreements.
- (10) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations, 40 CFR Part 15. Contractor shall report any violation of the above to DEO.
- (11) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (12) The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Certification Regarding Lobbying Form within Attachment 2 of this Contract). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier

- shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- (13) Debarment and Suspension: When applicable, as required by the regulation implementing Executive Order (EO) No. 12549 and EO No. 12689, Debarment and Suspension, 29 CFR Part 98, Contractor must not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor must provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment 2 of this Contract.
- (14) Office of Management and Budget (OMB) Circulars: Contractor shall comply with all applicable OMB circulars. Nonprofit subrecipients are subject to the cost principles at OMB Circular A-122; educational institution subrecipients are subject to those at OMB Circular A-21; and commercial organization vendors or subcontractors are subject to the cost principles under 48 CFR Part 31. Subrecipients and sub-grantees are also subject to the provisions of OMB Circular A-133.
- (15) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (16) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American-made.
- (17) Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

- (18) Funds awarded to and administered by the Department under the American Reinvestment and Recovery Act (ARRA or the Recovery Act), must be utilized in accordance with all rules, regulations and guidance issued for this program by each awarding Agency through the close-out date of these federal funds. Complete Special Conditions Addendum, if applicable.
- (19) Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (20) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (21) E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- (22) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 11/2times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (23) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

(24) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

G. Contractor Payments:

- 1. Contractor will provide DEO's Contract Manager invoices in accordance with the requirements of the State of Florida Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference guide/) with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:
 - **a.** Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Contract for the invoice period. Payment does not become due under the Contract until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices must contain the Contractor's name, address, federal employer identification number or other applicable Contractor identification number, the Contract number, the invoice number, and the invoice period. DEO or the State may require any additional information from Contractor that DEO or the State deems necessary to process an invoice.
 - **c.** Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
- 2. At DEO's or the State's option, Contractor may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO Contract Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms EDI 810, cXML, or web-based invoice entry within the ASN.
- 3. Payment 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 goods and services unless the solicitation documents or the Contract Scope of Work specify otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Contractor due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Contract.
- **4.** Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

H. Final Invoice:

Contractor shall submit the final invoice for payment to DEO no later than **30** days after the Contract ends or is terminated. If Contractor fails to do so, all rights to payment are forfeited and DEO will not honor any requests submitted after this time period.

I. Return or Recoupment of Funds:

- 1. Contractor shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to Contractor by DEO. In the event that Contractor or its independent auditor discovers that overpayment has been made, Contractor shall repay said overpayment within forty (40) calendar days without prior notification from DEO. In the event that DEO first discovers an overpayment has been made, DEO will notify Contractor by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to DEO Contract Manager, and made payable to the "Department of Economic Opportunity."
- 2. Notwithstanding the damages limitations of Section II.F., if Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Contractor under this Contract or any other contract between Contractor and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between Contractor and any State entity, Contractor will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless the Department agrees, in writing, to an alternative timeframe.

J. Vendor Ombudsman:

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 Chief Financial Officer's Hotline, (800) 342-2762.

K. Audits and Records:

1. Representatives of DEO, 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 representatives of the federal government and their duly authorized representatives shall have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

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- **2.** Contractor shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Contract.
- **3.** Contractor will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.
- **4.** Contractor shall retain all Contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) state fiscal years after completion or termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) state fiscal years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Contractor shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO. Additional federal requirements may be identified in Attachment 1, Scope of Work.
- **5.** Contractor shall transfer, at no cost to DEO, all public records upon completion or termination of the Contract, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.
- **6.** Contractor shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Employment Eligibility Verification:

- **1.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Contractor to:
 - **a.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and,
 - **b.** Include in all subcontracts under this Contract, 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.
- 2. 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 at:

http://www.dhs.gov/files/programs/gc 1185221678150.shtm

3. If Contractor does not have an E-Verify MOU in effect, Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

M. Duty of Continuing Disclosure of Legal Proceedings:

- Prior to execution of this Contract, Contractor must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Contractor (and each subcontractor) in a written statement to DEO's Contract Manager. Thereafter, Contractor has a continuing duty to promptly disclose all Proceedings upon occurrence.
- 2. This duty of disclosure applies to Contractor's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
- **3.** Contractor shall promptly notify the DEO's Contract Manager of any Proceeding relating to or affecting the Contractor's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Contractor's ability or willingness to perform the Contract is jeopardized, Contractor shall be required to provide the DEO's Contract Manager all reasonable assurances requested by DEO to demonstrate that:
 - **a.** Contractor will be able to perform the Contract in accordance with its terms and conditions; and,
 - **b.** Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

N. Assignments and Subcontracts:

- Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
- 2. Contractor agrees to be responsible for all work performed and all expenses incurred with the project. If DEO permits Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by Contractor that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by DEO. Such review of the written subcontract document by DEO will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of this Contract. Contractor further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend DEO against such claims.

- 3. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of DEO. DEO may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. DEO 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 DEO's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. DEO may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.
- **4.** Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor. In the event the State of Florida approves transfer of Contractor's obligations, Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. In addition, this Contract shall bind the successors, assigns, and legal representatives of Contractor and of any legal entity that succeeds to the obligations of the State of Florida.
- 5. Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor 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.
- **6.** Contractor agrees that DEO may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and DEO in all such cases.
- 7. Contractor shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. The DEO's Minority Coordinator at (850) 245-7260 will assist with questions and answers.
- **8.** DEO shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

O. Purchasing:

1. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from 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, this contract shall be purchased from the corporation identified under chapter 946, F.S., 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.

2. Products Available from the Blind or Other Handicapped (RESPECT): In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of this Contract 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, 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 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.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

3. Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with section 403.7065, F.S.

P. MyFloridaMarketPlace Transaction Fee:

- 1. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (System). Pursuant to subsection 287.057(22), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.032, F.A.C.
- 2. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Contractor. If automatic deduction is not possible, Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments,

- Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
- 3. Contractor shall receive a credit for any Transaction Fee paid by Contractor for the purchase of any item(s) if such item(s) are returned to Contractor through no fault, act, or omission of Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Contractor's failure to perform or comply with specifications or requirements of the Contract.
- 4. Failure to comply with these requirements shall constitute grounds for declaring Contractor in default and recovering reprocurement costs from Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

Q. Nonexpendable Property:

- 1. For the requirements of this section of the Contract, "nonexpendable 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 nonexpendable 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 hardback-covered bound books, with a value or cost of \$250 or more).
- 2. All nonexpendable property, purchased under this Contract, shall be listed on the property records of Contractor. Contractor shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
- **3.** At no time shall Contractor dispose of nonexpendable property purchased under this Contract for these services without the written permission of and in accordance with instructions from DEO.
- **4.** Immediately upon discovery, Contractor shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
- **5**. Contractor shall be responsible for the correct use of all nonexpendable property furnished under this Contract.
- **6.** A formal contract amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved contract budget.
- 7. Title (ownership) to all nonexpendable property acquired with funds from this Contract shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Contract unless otherwise authorized in writing by DEO.

R. Information Resource Acquisition:

Contractor shall obtain prior written approval from the appropriate DEO approving authority before purchasing any Information Technology Resource (ITR) or conducting any activity that

will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data.

S. Insurance:

During the Contract, including the initial Contract term, renewal(s), and extensions, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Contract, Contractor shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Contract, Contractor shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

DEO shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance. The following types of insurance are required.

1. Contractor's Commercial General Liability Insurance:

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S., Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Contractor, at all times during the Contract, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

3. Other Insurance:

During the Contract term, Contractor shall maintain any other insurance as required in Attachment 1, Scope of Work.

T. Confidentiality and Safeguarding Information:

- Each Party may have access to confidential information made available by the other. The
 provisions of the Florida Public Records Act, chapter 119, F.S., and other applicable state
 and federal laws will govern disclosure of any confidential information received by the State
 of Florida.
- **2.** Contractor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Contract.
- **3.** Except as necessary to fulfill the terms of this Contract and with the permission of DEO, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
- 4. Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
- 5. If Contractor has access to either DEO's network or any DEO applications, or both, in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable DEO Information Technology Security procedures and policies. Contractor (including its employees, sub-contractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of contract.
- 6. Contractor shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Contractor, its employees, agents or representatives which is not in compliance with the terms of the Contract (of which it becomes aware). Contractor also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Contractor's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to DEO not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the

unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.

7. In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 817.5681, F.S., through June 30, 2014, and with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.

U. Warranty of Ability to Perform:

Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Contract.

V. Patents, Copyrights, and Royalties:

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, Contractor shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved to the State of Florida. The rights to any invention resulting from this Contract that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable. All data, both electronic and hard copies, created or received by Contractor during the Contract are the property of DEO and must be surrendered to DEO upon expiration, termination or cancellation of this Contract at no cost to DEO.

- 2. Where activities supported by this Contract produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event that any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Contractor shall notify DEO. Any and all copyrights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.
- 3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within 30 days, be reported in writing by the president of the university to the Department of State in accordance with subsection 1004.23(6), F.S.

W. Independent Contractor Status:

In Contractor's performance of its duties and responsibilities under the Contract, it is mutually understood and agreed that Contractor is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Contractor shall perform its work and functions other than as provided herein. Nothing in the Contract is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

- 1. Except where Contractor is a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Contractor represent to others that, as Contractor, it has the authority to bind DEO unless specifically authorized to do so.
- **2.** Except where Contractor is a state agency, neither Contractor, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.
- **3.** Contractor 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.
- **4.** Unless justified by Contractor and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Contractor or its subcontractor or assignee.
- **5.** DEO shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. Contractor shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Contractor shall ensure that its employees, subcontractors, and other agents, receive benefits and

necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

6. Contractor, at all times during the Contract, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

X. Electronic Funds Transfer:

Contractor 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 Contract. 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 EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

II. CONTRACTOR AND DEO AGREE:

A. Renegotiation or Modification:

The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Contractor, make changes within the general scope of the Contract. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of the change shall be the responsibility of Contractor. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

B. Time is of the Essence:

Time is of the essence regarding the performance obligations set forth in this Contract. Any additional deadlines for performance for Contractor's obligation to timely provide deliverables under this Contract including but not limited to timely submittal of reports, are contained in Attachment 1, Scope of Work.

C. Termination:

1. Termination Due to the Lack of Funds:

In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, DEO may terminate this Contract upon no less than twenty-four (24) hours notice in writing to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

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2. Termination for Cause:

DEO may terminate the Contract if Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Contractor shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience:

DEO, by written notice to Contractor, may terminate the Contract in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. Contractor shall not be entitled to recover any cancellation charges or lost profits.

D. Dispute Resolution:

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Contract shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, Contractor files with DEO a petition for administrative hearing. DEO's decision on the petition shall be final, subject to Contractor's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Contractor's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

- **E. Indemnification** (NOTE: If Contractor 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):
 - 1. Contractor 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 DEO, 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 Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.
 - 2. Further, Contractor shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Contractor's products or DEO's operation

or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Contractor shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.

3. Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

F. Limitation of Liability:

For all claims against Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Contract.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires Contractor to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Contractor or its affiliates to the State against any payments due Contractor under any contract with the State.

G. 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 Contract 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 Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify DEO 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 Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from DEO 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, Contractor shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

H. Severability:

If any provision, in whole or in part, of this Contract is held to be void or unenforceable by a Court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

I. Authority of Contractor's Signatory:

Upon execution, Contractor shall return the executed copies of this Contract in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has authority to bind Contractor to this Contract as of the date of execution. Documentation may be in the form of a legal opinion from the Contractor's attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, at its discretion, request additional documentation related to the below signatory's authority to bind Contractor to this Contract.

J. Execution in Counterparts:

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

K. Contact Information for Contractor and DEO Contacts:

The name, address, zip code, telephone and fax numbers, and email address for:

Contractor's Payee:

Contractor's Contract Manager:

Dewberry Consultants, LLC	Chris Zambito
1000 N. Ashley Drive, Suite 801	1000 N. Ashley Drive, Suite 801
Tampa, FL 33602	Tampa, FL 33602-3718
Telephone No.: (813) 421-8635	Telephone No.: (813) 421-8639
Fax No.: (813) 225-1385	Fax No.: (813) 225-1385
Email Address: kpatterson@dewberry.com	Email Address: czambito@dewberry.com

DEO's Contract Manager:

Daniel Fitz-Patrick
107 East Madison Street
Tallahassee, Florida 32399
Telephone No.: (850) 717-8511
Fax No.: (850) 717-8522
Email Address: Daniel.FitzPatrick@deo.myflorida.com

In the event that any Party designates a different Contract Manager after the execution of this Contract, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Contract Manager to all other Parties. A designation of a new Contract Manager shall not require a formal amendment to the Contract.

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I have read the above Contract and the attachments and exhibits thereto and understand each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this **52** page Contract by their undersigned officials duly authorized.

	DEWBERRY CONSULTANTS LLC	DEPARTMENT OF ECONOMIC OPPORTUNITY		
Ву		Ву		
	Signature		Signature	
	Donald E. Stone, Jr.	<u>-</u> -	Theresa B. "Cissy" Proctor	
Title	CEO	Title _	Chief of Staff	
Date		Date		
to full	oved as to form and legal sufficiency, subject and proper execution by the Parties E OF GENERAL COUNSEL RTMENT OF ECONOMIC OPPORTUNITY	ct only		
Annro	wed Date:			

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Attachment 1

SCOPE OF WORK

INCLUSION OF SOLICITATION DOCUMENTS & VENDOR RESPONSE

The original specifications and all addendums and responses to **15-RFP-004-LJ**, and all representations, warranties and commitments in the response and related correspondence continue as contractual obligations under this Contract.

CONTRACTOR IS REQUIRED TO COMPLETE ATTACHMENT 2.

I. General Description

A. Definitions and Descriptions

Unless otherwise expressly stated, the following words, terms and descriptions shall, for the purposes of this Contract, have the meanings shown in this section. Where terms are not defined in this Contract, such terms shall have ordinarily accepted meanings such as the context implies.

- a) Adaptation Plan: An adaptation plan identifies current and future coastal hazards, assesses the impacts of identified hazards, develops strategies and actions to best minimize these impacts, and establishes a process to implement those actions. An adaptation plan is comprised of four essential components (i.e., parts): defining the adaptation planning Context, completing a Vulnerability Assessment, developing Adaptation Strategies, and Implementation Strategies. Within each of these four main adaptation planning components are a number of supporting tasks that will be addressed during the adaptation planning process.
- b) Adaptation Planning: The process of developing one or more parts of Recipient's local adaptation plan.
- c) Adaptation Planning Workshop: Includes one or more public workshops with Recipient to achieve agreed upon workshop objectives.
- d) Adaptation Strategies: The toolkit of responses that Recipient can take to adapt to coastal hazards. During the adaptation planning process, Recipient will identify one or more focus area(s) or issue(s), identify a series of adaptation strategies, and prioritize the community's adaptation needs through the utilization of a Decision Making Framework. Adaptation strategies are often classified according to the categories of Protection, Accommodation and Managed Retreat.
- e) Coastal Hazard: Include, but is not limited to: high tides, storm surge, and the related impacts of rising sea levels.
- f) Community Participation: Involves engaging community stakeholders in the adaptation planning process. Opportunities for community engagement include, but are not limited to: serving on a steering committee; proposing guiding principles and motivations for the adaptation planning process; choosing methodologies and tools Contractor will use to develop a draft coastal hazard vulnerability assessment; assisting in the selection or delineation of adaptation focus areas or issues; providing comments related to Recipient's draft coastal hazard vulnerability assessment; proposing adaptation strategies, or preferences for strategies which Recipient can take to adapt to the findings identified in Recipient's' final coastal hazard vulnerability assessment; proposing implementation strategies; and, providing comments related to Recipient's draft coastal hazards adaptation plan.

Version date: 07/01/2014 (Vendor)

- g) Community Stakeholder: Include any institution or individual that has a latent or expressed interest in Recipient accomplishing its mission and goals.
- h) Confidential Information: Information which is protected from disclosure as a public record by law including information which is named as "confidential" or "confidential and exempt" from disclosure as a public record under the Florida Statutes.
- i) Context: Refers to the preparatory activities taken by Recipient at the beginning of the adaptation planning process. These preparatory activities include: assembling a steering committee; identifying opportunities for community participation; setting guiding principles and motivations; and, describing the adaptation planning context. This last activity, describing the planning context offers an opportunity to analyze prior related planning efforts that may have occurred within or near the community, information gaps related to adaptation planning, the available human capacity (such as coastal scientist and land-use planners), and the outside resources needed to conduct the locally desired planning effort. Describing the planning context provides Recipient with a chance to assess the scope of work and the resources applicable to the adaptation planning process.
- j) Contract: A written agreement between DEO and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, executed by both the Contractor and DEO.
- k) Contract Manager: The person designated by DEO who is charged with monitoring a contract through the term of the agreement and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. The Contract Manager serves as the liaison between DEO and the Contractor regarding performance issues contained in the contract.
- Contractor: The person or entity that enters into a contract to sell commodities or contractual services to DEO.
- m) Coordination Meeting: A webinar meeting between Recipient (Local Agreement Manager, Steering Committee, and Community Stakeholders), DEO staff and Contractor. The coordination meeting will serve to establish a working relationship between parties.
- n) Decision Making Framework: Identification of suitable adaptation strategies will be identified through an objective framework that incorporates qualitative and quantitative measures of project benefits, feasibility, acceptance, and obstacles to systematically evaluate options. The development of a decision making framework will consider Recipient's risk portfolio as well as more qualitative dimensions of Recipient's capabilities, including legal, fiscal, administrative, political, and technical aspects. Potential obstacles for implementation will be included through qualitative (i.e., perceived acceptance) and quantitative (i.e., cost) metrics. The end product of the framework, will be spreadsheet-based tool, used as scoring matrix that will support rating and prioritization of potential adaptation measures. The framework and resulting tool will help facilitate objective scoring and transparency in the adaptation strategy evaluation process.
- o) DEO: Florida Department of Economic Opportunity.
- p) DEO Business Hours: Typically 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time DEO conducts routine business.
- q) DEO Non-Business Hours: Typically holidays, weekends, and night time frames in which DEO is closed to conducting routine business.
- r) DEO Observed Holidays: The following holidays are currently observed by DEO. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
 - 1. New Year's Day

- 2. Martin Luther King Day
- 3. Memorial Day
- 4. Independence Day
- 5. Labor Day
- 6. Veteran's Day
- 7. Thanksgiving Day and the following day
- 8. Christmas Day
- s) DEP: Florida Department of Environmental Protection.
- t) Design Meeting: An in-person public meeting, designed to engage community stakeholders in order to capture input and tailor the vulnerability assessment approach used by Contractor to meet Recipient's needs. The meeting will have a participatory structure that will help generate buy-in through participation by stakeholders.
- u) Draft: A complete deliverable, that has undergone Contractor's internal quality assurance processes, and is ready for review and comment by Recipient and DEO.
- v) Exposure Analysis: An exposure analysis utilizes geospatial hazard projection data to answer the question "where" based on two choices when (i.e., what planning time horizon) and how much (i.e., which scenario). The "where" will depend on which computer model is used (e.g., Florida Department of Transportation Sketch Planning tool; Sea Level Affecting Marshes Model) to produce the projection. The analysis can depict which areas in the community are likely to be susceptible to the chosen scenario. In addition, the exposure analysis may incorporate the effect that one hazard will have on other coastal hazards, such as the relationship between sea level rise and habitat migration or storm surge. The results from Recipient's Exposure Analysis will be included in Recipient's Risk Portfolio.
- w) FCMP: Florida Coastal Management Program.
- x) Focus Group: Statewide experts on adaptation and coastal vulnerability as well as stakeholders in the coastal area.
- y) Impact Analysis: Conducting an impact (sensitivity) analysis allows Recipient to identify the potential physical/economic impairment to different assets/entities located in areas that are at risk to a coastal hazard scenario projected during the Exposure Analysis. The results from Recipient's Impact Analysis will be included in Recipient's Risk Portfolio.
- z) Invoice: Contractors itemized document stating prices and quantities of goods and/or services delivered, and sent to DEO for verification and payment.
- aa) NOAA: National Oceanic Atmospheric Administration.
- bb) Premises: The entire Department of Economic Opportunity property identified by DEO's Building Manager (or his/her designee) and any other property that may be added to or deemed part of the contract agreement.
- cc) Project: Refers to a Recipient's adaptation planning process.
- dd) Project Work Plan: See "Work Plan."
- ee) Pilot Community: Also known as "Recipient," refers to the three communities selected to take part in the evaluation and development of adaptation planning guidance materials.
- ff) Recipient: Recipient is used broadly in Attachment 1 of this contract to mean: one or more pilot communities; and, community stakeholders from pilot communities. The term "Recipient" is used in this singular form to reflect a paralleled use of this term in cooperative agreements (e.g., Memorandum of Agreement) between DEO and each pilot community, whereas, individual communities are referred to as "Recipient."
- gg) Risk Portfolio: A summary of the baseline and future coastal hazard risk, presented in geospatial, tabular and narrative summaries. The portfolio includes summaries of risk by sector, multiple-geographies and sea level rise conditions. Summaries of impacts by section (e.g., commercial, residential, critical infrastructure) will allow each community to identify the local and risk to

- specific asset categories such as residential, commercial, transportation, and other critical infrastructure services. Geographic distribution of risk will be developed for multiple geographies from gridded summary coverage, sub-watershed, and municipal levels. This information will be assembled in the form of an appendix, to be included in the adaptation plan for Recipient.
- hh) Special Area Management Plan (SAMP): A comprehensive plan providing for natural resource protection and reasonable coastal-dependent economic growth containing a detailed and comprehensive statement of policies; standards and criteria to guide public and private uses of lands and waters; and mechanisms for timely implementation in specific geographic areas within the coastal zone. In addition, SAMPs provide for increased specificity in protecting natural resources, reasonable coastal-dependent economic growth, improved protection of life and property in hazardous areas, including those areas likely to be affected by land subsidence, rising sea levels, or fluctuating water levels of the Great Lakes, and improved predictability in governmental decision making.
- ii) Stakeholder: See "Community Stakeholder."
- jj) Steering Committee: A steering committee typically includes diverse representation from community staff and community members. Effective Committee composition will ensure that technical accuracy and thoroughness of Recipient's adaptation planning process is achieved and whose participation and support will enhance the processes' political acceptability. Depending on the size of the community and topics addressed during the planning process, the size of an effective steering committee generally ranges from five to twenty members. The Committee, its membership, and its responsibilities should be formalized through resolution or association to a previously adopted group.
- kk) Subcontractor: A person or entity contracting to perform part or another's entire contract, upon Department approval.
- II) Vulnerability Assessment: Measures the coastal hazard exposures Recipient is likely to experience, and sensitivities (e.g., populations and land uses) that may be exposed to the identified hazards. Assessment activities typically include: conducting an exposure analysis, conducting an impact analysis, and assessing Recipient's adaptive capacity based on the findings from the impact analysis.
- mm) Work Plan: The work plan will serve as a cumulative record of Recipient's planning process. Work plans will be developed as an evolving document during the term of Recipient's adaptation planning process. Contents of the work plan will serve as a foundation of Recipient's adaptation plan. Contents of the work plan are dependent on Recipient's adaptation planning process, and are likely to include: major project milestones; a timeline for accomplishing major project milestones; interim task to be completed; actions taken by Contractor and Recipient; alternatives considered and chosen by Recipient; data, methods and approaches used; findings; relevant figures and tables; and, supplementary resources available to Community Stakeholders.

B. Purpose

Section 163.3177(6)(g)(10), Florida Statues, provides local governments the option to "...develop an adaptation action area designation for those low-lying coastal zones that are experiencing coastal flooding due to extreme high tides and storm surge and are vulnerable to the impacts of rising sea level." Projected sea level rise impacts threaten to exacerbate the vulnerability of Florida's at-risk coastal resources. Adapting to and mitigating sea level rise impacts will require that adaptation measures be incorporated into all levels of hazard mitigation and land use planning in Florida. DEO, in partnership with the National Oceanic Atmospheric Administration (NOAA), Department of Environmental Protection (DEP), the Florida Coastal Management Office

(FCMO), and the Florida Division of Emergency Management (DEM), are working together on an initiative to integrate coastal adaptation measures into existing local planning, policy and budgeting mechanisms, such as comprehensive plans, mitigation strategies, economic development plans, special area management plans and post-disaster redevelopment plans, as applicable.

C. Overview

DEO has entered into two contracts with DEP, which allow DEO to enter into one or more subcontracts with vendors to complete the tasks listed in this Contract. The two contracts with DEP are for years three and four of DEO's Community Resiliency Initiative (see Attachment 1, Section II. X). The work from years one and two of the Initiative, an inventory and comparison of methodology and tools available for use by local governments to conduct coastal hazard vulnerability analyses and scenarios, is to be used for the contractual work completed in Tasks 1 and 2 of this Contract. Contractual work for Task 1 includes using the information and resources inventoried and organized for the contractual work tied to years one and two of the Community Resiliency Initiative to develop coastal hazard vulnerability analyses and scenarios for three (3) pilot communities. Contractual work for Task 2 includes using the coastal hazard vulnerability analyses and scenarios completed in Task 1 for the three (3) pilot communities to complete coastal hazard adaptation plans for each of the three (3) pilot communities. In addition to these major tasks, a number of guidance tools, presentation materials and case studies will be completed, that clearly identify and explain all information and resources needed and available to Florida communities for the completion of coastal hazard analyses, scenarios and adaptation plans.

The total maximum cost-reimbursement value of each task, as provided in Attachment 1, Section II of this Contract, is directly related to the values in the three contracts executed by DEO and DEP.

II. Manner of Service Provision

A. Task 1

During completion of Task 1, Contractor will work directly with stakeholders from the three (3) pilot communities nominated by the Community Resiliency Initiative's Focus Group to complete a coastal hazard risk and vulnerability analysis and produce one or more scenarios for each community. Prior to starting the analyses process, Contractor will review and discuss the available analyses methodology and tools with community stakeholders. Contractor will then act as a facilitator, working with each set of community stakeholders to identify all of the parameters and contents which will be included in each respective community's analysis and scenario production process.

Contractor will then complete draft coastal hazard risk and vulnerability analyses and scenarios for each of the three (3) pilot communities. Contractor will provide the completed draft analyses and scenarios to stakeholders of each pilot community and DEO. Contractor will allow stakeholders from each pilot community and DEO staff a minimum of thirty (30) days to provide comments on the draft analyses and scenarios, and then work with community stakeholders to address all comments. The appendix for each analysis should include a section that is a list of all comments received from community stakeholders and DEO staff, and provide detailed

narratives on how each comment was addressed by Contractor or community stakeholders from each respective pilot community. Contractor will then finalize each set of analyses and scenarios.

Contractor will produce an appendix for each of the three (3) coastal hazard risk and vulnerability analyses. The appendix will provided a detailed overview of the methodology used to conduct each coastal hazard risk and vulnerability analysis and any lessons learned throughout the process. The methodology section needs to be presented in a format that reduces most technical and scientific jargon, making it more user-friendly for local governments. All essential technical and scientific language and related methodologies should be described and outlined in a separate appendix section. The "lessons learned" section needs to address challenges or obstacles experienced during the development of each coastal hazard risk and vulnerability analysis, and recommendations for the overall Community Resiliency Initiative based on each risk and vulnerability analysis pilot project.

1. Detailed Task List to be completed for each Recipient:

- a. Coordinate with Recipient to determine a date and time period to hold a coordination meeting.
 - (1) Participate in a coordination phone call with community organizers and DEO staff to finalize details for the coordination meeting.
 - (2) Review draft coordination meeting agenda and discuss expected outcomes from the coordination meeting.
 - **(3)** Assist Recipient in identifying community stakeholders that should be encouraged to participate in the coordination meeting.
- **b.** Prepare for coordination meeting.
 - (1) Complete background research on community characteristics and assemble a preliminary inventory of available resources.
 - (2) Develop a list of community data and resources that would be helpful to have, if available from Recipient or other sources.
 - **(3)** Develop presentation materials or speaking points to introduce the recommended conceptual adaptation planning approach used during the project.
 - **(4)** Develop presentation or speaking points to facilitate a discussion of potential coastal hazard impact scenarios.
 - **(5)** Develop presentation or speaking points to facilitate a discussion of roles and responsibilities of key participants during the project term.
 - **(6)** Develop presentation materials that outline recommended opportunities and approaches for community participation during the project term.
 - (7) Develop an example list of project milestones and an example visual (e.g., Gantt chart) to communicate how project milestones relate to the project timeline.
- c. Facilitate a coordination meeting.
 - (1) Facilitate the introduction of Contractor's team members, community stakeholders and DEO staff.
 - (2) Provide an introduction to the conceptual adaptation planning approach used in the project and expected project outcomes.
 - (3) Facilitate a discussion of potential coastal hazard impact scenarios.
 - (4) Facilitate a discussion of roles and responsibilities of key participants during the project term.
 - (5) Recommend opportunities and approaches for community participation during the project term.

- **(6)** Coordinate in the development of guiding principles and motivations for Recipient's adaptation planning process.
- (7) Facilitate the selection of date(s) and times for Recipient's design meeting.
- (8) Coordinate in the development of a draft project work plan to accomplish major project milestones.
- **d.** Prepare for Recipient's design meeting.
 - (1) Coordinate with Recipient to determine and transfer available community data and resources.
 - (2) Coordinate with Recipient to determine if any special equipment or supplies are needed to conduct an effective design meeting.
 - (3) Develop presentation materials or speaking points that provide an overview of results from Recipient's coordination meeting and the contents of Recipient's project work plan.
 - **(4)** Develop speaking points to facilitate a discussion that focuses on how meeting participants are already being impacted by coastal hazards.
 - **(5)** Develop presentation materials or speaking points to facilitate a discussion of project expectations and to contrast expectations against limitations in data and/or project resources.
 - **(6)** Develop presentation materials which review the benefits and disadvantages of available methodology, tools and approaches available to complete Recipient's vulnerability assessment.
 - (7) Develop presentation materials or speaking points to facilitate the community's choice of methodologies, tools, inputs and planning horizons used to develop a coastal hazard vulnerability assessment for Recipient.
 - (8) Update project work plan to reflect available data and resources.
 - **(9)** Participate in a coordination phone call with community stakeholders to finalize design meeting details.
- e. Facilitate Recipient's design meeting.
 - (1) Provide an overview of results from Recipient's coordination meeting and the contents of Recipient's project work plan.
 - (2) Facilitate a discussion that focuses on how meeting participants are already being impacted by coastal hazards.
 - (3) Facilitate a discussion of project expectations and contrast expectations against limitations in data and/or project resources.
 - **(4)** Review the benefits and disadvantages of available methodology, tools and approaches available for use to complete Recipient's vulnerability assessment.
 - **(5)** Facilitate Recipient's choice of methodologies, tools, inputs and planning horizons used to develop Recipient's coastal hazard vulnerability assessment.
 - (6) Update Recipient's work plan to incorporate input and findings from the design meeting.
- f. Develop a draft coastal hazard vulnerability assessment.
- g. Facilitate a physical meeting to review the results of Recipient's draft vulnerability assessment.
 - (1) Engage community stakeholders in interactive discussion on draft vulnerability assessment results.
- **h.** Address and incorporate comments from Recipient and DEO staff into a final coastal hazard vulnerability assessment.
 - (1) Provide Recipient and DEO staff with a minimum of 30 calendar days to provide comments on draft assessment.
 - (2) Develop an appendix for Recipient's assessment that list all comments received from Recipient and DEO staff, and provide detailed narratives on how each comment was addressed by Contractor, Recipient or DEO staff.
 - (3) Update project work plan to incorporate input and findings from Recipient's review of the draft vulnerability assessment.

- **i.** Develop one or more appendix for Recipient's assessment that provides a detailed overview of the methodology used to conduct the vulnerability assessment and any lessons learned throughout the development process.
- j. Transmit final vulnerability assessment to DEO and Recipient.

B. Task 2

For Task 2, Contractor will work directly with stakeholders from the three (3) pilot communities nominated by the Community Resiliency Initiative's Focus Group to develop coastal hazard adaptation plans for each of the three (3) pilot communities based on the research, tools, methods and products identified during: 1) the completion of Task 1 of this Contract; and, 2) other research, tools, methods and products that are important for the development of each adaptation plan. Contractor will then act as a facilitator, working with each set of community stakeholders to identify all of the parameters and contents which will be included in each respective community's adaptation plan.

Contractor will then complete a draft coastal hazard adaptation plan for each of the three (3) pilot communities. Contractor will provide the completed draft adaptation plan to stakeholders of each pilot community and DEO staff. Contractor will allow stakeholders from each pilot community and DEO staff a minimum of thirty (30) days to provide comments on the draft adaptation plans, and then work with community stakeholders to address all comments. The appendix for each adaptation plan should include a section that is a list of all comments received from community stakeholders and DEO staff and provide detailed comments on how each comment was addressed by the Contractor or community stakeholders from each respective pilot community. The Contractor will then finalize each adaptation plan.

The Contractor will coordinate with DEO staff during Task 2 of this Contract to complete an appendix for each final coastal hazard adaptation plan that details the methodology for the development of the plan and lessons learned throughout the plan development process. Contractor will also coordinate with DEO staff during Task 2 of this Contract to provide recommendations for the overall Community Resiliency Initiative based on the adaptation planning pilot projects.

1. Detailed Task List to be completed for each Recipient

- **a.** Coordinate with Recipient to determine a date and time period to hold an adaptation planning workshop.
- **b.** Prepare for adaptation planning workshop.
 - (1) Participate in a coordination phone call with community stakeholders to finalize details for the adaptation planning workshop.
 - (2) Develop presentation materials or speaking points to provide an overview of Recipient's coastal hazard risk portfolio.
 - (3) Develop presentation materials or speaking points to facilitate Recipient's determination of whether a stand-alone adaptation planning process should be used, or one that leverages existing or on-going processes such as a local comprehensive plan update process.
 - **(4)** Develop presentation materials or speaking points to facilitate Recipient's selection or delineation of adaptation focus areas or issues.

- **(5)** Develop presentation materials or speaking points to facilitate Recipient's development and population of a customized decision making framework to capture qualitative and quantitative factors to allow for prioritization of adaptation strategies for implementation.
- **(6)** Develop presentation materials that outline adaptation strategies for Recipient, based on existing and planned land uses.
- (7) Develop presentation materials or speaking points to facilitate the creation of an inventory of adaptation implementation activities and actors (e.g., local government staff position) responsible for each adaptation action.
- (8) Develop presentation materials or speaking points for the purpose of reviewing and recommending available options and timelines for integration of adaptation strategy alternatives into existing plans and regulations.
- **(9)** Develop presentation materials or speaking points for the purpose of reviewing and recommending available funding options and mechanisms to support the implementation of all preferred adaptation strategies.
- (10) Develop presentation materials or speaking points to facilitate a discussion on the development of strategies for monitoring and evaluating Recipient's implementation strategy.
- c. Facilitate adaptation planning workshop.
 - (1) Provide an overview of Recipient's coastal hazard risk portfolio.
 - (2) Facilitate Recipient's determination of whether a stand-alone adaptation planning process should be used, or one that leverages existing or on-going processes such as a local comprehensive plan update process.
 - (3) Facilitate Recipient's selection or delineation of adaptation focus areas or issues.
 - **(4)** Provide customized decision making framework to Recipient for review and comment, and incorporate Recipient's feedback into criteria, scoring and/or weighting factors.
 - (5) Facilitate a discussion of adaptation strategies for key focus areas based on existing and planned land uses.
 - **(6)** Use customized decision making framework and solicit needed input from Recipient to execute prioritization and selection of adaptation strategies, approaches and tools to address key focus areas and issues identified by community stakeholders.
 - (7) Facilitate the creation of an inventory of adaptation implementation activities and actors (e.g., local government staff position) responsible for each adaptation action.
 - **(8)** Review and recommend available options and timelines for integration of adaptation strategy alternatives into existing plans and regulations.
 - **(9)** Recommend and review available funding options and mechanisms to support the implementation of all preferred adaptation strategies.
 - (10) Facilitate a discussion on the development of strategies for monitoring and evaluating Recipient's implementation strategy.
 - (11) Update project work plan to incorporate input and findings from the adaptation planning workshop.
- **d.** Participate in a post-workshop organizational call with Recipient.
 - (1) Review updates to Recipient's project work plan.
 - **(2)** Facilitate Recipient's provision of additional required information or completion of unresolved task necessary to complete Recipient's draft adaptation plan.
- e. Develop a draft adaptation plan for Recipient.
 - (1) Provide Recipient and DEO staff with a minimum of 30 calendar days to provide comments on draft adaptation plan.
 - (2) Address and incorporate comments from Recipient and DEO staff into final adaptation plan.

- (3) Develop an appendix for Recipient's plan that list all comments received from Recipient and DEO staff, and provide detailed narratives on how each comment was addressed by Contractor, Recipient or DEO staff.
- (4) Develop one or more appendix for Recipient's plan that includes contents from Recipient's project work plan not included elsewhere in the plan.
- **f.** Coordinate with DEO staff to complete one or more appendix for the final adaptation plan that details the methodology for the development of the plan and lessons learned throughout the plan development process and recommendations for the overall Community Resiliency Initiative based on Recipient's adaptation planning process.
- g. Transmit final adaptation plan to Recipient and DEO.

C. Quality Requirements

This section outlines minimum quality requirements for all deliverables under this Contract. The quality requirements provided will be used for inspection at time of acceptance and, therefore, should be used by Contractor during the implementation of a comprehensive program for controlling quality.

- **1. Use of Language.** All deliverables need to be presented in a format that reduces most technical and scientific jargon, making the guidance products more user-friendly for local governments. All essential technical and scientific language and related methodologies should be described and outlined in separate appendix sections of each respective deliverable.
- **2. Branding Guidelines.** The deliverables shall also be displayed in a manner consistent with DEO branding guidelines (i.e., pictures, graphs, tables, sidebars, etc.), as appropriate. DEO branding guidelines are contained in the three (3) documents listed below, and in subsequent versions of each of these documents. DEO's Contract Manager will provide electronic copies of these documents to Contractor.
 - **a.** <u>DEO Nomenclature & Typography</u>: Florida Department of Economic Opportunity, Style Guidelines: DEO Nomenclature & Typography. Updated: Monday, October 29, 2012.
 - **b.** <u>Logo</u>: Florida Department of Economic Opportunity, Style Guidelines: Logo. Updated: Friday, February 22, 2013.
 - **c.** <u>Reports</u>: Florida Department of Economic Opportunity, Style Guidelines: Reports. Updated: Friday, February 22, 2013.
- **3. Aesthetics and Formatting.** The four (4) examples below are previously completed guidance documents that meet or exceed the minimum quality requirements for aesthetics and formatting:
 - **a.** Florida Department of Community Affairs. (2007). Guiding the Way to Waterfronts Revitalization: Best Management Practices. Retrieved on August 13, 2014 from: http://www.floridajobs.org/fdcp/dcp/waterfronts/Files/WaterfrontsFloridaBestPracticesGB2 007.pdf
 - **b.** Florida Department of Community Affairs. (2009). Waterfronts Florida Partnership Program: Community Case Studies. Retrieved on August 13, 2014 from:

 $\frac{http://www.floridajobs.org/fdcp/dcp/waterfronts/Files/WaterfrontsCommunityCaseStudies2}{009.pdf}$

c. Florida Department of Community Affairs and Florida Division of Emergency Management. (2010). Post-Disaster Redevelopment Planning: A Guide for Florida Communities. Retrieved on August 13, 2014 from:

http://www.floridajobs.org/fdcp/dcp/PDRP/Files/PDRPGuide.pdf

d. Florida Department of Economic Opportunity and Florida Division of Emergency Management. (2011). Post-Disaster Redevelopment Planning: Addressing Adaptation During Long-term Recovery. Retrieved on August 13, 2014 from:

http://www.floridajobs.org/fdcp/dcp/PDRP/Files/PDRPSeaLeveRiseAddendum.pdf

D. Deliverable, Tasks, Performance Measures and Financial Consequences

Contractor agrees to perform the following:

Deliverables	Performance Measure	Due Date	Payment Amount Not to Exceed	Financial Consequences
Task 1				
Deliverable 1.1. Draft Risk and Vulnerability Analyses for three (3) pilot communities in Florida.	Submission of three (3) completed draft risk and vulnerability analyses.	May 20, 2016	\$44,969.54	Failure to transmit the three (3) completed draft analyses to DEO will result in a \$100.00 financial consequence per calendar day for each day beyond the agreed upon due date, until the three (3) completed draft analyses are provided to, and accepted by DEO as complete.

Deliverable 1.2. Final Risk and Vulnerability Analyses for three (3) pilot communities in Florida.	Submission of three (3) final risk and vulnerability analyses.	June 24, 2016	\$56,961.42	Failure to transmit the three (3) final analyses to DEO will result in a \$100.00 financial consequence per calendar day for each day beyond the agreed upon due date, until the three (3) completed final analyses are provided to, and accepted by DEO as complete.
Deliverable 1.3. Draft appendix for each of the three (3) adaptation plans (see Deliverable 2.2) that details the methodology for the risk and vulnerability analyses and lessons learned throughout the process.	Submission of three (3) completed draft appendices.	May 20, 2016	\$2,997.97	Failure to transmit three (3) completed draft appendix to DEO will result in a \$100.00 financial consequence per calendar day for each day beyond the agreed upon due date, until the draft appendix is provided to, and accepted by DEO as complete.
Deliverable 1.4. Final appendix for each of the three (3) adaptation plans (see Deliverable 2.2) that details the methodology for the risk and vulnerability analyses and lessons learned throughout the process.	Submission of three (3) final appendices.	June 24, 2016	\$2,997.97	Failure to transmit three (3) final appendix to DEO will result in a \$100.00 financial consequence per calendar day for each day beyond the agreed upon due date, until the final appendix is provided to, and accepted by DEO as complete.

Deliverables	Performance Measure	Due Date	Payment Amount Not to Exceed	Financial Consequences
Not to Exceed Task 2			·	
Total amount for Task 1 -			\$112,945.62	
Deliverable 1.6. A final report which provides recommendations for the overall Community Resiliency Initiative, for developing and conducting risk and vulnerability analyses, based on the lessons learned by Contractor, pilot community stakeholders, and DEO staff during the development and completion of risk and vulnerability analyses for each of the three (3) pilot communities.	Submission of a final report.	June 24, 2016	\$2,509.36	Failure to transmit the final report to DEO will result in a \$100.00 financial consequence per calendar day for each day beyond the agreed upon due date, until the final report is provided to, and accepted by DEO as complete.
Deliverable 1.5. A draft report which provides recommendations for the overall Community Resiliency Initiative, for developing and conducting risk and vulnerability analyses, based on the lessons learned by Contractor, pilot community stakeholders, and DEO staff during the development and completion of risk and vulnerability analyses for each of the three (3) pilot communities.	Submission of a completed draft report.	May 20, 2016	\$2,509.35	Failure to transmit the completed draft report to DEO will result in a \$100.00 financial consequence per calendar day for each day beyond the agreed upon due date, until the draft report is provided to, and accepted by DEO as complete.

Grand Total amount for all				
Total amount for Task 2 - Not to Exceed			\$119,289.31	
Deliverable 2.2. Final adaptation plans three (3) pilot communities in Florida.	Submission of three (3) final adaptation plans.	December 16, 2016	\$59,959.39	Failure to transmit the three (3) final plans to DEO will result in a \$100.00 financial consequence per calendar day for each day beyond the agreed upon due date, until the three (3) completed final plans are provided to, and accepted by DEO as complete.
Deliverable 2.1. Draft adaptation plans for three (3) pilot communities in Florida.	Submission of three (3) completed draft adaptation plans.	November 18, 2016	\$59,329.92	Failure to transmit the three (3) completed draft plans to DEO will result in a \$100.00 financial consequence per calendar day for each day beyond the agreed upon due date, until the three (3) completed draft plans analyses are provided to, and accepted by DEO as complete.

E. Contractor's Responsibilities

Contractor's responsibilities under this Contract solicitation are as follows:

- **1.** Assign a Contract Manager to manage the Contract.
- 2. Ensure the Contract Manager provides information to DEO as required.

- **3.** Provide assigned staff that is available during regular business hours Monday through Friday to respond to DEO staff questions regarding Contract task and deliverable status, methodology used to complete Contract task, and lessons learned throughout the term of the Contract.
- 4. Conduct any required coordination, communication, and document distribution with any entities external to the firm and DEO, including stakeholders from pilot communities. Provide assigned staff that is able to meet with DEO staff for regularly scheduled teleconference briefings, at least once per month.
- **5.** For assigned staff, provide office equipment including all necessary computer hardware and software, a printer/copier/ scanner/fax machine, and locking file cabinets in which to store confidential information.
- **6.** For assigned staff, provide work space and associated utilities.
- 7. Provide supporting documentation for all invoices. Supporting documentation can include paid bills, payrolls (to include employee name, wages, fringe benefits, hours worked on each individual deliverable by each assigned staff member, and payroll periods), time and attendance records, contract and subcontract award documents, reports, or expanded general ledgers and budget detail reports as deemed necessary by DEO.
- **8.** Expeditiously respond to inquiries or requests from DEO or stakeholders from pilot communities.
- **9.** Work with pilot communities to secure meeting sites.
- **10.** Ensure that all deliverables listed in Attachment 1, Section II.D meet the minimum quality requirements contained in Attachment 1, Section II.C of this Contract.
- **11.** Comply with the procurement requirements contained in 15 CFR 24.36 and 15 CFR 14.44, as applicable.

F. Geospatial Data Collection and Sharing

Environmental data and information, collected and/or created under this Contract will be made visible, accessible and independently understandable to users, free of charge or at minimal cost, in a timely manner (typically no later than two (2) years after the data are collected or created), except where limited by law, regulation, policy or by security requirements.

The Data/Information Sharing Plan (and any subsequent revisions or updates) will be made publicly available at the time of award and, thereafter, will be posted with the published data. Environmental data and information produced under this award and which are made public must be accompanied by the following statement: These environmental data and related items of information have not been formally disseminated by NOAA and do not represent and should not be construed to represent any agency determination, view, or policy. Current Federal Geospatial Data Committee (FGDC) standards can be found at: http://www.fgdc.gov/metadata/csdgm/. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization (ISO) 19115, which may be adopted by the FGDC, is also acceptable.

NOAA may at its own discretion, use information from the Data/Information Sharing Plan to produce a formal metadata record and include that metadata in a catalogue to indicate the pending availability of new data. Failing to share environmental data and information in accordance with the submitted Data/Information Sharing Plan may lead to disallowed costs and be considered by NOAA when making future award decisions.

G. Publications, Photographs, Audiovisuals & Signs

Before publishing or printing a final draft of any publication pertaining to this Contract, such draft shall be sent to DEO's Contract Manager for review and approval.

1. Publications, printed reports, audiovisuals (including videos, slides, and websites, except that unless required under special terms of this Contract, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the NOAA, DEP, Florida Coastal Management Program (FCMP) and DEO logos (which logos can be found at the **FCMP** website http://www.dep.state.fl.us/cmp/grants/logos/index.htm or by contacting DEO's Contract Manager for a copy) and the following statement on the cover or the first page:

"This (report/video/website/publication) was funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA13NOS4190053. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies."

The next printed line shall identify the month and year of the publication.

Contractor must receive approval in writing from DEO's Contract Manager before beginning production and distribution of any audiovisual (e.g., video, slides, etc.) funded under this Contract. Contractor must apply for approval at least forty-five (45) calendar days in advance. Contractor must also provide DEO's Contract Manager with shooting scripts and provide two (2) copies of the final audiovisual (e.g., video, slides, etc.) upon completion.

- **2.** Publication of the results of research projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. Contractor is required to submit a copy to DEO's Contract Manager when releasing information related to this Contract, which includes a statement that the project or effort undertaken was or is sponsored by the U.S. Department of Commerce. Contractor is also responsible for assuring that every publication of material (including internet sites) based on or developed under this Contract, except scientific articles or papers appearing in scientific, technical or professional journals, contains the statement shown in Attachment 1, Section II.G.1 above.
- **3.** Contractor must complete a signed **Photographer Release Form and/or Model Release Form** (which can be obtained by contacting DEO's Contract Manager), to be submitted with project photos sent to DEO.
- **4.** Acknowledgment Requirement for Interpretive Signs & Banners: Interpretive signs and banners must include the NOAA, DEP and FCMP logos. The following language is recommended:

"The Florida Coastal Management Program funded this project with a grant from the NOAA Office of Ocean and Coastal Resource Management awarded under the Coastal Zone Management Act."

The next printed line shall identify the completion month and year of the project.

H. Record Keeping/Audit

- 1. Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. NOAA, DEP, DEO, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- **2.** Contractor agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- **3.** Records for real property and equipment acquired with federal funds shall be retained for five (5) years following final disposition.
- **4.** The federal funds associated with 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, which is 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. Contractor agrees to provide the information necessary, over the life of this Contract, for DEP or DEO to comply with this requirement.

I. This section intentionally left blank

J. Background Checks

Contractor will be responsible for obtaining and providing Level One (1), or equivalent, written background checks from the Florida Department of Law Enforcement (FDLE) on all assigned employees and substitute(s) that will work in DEO's Caldwell building or on-site with pilot community stakeholders. This documentation must be provided to DEO's Contract Manager upon execution of the Contract. DEO reserves the right to reject any employee from providing services on the basis of the background check. The Contractor may access the FDLE website to perform the background check and is responsible for payment. The address for the website is: http://www.fdle.state.fl.us/CriminalHistory. Written FDLE background checks must be submitted and approved prior to staffing changes.

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K. DEO Responsibilities

- 1. Assign a Contract Manager to manage the Contract.
- 2. Ensure DEO's Contract Manager provides information to Contractor as required.
- **3.** Conduct any required coordination, communication, and document distribution with any entities external to DEO, including the Florida Legislature, House and Senate staff, other State agencies, the Governor's office, and other entities as required.
- **4.** Review all deliverables and authorize payments for approved deliverables. Deliverables should be complete and comply with the terms of this Contract.
- **5.** Be available for consultation and technical assistance throughout the project.
- **6.** Review Contractor's invoices for accuracy and thoroughness and process them on a timely basis.
- **7.** Review and approve the assignment of all team members, both initially proposed and any subsequent changes.
- 8. Maintain electronic and final archive copies of all deliverables.
- **9.** Expeditiously respond to inquiries or requests from Contractor.
- **10.** Provide meeting sites when necessary.

L. Contract Document

The interpretation and performance of this Contract, and all transactions under it shall be governed by the laws of the State of Florida. The Contract documents shall include terms and conditions of 15-RFP-004-LJ, any addenda, response, and this contract which was issued as a result of 15-RFP-004-LJ.

M. Method of Payment

Contractor shall provide no more than one (1) single invoice per month for all services rendered during the applicable month in accordance with the submitted Solicitation Cost Sheet. DEO will not be responsible for payment for Contractor's idle hours spent during lunch or travel time to and from DEO prior to, and after daily work schedule.

An invoice submitted for payment must be a legible copy. Invoices shall contain the Contract number and purchase order number. Invoices must clearly identify the deliverables provided during the invoice period. Invoices must clearly identify the dates of the invoice period.

Invoices for commodities must clearly reflect a description of the item or items, number of units and cost per unit. Numerical code descriptions alone will not be accepted.

The following documents shall be submitted with the itemized invoice:

- 1. Provide supporting documentation for all invoices. Supporting documentation can include paid bills, payrolls (to include employee name, wages, fringe benefits, hours worked on each individual deliverable by each assigned staff member, and payroll periods), time and attendance records, contract and subcontract award documents, reports, or expanded general ledgers and budget detail reports as deemed necessary by DEO.
- **2.** One (1) hardcopy and one (1) electronic copy of each completed deliverable for which work was completed during the invoice period.

Supporting documentation must evidence that the minimum performance standards were met. Acronyms and non-standard abbreviations for programs or organizational units within an agency should not be used in the supporting documentation unless an explanation is also included.

DEO may require any other information from Contractor that DEO deems necessary to verify that the goods and or services have been rendered under the Contract.

All requests for compensation for services or expenses must be submitted in detail sufficient for a preaudit and post-audit in accordance with subsection 287.058(1)(a), Florida Statutes.

All documentation to support any reimbursements must be submitted with Contractor's invoice for DEO's review.

N. Contract Extension

No contract extensions will be provided under this Contract. The deliverable due dates listed in Attachment 1, Section II.D of this Contract are directly tied to deliverable due dates in the two Coastal Management Agreements held between DEP and DEO, which will not be extended beyond the provided ending dates listed in Attachment 1, Section II.X of this Contract.

O. Staffing Changes

Contractor's staff for the project is considered by DEO to be essential to this project. Prior to substituting any of the proposed individuals, Contractor shall notify and obtain written approval from DEO of the proposed substitution as soon as possible, but no less than five (5) business days prior to the substitution. Written justification should include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on Contractor performance. DEO, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

P. Contractor's Responsibilities upon Termination

After receipt of a Notice of Termination, and except as otherwise specified by DEO, the Contractor shall:

- 1. Stop work under this Contract on the date and to the extent specified in the notice.
- 2. Complete performance of such part of the work as shall not have been terminated by DEO.
- **3.** Take such action as may be necessary, or as DEO may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which DEO has or may acquire an interest.
- **4.** Upon the effective date of termination of the Contract, shall transfer, assign, and make available to DEO all property and materials belonging to DEO. No extra compensation will be paid to Contractor for its services in connection with such transfer or assignment.

Q. Financial Consequences for Failure to Timely and Satisfactorily Perform

Failure to complete the project in accordance with the requirements of this Contract, and in particular, as specified in Attachment 1, Section II.D, Deliverables, Tasks, Performances Measures and Financial

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Consequences, and Attachment 1, Section II.E, Contractor's Responsibilities, of this Contract, will result in substantial injury to DEO and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the services/items are not timely and satisfactorily performed, the sanctions specified in Attachment 1, Section II.D shall be assessed against Contractor and will be deducted from the amount due Contractor for performance under the applicable invoice.

In addition, if it becomes necessary for DEO to institute a corrective action plan and Contractor fails to comply with the approved corrective action plan, Contractor shall be assessed the additional financial consequences specified in the corrective action plan.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Contract as provided elsewhere in DEO's Core Contract.

R. Liquidated Damages upon Contract Termination

DEO is entitled to completion of the services/items within the schedules fixed in Attachment 1, Section II.D and II.E hereof or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by DEO for cause, Contractor shall be liable to DEO for \$1,568 dollars for each calendar day after termination, up to sixty (60) days, for DEO's expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, is in addition to the financial consequences assessed (as provided for in Attachment 1, Section II.Q) prior to termination. This liquidated damages provision addresses only the cost to DEO for re-procurement of these services and does not limit DEO's ability to pursue other damages it incurs as a result of Contractor's breach.

S. Notification of Instances of Fraud

Instances of Contractor operational fraud or criminal activities shall be reported to DEO's Contract Manager within twenty-four (24) chronological hours.

T. Confidentiality and Safeguarding Information

Contractor may have access to confidential information during the course of performing the services herein. Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this Contract. All Contractor personnel assigned to this project must sign a confidentiality statement which will be provided by DEO upon awarding the services described. Contractor's confidentiality procedures must be approved by DEO and must comply with all State and Federal confidentiality requirements, including but not limited to section 443.1715(1), Florida Statutes, and 20 C.F.R. part 603, and all Contractor employees assigned to this project will be appropriately screened in a manner comparable to section 435.03, Florida Statutes.

U. Change of Ownership

If Contractor anticipates a change of ownership during the life of the Contract, Contractor must describe the circumstances of such change, indicate when the change is likely to occur, provide contact information for the ownership change, and describe the potential impact the change may have on the delivery of services required under the Contract.

V. Ownership and Intellectual Property Rights

All rights, title, and interest, including copyright interests and any other intellectual property, in and to the work developed or produced under the Contract, alone or in combination with DEO and/or its employees, under this Contract shall be the property of DEO. Contractor agrees that any contribution by Contractor or its employees to the creation of such works, including all copyright interest therein, shall be considered works made for hire by Contractor for DEO and that such works shall, upon their creation, be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Contractor agrees to assign and, upon their creation, automatically assigns to DEO the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

W. Equipment

The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms of this Contract.

X. Coastal Zone Management Agreement

Contractor acknowledges that this Contract requires compliance with all applicable federal, state and local health and safety rules and regulations included in the two (2) Coastal Zone Management Agreements between DEP and DEO.

These two (2) Coastal Zone Management Agreements include:

1. Agency Contract ID: CM403; FLAIR Contract ID: CM403; Long Title: Community Resiliency Initiative; and, Date of Execution: 10/21/2013. Ending date: 06/30/2016. Available for review at the following Florida Accountability Contract Tracking System (FACTS) web link:

https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=370000&ContractId=CM403

2. Agency Contract ID: CM501; FLAIR Contract ID: CM501; Long Title: Community Resiliency; and, Date of Execution: 09/23/2014. Anticipated ending date: 12/31/2016. Available for review at the following Florida Accountability Contract Tracking System (FACTS) web link:

https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=370000&ContractId=CM501

This Agreement shall terminate automatically if DEP does not continue to contract with DEO for services provided under the federal grant with NOAA. DEO will provide written notice to Contractor of the termination on this basis upon receiving written notification from DEP.

Y. Relationship of Pilot Community Participation to Contractor Level of Control

Due to the nature of this Contract, Contractor success is directly tied to the participation of individual pilot communities. Delay or failure of a pilot community to participate in one or more of the required task outlined in Attachment 1, Section II of this Contract could result in Contractor's delay or failure to transmit deliverables. To increase the likelihood of Contract success:

- **1.** Contractor will be provided with opportunities to assist in developing and reviewing cooperative agreements (e.g., Memorandum of Agreement) and project schedules for each pilot community.
- **2.** Contractor agrees to work in good faith with pilot communities to carry out the terms and conditions of this Contract.
- **3.** When a pilot community exceeds timelines established in an agreed upon project schedule, Contractor can notify and obtain written approval from DEO to commence alternative actions to meet Contract requirements. Alternative actions should consider:
 - **a.** All project materials, resources and Contract deliverables organized or completed at the time of notification to DEO;
 - **b.** Trends in previous decision making by community stakeholders;
 - c. Contractor expertise;
 - **d.** The likelihood of the pilot community to successfully participate for the remainder of the project term; and,
 - **e.** The associated impacts of an alternative action if pilot community continues to successfully participate after DEO approves the alternative action.

- End of Attachment 1 (Scope of Work) -

Attachment 2 CERTIFICATIONS AND ASSURANCES

DEO will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. <u>Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 74)</u>
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- D. <u>Certification Regarding Public Entity Crimes, section 287.133, F.S.</u>
- E. <u>Association of Community Organizations for Reform Now (ACORN) Funding Restrictions</u>
 Assurance (Pub. L. 111-117)
- F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.
- A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTION.

The undersigned Contractor 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 Contract been convicted 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.
- **B. CERTIFICATION REGARDING LOBBYING** Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its 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

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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 Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract 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. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
- 2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- 3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

- 4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- 5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
- 6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform DEO immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance 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 subrecipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor 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.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

By signing below, Contractor certifies the representations outlined in parts A through F above are true and correct.

(Signature and Title of Aut	horized Representative)
Contractor	Date
(Street)	
(City, State, ZIP Code)	

- End of Attachment 2 -

EXHIBIT B

APPROXIMATE TIME PERIODS FOR COMPLETION OF RECIPIENT'S RESPONSIBILITIES

In order to increase the likelihood of Project success, the following approximate time periods for the completion of Recipients' responsibilities have been established. The major Recipient Responsibilities, or tasks, as provided for in Section V of this Agreement, have been listed on the left side of the table below. The "task #" corresponds to responsibilities listed in Section V. Across the top of the table, the year columns are not meant to demarcate exact months; rather, they align generally with project start and completion times. Shaded boxes indicate general time of task execution, and alternating shading (red to blue) is utilized to increase legibility.

	Recipient Responsibility	2015	2016
	*Note: columns do not correspond t	o specific months in either year.	
Task #	Task 1 - Vulnerability Assessment		
4 (a)	Coordinate with Contractor		
4 (b)	Prepare for Coordination Meeting		
4 (c)	Coordination Meeting		
4 (d)	Prepare for Design Meeting		
4 (e)	Participate in Design Meeting		
4 (f)	Prepare for Assessment Review Meeting		
4 (g)	Participate in Review Meeting		
4 (h)	30 Day Recipient Review and Comment		
4 (i)	Provide lessons learned to Contractor		



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8838 County Administrator's Report 10. 12.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 09/03/2015

Issue: ARCADIS U.S. - Permission to Enter Property 5660 Saufley Field

Road - Saufley C&DD Landfill

From: Pat Johnson, Department Director

Organization: Waste Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning ARCADIS U.S., Inc., Permission to Enter Property at Saufley
Construction and Demolition Debris Landfill - Patrick T. Johnson, Waste Services Department
Director

That the Board take the following action concerning the Permission to Enter Property Agreement, submitted by ARCADIS U.S., Inc., for permission to enter Saufley Construction and Demolition Debris (C&DD) Landfill, located at 5660 Saufley Field Road, Pensacola, Florida, for the purpose of environmental investigation activities by its agents, representatives, or contractors, as outlined in the agreement:

A. Approve the Permission to Enter Property Agreement, submitted by ARCADIS U.S., Inc., granting access to the Saufley C&DD Landfill, located at 5660 Saufley Field Road, Pensacola, Florida:

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

On August 6, 2009, the Escambia County Board of County Commissioners entered into a Prospective Purchaser Agreement (PPA) with The Florida Department of Environmental Protection (FDEP) to modify, close, and monitor the Saufley Construction and Demolition Debris (C&DD) Landfill, located at 5660 Saufley Field Road. Per the Terms and Conditions of the PPA, the County's primary responsibilities were to close the facility; conduct long-term care, including ground water monitoring, in accordance with FDEP rules; and to exercise due care with respect to any existing contamination to prevent or abate any releases that might pose an imminent hazard.

ARCADIS U.S., Inc., has been contracted by FDEP to perform environmental investigation activities in relation to groundwater monitoring of the Saufley C&DD Landfill property, for the purpose of locating contamination, determining contamination levels

and, when necessary removing and remediating contamination at no cost to the County.

BUDGETARY IMPACT:

There is no budgetary impact at this time.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Assistant County Attorney, has reviewed the document and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The agreement must be approved by the Board in order to proceed with the designated tasks.

IMPLEMENTATION/COORDINATION:

Upon Board approval, a copy of the Permission to Enter Property agreement will be forwarded to ARCADIS U.S., Inc., in order that they might begin monitoring services.

Attachments

Permission to Enter Agreement Exhibit "A"

RECEIVED

AUG 1 8 2015 SOLID WASTE MANAGEMENT

PERMISSION TO ENTER PROPERTY

- 1. <u>Grant of Access</u>. Escambia County, a political subdivision of the State of Florida, ("Owner") hereby gives permission to ARCADIS U.S., Inc. and its agents, representatives and contractors to enter the Owner's property located at Saufley Landfill (the "Property").
- 2. <u>Purpose of Access</u>. This permission is contemplated to be used for the following environmental investigation activities that may be performed on the Property by ARCADIS U.S., Inc., its agents, representatives or contractors:
 - a. Obtaining access to areas where contamination may exist.
 - b. Conducting soil, surface, sub-surface and groundwater investigations, including but not limited to entry by a drill rig vehicle, support vehicles, installing groundwater monitoring wells, using geophysical equipment, using an auger for collecting soil and sediment samples, logging existing wells, video taping, performing site sketches, taking photographs, and conducting similar activities for the purpose of determining contamination levels.
 - c. Collecting waste, soil and water samples.

~

- d. Removing, treating and/or disposing of contaminated soils and water.
- 3. <u>Means of Access</u>. The Owner agrees to provide ARCADIS U.S., Inc. with a means of safely entering the Property and accessing the necessary areas within the Property, including notifying and obtaining cooperation from occupants of the Property, if other than the Owner.
- 4. This Agreement shall expire after the environmental investigation activities have concluded or twenty-four (24) months from the date that the last party executes this document, whichever occurs first, unless sooner terminated at the will of the Owner.
- 5. Covenants of the Owner. The Owner shall notify ARCADIS U.S., Inc. prior to commencement of any construction or other site work that may damage or destroy any part of the monitoring well(s) installed at the Property so that ARCADIS U.S., Inc. has an opportunity to take necessary actions to remove, protect, properly abandon and/or repair or replace the well(s), as applicable, at no cost to the Owner. Such actions are necessary to ensure that damaged wells or borings are not left to act as open conduits that may spread contamination from all sources and violate well permits.
- 6. <u>No Admission of Liability</u>. The granting of this permission by the Owner is not intended, nor should it be construed as, an admission of liability on the part of the Owner or its successors and assigns for any contamination discovered on the Property.

7. <u>Time of Entry</u>. ARCADIS U.S., Inc., its agents, representatives or contractors may enter the Property during normal business hours and may also make special arrangements to enter the Property at other times after agreement upon consent of the Owner.

-

- 8. Conditions of Access. ARCADIS U.S., Inc. acknowledges that the access is granted hereunder with the understanding that ARCADIS U.S., Inc., its officers, agents, employees and subcontractors agree to not unreasonably interfere with the Owner's operations on the Property and agree to comply with the Owner's safety rules and procedures, provided that such rules and procedures are provided to ARCADIS U.S., Inc. in writing within five (5) days of execution of this Agreement. The Owner will, at its sole option and expense, be entitled to have a representative accompany ARCADIS U.S., Inc., it officers, agents, employees and subcontractors during any such access.
- 9. Subsurface Utilities and Damages. ARCADIS U.S., Inc. will utilize a third party, non-agent utility locator company ("Utility Locator") to clear locations for soil borings and wells. However, the Owner agrees to fully cooperate with ARCADIS U.S., Inc. and the Utility Locator to indicate the presence of subsurface utilities and other structures of which the Owner has or should have knowledge. Should subsurface utilities be damaged as a result of ARCADIS U.S., Inc.'s negligent performance of the work, ARCADIS U.S., Inc. shall promptly repair the damaged utilities at their expense.
- 10. Indemnification. ARCADIS U.S., Inc. will defend (with counsel reasonably acceptable to Owner) and indemnify Owner, its directors, officers, employees, agents and representatives ("Owner's Representatives"), against any and all judgments, penalties, fines, claims, liabilities, demands, actions, causes of action, reasonable costs, reasonable damages and expenses, including, without limitation, court costs and reasonable attorneys' fees for personal injury, death or property loss or damages ("Claims") to the extent caused by acts of ARCADIS U.S., Inc., its officers, agents, employees or subcontractors in conducting the Environmental Investigation or to the extent arising out of or related to ARCADIS U.S., Inc.'s access to the Property, except to the extent such liabilities or damages are a result of Owner's or Owner's Representatives' negligence or willful misconduct. Notwithstanding the preceding language, ARCADIS U.S., Inc.'s liability for damages under this section, whether in law or equity, shall not exceed the scope and amount of insurance required under this Agreement. While this Agreement is in effect, ARCADIS U.S., Inc. shall procure and maintain the insurance coverage described in the attached Exhibit A.
- 11. <u>No Interest in Property</u>. ARCADIS U.S., Inc. expressly agrees that it does not and will not claim, at any time, any interest or estate of any kind or extent whatsoever in the Property, by virtue of rights granted under this Agreement or its occupants or use under this Agreement.

- 12. <u>Fees and Costs</u>. In the event litigation arising out of this Agreement is initiated by either party, each party shall be responsible for its own attorney's fees and costs.
- 13. <u>Paragraph Headings</u>. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and will not be used to explain, modify, simplify or aid in the interpretation of this Agreement.
- 14. <u>Severability</u>. The invalidity or illegality of any provision of this Agreement will not render any other provisions of it unenforceable, invalid or illegal.
- 15. <u>Amendment</u>. This Agreement may not be effectively changed, modified, altered or terminated without the written consent of each of the parties hereto.
- 16. <u>Governing Law</u>. This Agreement will be construed and enforced in accordance with, and the rights of the parties will be governed by, the law of the State of Florida, notwithstanding any Florida conflict of laws provision to the contrary.
- 17. <u>Entire Agreement</u>. This Agreement constitutes the final and entire agreement between the parties with respect to the subject matter hereof.

This document approved as to form and legal sufficiency. By John Title Astr. Courty Athorny	ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS
Date Aug 71, 2015	Steven Barry, Chairman
ATTEST: Pam Childers Clerk of the Circuit Court	
Deputy Clerk	Date:
(Seal)	Accepted by ARCADIS U.S., Inc., by the following authorized agent: Company Representative Vice President
	Date: 7/50/15

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc.		CONTACT NAME:			
Franklin TN Office		PHONE (A/C, No. Ext):	(866) 283-7122	FAX (A/C. No.): (800)	363-0105
501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	J.	E-MAIL ADDRESS:			
	AMB MORSSO AXV		INSURER(S) AFFORDI	NG COVERAGE	NAIC#
INSURED	<u></u>	INSURER A:	Lexington Insuran	ce Company	19437
Arcadis U.S, Inc. 630 Plaza Drive	003557 A+ XV	INSURER B:	Steadfast Insuran	ce Company	26387
Suite 200		INSURER C:			1
Highlands Ranch CO 80129 USA		INSURER D:			
		INSURER E:		,	
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: 570058736561 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested. Limits shown are as requested

LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DDYYYYY)	. LIMIT	rs .
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED	
	CLAIMS-MADE OCCUR						PREMISES (Ex occurrence)	The state of the s
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	5
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	365
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	22
	OTHER:							670058738581
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	. 57
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED SCHEDULED						BODILY INJURY (Per accident)	Certificate No
ll	AUTOS AUTOS NON-OWNED						PROPERTY DAMAGE	Te de la constant de
	AUTOS AUTOS						(Per accident)	<u> </u>
\vdash								
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	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
lſ	DED RETENTION							
	WORKERS COMPENSATION AND						PER OTH-	
	ANY PROPRIETOR / PARTNER / EXECUTIVE Y/N						STATUTE JER	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NIA						
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
В	Contractor Poll		-	IPR929693801	05 (01 /2015	06 /01 /2016	E.L. DISEASE-POLICY LIMIT Each Claim	£1 000 000
	contractor rom			Professional & Rollution	00/01/2013		Annual Aggregate	\$1,000,000
				SIR applies per bolicy ter	ms & condi	ions		33
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	ORD/1	1, Additional Remarks Schedule, may be	attached if more	space is require	d)	
RE:	Project No. TF005660.0002.0000 claims presented within the po- mnity and expense.	FE	or Pi	ofessional Liability dove	age, the A	ggregate L	-, imit is the total in:	surance available payments of
inde	Claims presented within the po	Scy /	eric	d for all operations of the	ne insured.	The Limit	t will be reduced by	payments of
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	\	\	1	SHOUDS SHOULD SH	WY OF THE	ABOVE DESCRI	BED POLICIES BE CANCELL	LED BEFORE THE
		/		PODISYPE	n date where Dyisions.	OF, NOTICE W	ILL BE DELIVERED IN ACCOR	IDANCE WITH THE
	Escambia County	1			EPRESENTATIVE			
	Attn: Purchasing			. Whishallen	BENESCIALNIA!	-		
	Office of Purchasing, Room 1 PO Box 1591	11.101	L	WILL	1 6	X aca	000	C. Or
	Pensacola FL 32597-1591 USA			1/50 3	Von St	iste Jos	view South	Y 200 ===

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300	MA CH		CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:	(866) 283-7122	FAX (A/C. No.); 800-36	53-0105
Franklin TN 37067 USA	AMB# 011095	AXV		INSURER(S) AFFORD	KNG COVERAGE	NAIC #
INSURED			INSURER A:	Greenwich Insura	nce Company	22322
Arcadis U.S. Inc.	000779	MXV	INSURER B:	XL Specialty Ins	urance Co	37885
630 Plaza Drive Suite 200			INSURER C:		***************************************	
Highlands Ranch CO 80129 USA			INSURER D:			
			INSURER E:			
			INSURER F:			

COVERAGES CERTIFICATE NUMBER: 570058736591 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

VSR TR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GEC001076113		01/01/2016	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000
	CLAIMS-MADE X OCCUR /						PREMISES (Ea occurrence)	\$1,000,000
	X Contractual Liability						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
3	AUTOMOBILE LIABILITY			AEC001075813 AOS	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	
	AUTOS AUTOS X HIRED AUTOS X X Property Damage to						PROPERTY DAMAGE (Per accident)	
В	X UMBRELLA LIAB X OCCUR			UEC001075913	01/01/2015	01/01/2016	EACH OCCURRENCE	\$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$1,000,000
	DED X RETENTION \$10,000							
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			RWD943516309 All Other States	01/01/2015	01/01/2016	X PER OTH-	
в	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		RWR943516709	01/01/2015	01/01/2016	E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	ory in NH)		, , , , , , , , , , , , , , , , , , , ,	E.L. DISEASE-EA EMPLOYEE	\$1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000

RE: Project No. TF005660.0002.00002. Escambia County is included as Additional Insured in accordance with the policy provision of the General Liability and Automobile Liability policies. Umbrella Liability is Follow Form over the General Liability, Automobile Liability and Workers' Compensation/Employer's Liability Coverages. A Waiver of Subrogation is granted in favor of Escambia County in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. XCU Coverage is included on the General Liability policy.

CERT	TFICA'	TE H	OLD	ER
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2013 CANGELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

B

Escambia County
Attn: Purchasing
Office of Purchasing, Room 1
PO Box 1591 101 Pensacola FL 32597-1591 USA

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ACORD 25 (2014/01)

ENDORSEMENT #039

This endorsement, effective 12:01 a.m., March 4, 2015 forms a part of Policy No. AEC001075813 issued to ARCADIS U.S., INC. AND RTKL ASSOCIATES, INC. AND CALLISON ARCHITECTURAL HOLDING, LLC by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

Advanced written notice will be mailed or delivered to person(s) or entity(ies) shown in the Schedule below at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason

S	chedule
Name of Person(s) or Entity(ies)	Mailing Address:
AS PER SCHEDULE ON FILE WITH COMPANY	AS PER SCHEDULE ON FILE WITH COMPANY

All other terms and conditions of the Policy remain unchanged.

This endorsement	, effective	12:01	a.m.,	January	1, 2015	forms a part of
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Policy No. RWD943516309

issued to ARCADIS U.S., INC.

by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with company		30
		·

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective January 1, 2015 Policy No. RWD943516309 ARCADIS U.S., INC. Insured

Endorsement No. Premium Included

Insurance Company XL Specialty Insurance Company

Countersigned by

WC 99 06 57 Ed. 12/10



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8884 County Administrator's Report 10. 13.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 09/03/2015

Issue: Request for Disposition of Property

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Neighborhood & Human Services Department - Tonya Gant, Neighborhood & Human Services Director

That the Board approve the Request for Disposition of Property Form for the Neighborhood & Human Services Department, indicating the item to be disposed of properly, which is described and listed on the Request Form, with reason for disposition stated.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete property. 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 F.S. 274.07 and BCC Policy B-1, 2 Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Attachments

<u>Disposition of Property</u>

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO:	Clerk & Co	mptroller's Finance Departn	nent		•		
FROM	I: Disposing I	Department: Neighborhood 8	& Human Ser	vices COST CEN	NTER NO:	370101	
Tonya	Gant		DATE:	August 21, 2015			
Proper	ty Custodian ((PRINT FULL NAME)					
Proper	ty Custodian (Signature):	reller	Phone No:	850-595-312	23	
REQUI	EST THE FOLI	LOWING ITEM(S) TO BE DIS	SPOSED:				
TAG	PROPERTY	DESCRIPTION OF ITEM	SERI	AL NUMBER	MODEL	YEAR	CONDITION
(Y / N)	NUMBER	2000 5 / 5					
N	48502	2000 Dodge Durango 4x2	1B4H	R28Y3YF268819	Durango	2002	Mint/Fair
				<u> </u>			<u> </u>
Disposa	l Comments:						
INFORI	MATION TECH	INOLOGY (IT Technician):					<u>-</u>
		,	Print Name				
Condition	ons: Dis	pose-Good Condition-Unusable					
Conunt		pose-Bad Condition-Send for rec		A			
		•	yening-Onusaoi	C			
Comput	er is Ready for I	Disposition					
Date:		Information Technology Tech	nician Signatur	e:			
Date: 8	3/27/15			Q	, O	1	
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rkowi.	Escaniola Cour	ny Department Director (Signatu	<u> </u>		4533		
		Director (Print Na	ame): Ton	ya Gant			
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		y Commissioners					
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Meeting	g Date:						
Approve	ed by the County	Commission and Recorded in the	ne Minutes of:				
				Pam Childers, Cler	k of the Circuit Co	urt & Compti	oller
				By (Deputy Clerk)			
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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

Al-8896 County Administrator's Report 10. 14.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 09/03/2015

Issue: Community Economic Development Association of Pensacola and

Escambia County, Inc.

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Board's Appointment of a Designee to the Community

Economic Development Association of Pensacola and Escambia County, Inc., Board - Jack R.

Brown, County Administrator

That the Board of County Commissioners (BCC) appoint Amy Lovoy, Escambia County Assistant County Administrator, in place of Jack R. Brown, Escambia County Administrator, as the BCC's designee to be a Governmental Entity Director on the Community Economic Development Association of Pensacola and Escambia County, Inc. (CEDA) Board, in accordance with the CEDA Bylaws, Article IV, Board of Directors, 1.2.2 Governmental Entity Director.

BACKGROUND:

The CEDA Bylaws state in Article IV, Board of Directors, 1.2.2, Governmental Entity Director, that governmental entities that contribute more than \$150,000 annually either through the Pensacola-Escambia County Promotion and Development Commission (the "PEDC") or directly are entitled to appoint a designee.

On March 19, 2015, County Administrator Jack R. Brown was appointed to serve on the CEDA Board. He now desires to appoint Amy Lovoy, Escambia County Assistant County Administrator, as his designee.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A
IMPLEMENTATION/COORDINATION:
N/A
Attachments

N/A

3-19-2015 BCC Meeting Minutes

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 2-25. Approval of Various Consent Agenda Items Continued
 - 21. Taking the following action regarding the First Renewal of Lease Agreement between Escambia County and Rebuild Northwest Florida, Inc. (Funding: Lessee shall pay the County rent in the amount of \$1 per year for the renewal term):
 - A. Approving the First Renewal of Lease Agreement between Escambia County and Rebuild Northwest Florida, Inc., for real property located at 150 West Maxwell Street, Pensacola, Florida, for an additional two-year term, commencing on April 1, 2015, and ending March 31, 2017; and
 - B. Authorizing the Chairman to sign the Renewal of Lease Agreement.
- Appointing Jack R. Brown, Escambia County Administrator, as the BCC's designee to be a Governmental Entity Director on the Community Economic Development Association of Pensacola and Escambia County, Inc. (CEDA) Board, in accordance with the CEDA Bylaws, Article IV, Board of Directors, 1.2.2 Governmental Entity Director.
 - 23. See Page 33.
 - 24. See Page 33.
 - 25. Approving to reimburse the Escambia County Sheriff's Office for 50% of the interior space modifications at the Sheriff's Administration Building to administer the Breathalyzer Program (Funding: Fund 352, Local Option Sales Tax III, Cost Center 540115, Object Code 56201, Project #07SH0019).



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8837 County Administrator's Report 10. 1.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: FFY15 Edward Byrne Memorial Justice Assistance Grant Program

From: Cathy White, Drug Court Manager

Organization: Court Administration

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Federal Fiscal Year 2015 Edward Byrne Memorial Justice

Assistance Grant Program - JAG Countywide - State Solicitation - Catherine A. White, Drug

Court Manager

That the Board take the following action concerning the Federal Fiscal Year (FY) 2015 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide - State Solicitation:

A. Approve the following Subgrant Applications which will be submitted for funding under the Federal FY 2015 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide - State Solicitation, administered by the Florida Department of Law Enforcement:

- 1. ESCAMBIA COUNTY DRUG COURT TREATMENT PROGRAM The Court Administrator's Office is seeking funding for treatment services for drug offenders. The amount of the Grant request is \$32,976. THE APPLICATION WILL BE DISTRIBUTED UNDER SEPARATE COVER.; and
- 2. PENSACOLA STATE COLLEGE POLICE DEPARTMENT Pensacola State College Police Department is seeking to purchase body cameras for each patrol officer in order to strengthen community/campus policing. The amount of the Grant request is \$11,175; and
- B. Authorize the Chairman, as the County's representative, to sign amendments and requests for payment or other related documents as may be required.

[Funding: The funds are made available through the Federal FY 2015 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide - State Solicitation for the period beginning October 1, 2015, and terminating September 30, 2016; there is no cost to the County]

BACKGROUND:

In accordance with the Federal FY 2015 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide - State Solicitation guidelines, all agencies interested in requesting grant funds were asked to submit a detailed project proposal for review. The grant review committee reviewed and approved the grant proposals on June 9, 2015.

BUDGETARY IMPACT:

The funds are made available through the Federal FY 2015 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide - State Solicitation for the period beginning October 1, 2015, and terminating September 30, 2016. There is no cost to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval and authorization to execute grant documents.

IMPLEMENTATION/COORDINATION:

Coordination has occurred with all related parties.

Attachments

Letter to Petrina T. Herring, Administrator, Office of Criminal Justice Grants Application - Pensacola State College Police Department

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



September 3, 2015

Petrina T. Herring, Administrator Office of Criminal Justice Grants Department of Law Enforcement 2331 Phillips Road Tallahassee, Florida 32308

Dear Ms. Herring:

In compliance with the State of Florida Rule 11D-9, F.A.C., the Escambia County Board of County Commissioners approves the distribution of the FFY 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation for the following projects within Escambia County:

Subgrantee (City or County)	Title of Project	Dollar Amount (Federal Funds)
Escambia County	Drug Court Treatment Services	\$ 32,976
Escambia County	Pensacola State College Police Body Cameras	\$ 11,175
City of Pensacola	Gun Violence Reduction	\$ 70,000
Total Allocation		\$114,151

Sincerely,

Steven Barry, Chairman Escambia County Board of County Commissioners

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

Subgrant Recipient

Organization Name: Escambia County Board of Commissioners

County: Escambia

Chief Official

Name: Steven Barry
Title: Chairman

Address: 221 Palafox Place

Suite 400

City: Pensacola

State: FL **Zip:** 32502-5629

Phone: 850-595-4950 Ext:

Fax:

Email: district5@myescambia.com

Chief Financial Officer

Name: Pam Childers

Title: Clerk of the Circuit Court and Comptroller

Address: 221 North Palafox Street

Suite 140

City: Pensacola

State: FL **Zip:** 32502-5827

Phone: 850-595-4830 Ext:

Fax:

Email: pchilders@EscambiaClerk.com

Application Ref#

2016-JAGC-2645

Contract

-JAGC-ESCA- - -

Section #1 Page 1 of 2

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

Implementing Agency

Organization Name: Board of Trustees of Pensacola State College

County: Escambia

Chief Official

Name: Edward Meadows

Title: President

Address: 1000 College Boulevard

City: Pensacola

State: FL Zip: 32504-8910

Phone: 850-484-1700 Ext:

Fax: 850-484-1840

Email: emeadows@pensacolastate.edu

Project Director

Name: Jamie Russell

Title: Grant Coordinator

Address: 1000 College Boulevard

City: Pensacola

State: FL. **Zip:** 32504-8998

Phone: 850-484-1696 Ext:

Fax:

Email: jrusseil@pensacoiastate.edu

Application Ref # 2016-JAGC-2645
Contract -JAGC-ESCA---

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

General Project Information

Project Title: PENSACOLA STATE COLLEGE POLICE BODY CAMERA

Subgrant Recipient: Escambia County Board of Commissioners
Implementing Agency: Board of Trustees of Pensacola State College
Project Start Date: 10/1/2015 End Date: 9/30/2016

Problem Identification

Pensacola State College (PSC) Police Department is a small agency on a medium sized community college. In keeping with December 2014 recommendations which include Federal Support for Local Law Enforcement Equipment Acquisition, Pensacola State College proposes equipping each patrol officer with body cameras to strengthen community/campus policing and fortify the trust that must exist between law enforcement officers and the communities they serve. The College will adopt the same policy as the International Association of College Campus Law Enforcement Administrators, assuring officers are properly trained to employ the equipment and prevent misuse/abuse of the equipment.

Project Summary (Scope of Work)

The body cameras will provide Pensacola State College police officers with the capability to provide an accurate and accountable records of facts in a situation between a police officer and the public. Recorded video will be used for public records, upon request, to demonstrate transparency and openness in their interactions with members of the community, and to strengthen the relationship between police and community members, and for the use of police officer training. Video of police encounters will be placed on a secure web based software.

Application Ref # 2016-JAGC-2845
Contract -JAGC-ESCA- - -

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than

this award?

Answer: 0

Question: What is the name of the jurisdiction(s) your agency provides service to. (e.g., City of

Miami, Orange County, State of Florida)

Answer: Escambia County and Santa Rosa County Pensacola State College Campuses

Question: What is the combined population of the jurisdiction(s) your agency provides services

to (according to the most recent census)?

Answer: 22690

Question: What is the address of the location being used to provide services for this project?

Answer: Pensacola Campus

1000 College Bivd, Pensacola, FL 32504

Santa Rosa Campus 5075 Gulf Breeze Pkwy. Gulf Breeze, FL 32563

Question: Describe your agency. (e.g., non-profit, community based, government)

Answer: A Florida State College - Community Based.

Question: Have you verified that the subgrantee has an active and current registration in

SAM.gov?

Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee?

If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold

instead.

Answer: Pensacola State College's Operating Capital Outlay threshold is \$5000.00.

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from

the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of \$750,000 or

more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the

subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or

cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the

compensation of the executives in your organization (the subgrantee) through

periodic reports filed under section 13(a) or 15(d) of the Securities

Application Ref # 2016-JAGC-2645

Contract -JAGC-ESCA- - -

Section #2 Page 2 of 3

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: No

Application Ref# 2016-JAGC-2645 Contract -JAGC-ESCA- - -

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

General Performance Info:

Performance Reporting Frequency: Quarterly

References.

Federal Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for all recipients purchasing Equipment, Supplies, and

Technology Enhancements.

Measure: Equipment 1

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as

part of their performance reporting?

Goal: Yes

Application Ref # 2016-JAGC-2645 Contract -JAGC-ESCA- - -

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No FLAIR / Vendor Number: 596000598

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$10,770.23	\$0.00	\$10,770.23
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals	\$10,770.23	\$0.00	\$10,770.23
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ?

Application Ref # 2016-JAGC-2645 Contract -JAGC-ESCA- -

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

Budget Narrative:

Procurement Method: Pensacola State College intends to utilize a joint purchasing agreement through the National Joint Purchasing Alliance for the purchase of the units as specified within our grant proposal. Per Florida Statute 287.056, "Agencies shall, and eligible users may, purchase commodities and contractual services from purchasing agreements established and state term contracts procured, pursuant to s. 287.057, by the department."

Operating Capital Outlay Threshold \$5,000.00. Cost per total unit is \$1,346.28.

Summary of Expenses:

Eight (8) Body Camera Systems, Four (4) Body Camera Docking Stations; Eight (8) basic web based video storage subscriptions; Eight (8) Body Camera Extended Warranty. Total cost of project: \$10,770.23.

(Body Cameras are new and not replacing any other systems):

Itemized:

Eight (8) Body Cameras @ \$399.00 = \$3,192.00

Four (4) Docking stations, - Individual Bay and Core Model @ \$249.00 = \$996.00

Seven (7) Basic Web based video storage for a 3 year package subscription license = \$3,780.00

One (1) Professional web based video storage for a 3 year package subscription license = \$1,404.00

One-hundred twenty (120) storage (GB) - 3 year package = \$540.00

Eight (8) Body Cameras for extended warranty @ \$99.95 = \$799.60

Shipping and Handling: \$58.63

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel

increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the

method of procurement for those items? (e.g., competitive bid, sole source, state term

contract)

Answer: The College will be utilizing the procurement method that yields the best value to the

college which can include competitive bidding or cooperative purchasing agreements

including state term contracts

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of

approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and

breakdown of cost for each service. Include the methodology for the unit cost plan

and when it was approved.

Answer: N/A

Application Ref # 2016-JAGC-2645 Contract -JAGC-ESCA---



Florida Department of Law Enforcement Office of Criminal Justice Grants

Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 617-1250 criminaljustice@fdle.state.fl.us

Edward Byrne Memorial Justice Assistance Grant (JAG) Program STANDARD CONDITIONS

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Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 19 of this section.

- All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (www.ojp.usdoj.gov/financialguide/index.htm) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (www.bja.gov/ProgramDetails.aspx?Program ID=59) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:
 - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": www.flrules.org/
 - Office of Management and Budget (OMB) Circulars: www.whitehouse.gov/omb/circulars
 - A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - o A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
 - Code of Federal Regulations: www.gpo.gov/fdsys/
 - 2 CFR 175.15(b), "Award Term for Trafficking in Persons"
 - o 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - o 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - o 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
 - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: www.bja.gov/ProgramDetails.aspx?Program ID=59.
 - United States Code: www.gpo.gov/fdsys/
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
 - State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf
 - State of Florida Statutes 215.971 (Agreements funded with federal or state assistance) and 215.985 (Transparency in government spending)
- 2. Requirements for Contractors of Subgrant Recipients

The subgrant recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3711 et seq. at www.gpo.gov/fdsys/); the provisions of the current edition of the Office of Justice Programs Financial Guide (www.oip.usdoj.gov/financialquide/index.htm); and all other applicable federal and state laws, orders, circulars, or regulations.

3. Allowable Costs

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

4. Reports

- a. Project Performance Reports
 - (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.
 - Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 19, Performance of Agreement Provisions.
 - (2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.
 - (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

b. Financial Reports

- (1) Project Expenditure Reports
 - (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted.
 - (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SiMON (Subgrant Information Management ON-line)
 - (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper preaudit and post-audit.
 - (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
 - (e) Reports are to be submitted even when no reimbursement is being requested.

(f) The report must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(2) Financial Closeout Audit

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant expiration date.
- (b) The Financial Closeout Audit must be electronically signed by the subgrant recipient or Implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(3) Project Generated Income (PGI)

- (a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See item 11, Program Income.)
- (b) PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

5. Fiscal Control and Fund Accounting Procedures

- a. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- b. The subgrant recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subgrant recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a subgrant recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subgrant recipients.
- c. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- d. All funds not spent in accordance with this agreement shall be subject to repayment by the subgrant recipient.

6. **Payment Contingent on Appropriation and Available Funds**

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

7. **Obligation of Subgrant Recipient Funds**

Subgrant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the subgrant award period. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subgrant reciplent's

project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subgrant period.

8. Advance Funding

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

9. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

10. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, Fla. Stat. Any foreign travel must obtain prior written approval.

11. Program Income (also known as Project Generated Income)

- All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

12. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

13. Property Accountability

a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fia. Stat.

b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

14. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

15. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

16. Patents

If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

- a. Unless there is a prior agreement between the subgrant recipient and the Department on disposition of such items, the Department may determine whether protection on the invention or discovery will be sought.
- b. The Department will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," dated August 23, 1971, and statement of Government patent policy, as printed in 36 Federal Register 16839).
- Government regulations have been issued in Title 37 CFR Part 401 by the U.S. Department of Commerce.

17. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date. The subgrantee understands and agrees that any training materials developed or delivered with grant funding must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at

www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

All materials publicizing or resulting from award activities shall contain the following statements:

"This project was supported by Award No._____ awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice".

18. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
 - f. Subgrant recipients that expend less than \$500,000 in federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
 - g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
 - h. A scanned copy of the completed audit reports or a link to the electronic audit report should be sent via email to <u>criminaljustice@fdle.state.fl.us</u> or mailed to the following address:

Florida Department of Law Enforcement Office of Criminal Justice Grants Post Office Box 1489 Tallahassee, Florida 32302-1489

19. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

20. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subgrant recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. if a project is not operational within 90 days of the original start date of the award period, the subgrant recipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and reobligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

21. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources.
 - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
 - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant reciplent, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

22. Grant Adjustments

- a. Subgrant recipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget, Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.
- Under no circumstances can transfers of funds increase the total budgeted award.

d. Requests for changes to the subgrant agreement must be electronically signed by the subgrant recipient or implementing agency's chief official or the chief official's designee.

23. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

24. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

25. Access to Records

- a. The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., unless specifically exempted and/or made confidential by operation of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.
- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

26. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency or any contact information to include mailing address, phone number, email or title change, project staff must notify the SIMON help desk to update the organizational information in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions In programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
 - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
 - Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

- a. The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, If the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.
- b. The subgrantee understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subgrantee agrees the these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Civil Rights Compliance

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- b. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment. The subgrant recipient must notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services or benefits or in employment practices.
- c. Subgrant recipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subgrant recipient, with FDLE, or with the Office for Civil Rights and how to do so.

d. Equal Employment Opportunity Plans

- (1) A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at www.ojp.usdoj.gov/about/ocr/eeop comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
- (2) If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
- (3) A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it is has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- (4) The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

- e. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- f. In accordance with federal civil rights laws, the subgrant recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- g. Subgrant recipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.
- h. If the subgrant recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subgrant recipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489 or online at info@fdle.state.fl.us, Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.
- The subgrant recipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subgrant recipient.
- j. The subgrant recipient must have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subgrantee/implementing agency with FDLE or the OCR.
- k. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- Americans with Disabilities Act Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- m. Rehabilitation Act of 1973 (28 C.F.R. Part 42, Subpart G) If the subgrant recipient has 50 or more employees and receives DOJ funding of \$25,000 or more, the subgrant recipient must take the following actions:
 - (1) Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.
 - (2) Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G.
 - (3) Notify participants, beneficiaries, employees, applicants, and others that the subgrantee/implementing agency does not discriminate on the basis of disability.
- n. Limited English Proficiency (LEP)
 In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights
 Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take
 reasonable steps to provide meaningful access to their programs and activities for persons
 with LEP. For more information on the civil rights responsibilities that recipients have in

providing language services to LEP individuals, please see the website at www.lep.gov. FDLE strongly encourages subgrant recipients to have a written LEP Language Access Plan.

- o. Title IX of the Education Amendments of 1972 (28 C.F.R. Part 54) If the subgrant recipient operates an education program or activity, the subgrant recipient must take the following actions:
 - (1) Adopt grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.
 - (2) Designate a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.
 - (3) Notify applicants for admission and employment, employees, students, parents, and others that the subgrantee/implementing agency does not discriminate on the basis of sex in its educational programs or activities.
- p. Equal Treatment for Faith Based Organizations
 The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part
 38, the Department of Justice regulation governing "Equal Treatment for Faith Based
 Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation
 provides in part that Department of Justice grant awards of direct funding may not be used to
 fund any inherently religious activities, such as worship, religious instruction, or
 proselytization. Recipients of direct grants may still engage in inherently religious activities,
 but such activities must be separate in time or place from the Department of Justice funded
 program, and participation in such activities by individuals receiving services from the grantee
 or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that
 organizations participating in programs directly funded by the Department of Justice are not
 permitted to discriminate in the provision of services on the basis of a beneficiary's religion.
 The subgrantee also understands and agrees that award funds may not be used to
 discriminate against or denigrate the religious or moral beliefs of students who participate in
 programs for which financial assistance is provided from the award, or the parent or legal

guardian of such students. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for

employment. See www.ojp.gov/about/ocr/equal fbo.htm.

34. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

35. National Environmental Policy Act (NEPA)

a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds, Accordingly, the subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact FDLE OCJG.

- (1) New construction
- (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
- (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
- (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.
- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

36. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with federal, state, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories. The subgrant recipient also agrees to complete a Methamphetamine Mitigation Plan (MMP) that includes the nine protective measures or components required by BJA and submit the plan to FDLE's Office of Criminal Justice Grants.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest. Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant

recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure if of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories:
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities:
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing federal and state requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- Are not presently debarred, suspended, proposed for debarment, deciared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this application 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;

- 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 (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifles 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
 - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subgrant recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 38, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay - to - Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon as offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

43. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

44. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

45. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

46. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

47. Human Research Subjects

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

48. Global Standards Package

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all

constituent elements, where applicable, as described at: www.it.ojp.gov/gsp grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

49. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.

50. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

51. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subgrant recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to

www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046

52. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

53. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

54. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

55. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

56. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

57. Additional Required Certifications

Employees Working Solely on a Single Federal Award

For any position that works 100% of its time on a single federal award, the employee must certify that 100% of his or her time was spent working on that federal award. This requirement applies to both full time and part time positions regardless of the percentage of the position's salary that is charged to the grant. The certification must be signed by both the employee and the employee's direct supervisor having firsthand knowledge of the work performed by the employee. The forms must be submitted semi-annually and may not be signed prior to the end of the reporting period. Certifications must be provided to cover the entire grant period.

Sole Source

If the project requires a purchase of services or equipment from a sole source, the subgrant recipient must complete the Sole Source Justification for Services and Equipment Form. This form must be submitted upon application if applicable and pre-approval must be obtained. If the cost is below \$100,000, the form must be kept on file for review at monitoring. If the subgrantee is a state agency and the cost is at least \$150,000, then the agency must submit a copy of the approval from the Department of Management Services (F.S. 287.057(5)).

ADP Justification

The subgrant recipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained.

Confidential Funds Certificate

For all projects involved with confidential funds the subgrant recipient must submit a confidential funds certificate. This certificate certifies the Project Director has read, understands, and agrees to abide by the provision in Chapter 8 of the Office of Justice Programs Financial Guide. This form must be submitted upon application if applicable.

Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrant recipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

58. Timesheets

Timesheets must be kept for all project staff whose hours will be charged to the project. The timesheets must be signed by the supervisor and clearly indicate hours spent on project activities.

59. Additional Documentation of Personnel for Department of Financial Services

In accordance with Section 215.971, Florida Statutes, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project-related activities in accordance with the contract agreement.

60. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

61. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well

as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When FDLE award funds to support a task force, the subgrant recipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

62. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

63. High Risk Subgrant Recipients

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

64. Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

65. System for Award Management (SAM)

The subgrant recipient must maintain current information in SAM until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

66. Maximum Allowable Salary

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at http://www.opm.gov/oca/payrates/index.asp. A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.). This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

67. DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at https://www.ncirs.gov/pdffiles1/nii/sl001062.pdf

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

68. Interoperable Communications Guidance

Subgrant recipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

Subgrant recipients Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subgrant recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subgrant recipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

69. Ballistic-Resistant and Stab Resistant Body Armor

Subgrant recipients that wish to purchase armor with JAG funds **must certify** that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf.

JAG funds may be used to purchase armor for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). In addition, body armor purchased must be American-made. The latest NIJ standard information can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

70. BJA or FDLE Sponsored Events

The subgrant recipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

71. Expenses Related to Conferences, Meetings, Trainings, and Other Events

The subgrant recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at

http://oip.gov/financialquide/PostawardRequirements/chapter15page1.htm

72. Environmental Requirements and Energy

For subgrants in excess of \$100,000, the subgrant recipient must comply with 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).

The subgrant recipient must comply with 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), if any.

73. Other Federal Funds

The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subgrantee will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

74. Monitoring

The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures, and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and /or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with FDLE grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of an award(s).

75. Unmanned Aerial Vehicles

The recipient agrees that awarded funds may not be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any funding approved for this purpose would be subject to additional reporting, which would be stipulated by FDLE post award.

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature:
Typed Name and Title: Petrina T. Herring, Bureau Chief
Date:
Subgrant Recipient Authorizing Official of Governmental Unit (Commission Chairman, Mayor, or Designated Representative)
Typed Name of Subgrant Recipient: Escambia County Board of County Commmissioner
Signature:
Typed Name and Title: Steven Barry, Chair
Date:
Implementing Agency Official, Administrator or Designated Representative
Typed Name of Implementing Agency: Pensacola State College Signature:
Typed Name and Title: C. Edward Meadows, President
Date:August 24, 2015

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:
DEPUTY CLERK

Application Ref # 2016-JAGC-2645 Contract -JAGC-ESCA- --

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Escambia County Board of County Commissioners	DUNS Number: 07509673
Address: 221 Palafox Place, Suite 400, Pensacola, Florida 32502	DONS Number. Woods
Grant Title: Pensacola State College Police Body Camera Grant Number: 2016~	JAGC-2645 Award Amount: \$11,175
Name and Title of Contact Person: Jamle Russell, Grant Coordinator	
Telephone Number: (850) 484-1896 E-Mail Address: puss	eil@pensacolastate.edu
Section A—Declaration Claiming Complete Exemption from	the FEOP Requirement
Please check all the following boxes that apply:	
	in the second of
□ Recipient has less than fifty employees. □ Recipient is an Indian tribe. □ Recipient is an educational institu	□ Recipient is a medical institution. tion. □ Recipient is receiving an award less than \$25,000.
I,	[responsible official],
certify that	[recipient] is
not required to prepare an EEOP for the reason(s) checked above, pursu	
I further certify that	[recipient]
will comply with applicable federal civil rights laws that prohibit dis	crimination in employment and in the delivery of
services.	
Print or Type Name and Title Signature	Date
11 m or Type Name and Tate Signature	Duie
Section B—Declaration Claiming Exemption from the EEOP	Submission Requirement and Certifying
That an EEOP Is on File for Review	
If a recipient agency has fifty or more employees and is receiving a single award or subrecipient agency does not have to submit an EEOP to the OCR for review as long as it	baward of \$25,000 or more, but less than \$500,000, then the certifies the following (42 C.F.R. § 42.305):
, Steven Barry	[responsible official],
certify that Escambia County Board of County Commissioners	[recipient],
which has fifty or more employees and is receiving a single award	or subaward for \$25,000 or more, but less than
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 4	42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed in	
federal law, it is available for review by the public, employees, the ap	
Civil Rights, Office of Justice Programs, U.S. Department of Justice. T	_
Escambla County Board of County Commissioners Human Resources	[organization],
221 Palafox Place, Pensacola, Florida 32502	[address].
Steven Barry, Chairman	September , 2015
Print or Type Name and Title Signature	Date
Section C—Declaration Stating that an EEOP Utilization Rep	ort Has Reen Submitted to the Office for
Civil Rights for Review	
If a recipient agency has fifty or more employees and is receiving a single award or sul	baward of \$500,000 or more, then the recipient agency must
send an EEOP Utilization Report to the OCR for review.	
I,	[responsible official],
certify that	[recipient],
which has fifty or more employees and is receiving a single award of	
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on	[date] to the
Office for Civilinging, Office of Justice Flograms, O.S. Department of	Company of the Compan
Print or Type Name and Title Signature	Dale
OMP Append No. 1121 0240 Evalentian Data 05/21/14	The state of the s

OMB Approval No. 1121-0340 Expiration Date: 05/31/1

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:
DEPUTY CLERK

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Program

Form Provided by the U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies 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 agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LUL, "Disclosure of Lobbying Activities", in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 -

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency:

- (b) Have not within a three-year period preceding this application 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 embezziement, 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 (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

- A. The applicant certifies that it will or will continue to provide a drugfree workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
- (b) Establishing an on-going drug-free awareness program to inform employees about-
- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Program

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);				
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-				
(1) Abide by the terms of the statement; and				
(2) 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 calendar days after the conviction;	Check here If there are workplaces on file that are not identified here.			
(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;	Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4081/7. Check here If the State has elected to complete OJP Form 4081/7.			
(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted-				
(1) 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; or	DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)			
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;	As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 87, Subpart F, for grantees, as defined at 28 CFR Part 87; Sections 67.615 and 67.620-			
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).	 As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and 			
B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:	B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the			
Place of Performance (Street address, city, county, state, zip code)	conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 833 Indiana Avenue, N.W., Washington, D.C. 20531.			
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.				
1. Grantee Name and Address: Escambia County Board of County	Commissioners			
<u>221 Palafox Place, Suite 400</u> Pensacola, Florida 32502	AWERDY. DASSESSIT BEDE			
<u>Pensacola, Florida 32502</u>	ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT			
2. Project Name: Pensacola State College Police Body Camera	BY:			
	DEPUTY CLERK			
3. Typed Name and Title of Authorized Representative: Steven Barry, Chairman				
4. Signature:	5. Date: <u>September, 2015</u>			



ASHTON J. HAYWARD

August 12, 2015

Petrina T. Herring, Administrator Office of Criminal Justice Grants Department of Law Enforcement 2331 Phillips Road Tallahassee, Florida 32308

Dear Ms. Herring:

In compliance with the State of Florida Rule 11D-9, F.A.C., the Escambia County Board of County Commissioners approves the distribution of the FFY 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation for the following projects within Escambia County:

Subgrantee (City or County)	Title of Project	Dollar Amount (Federal Funds)
Escambia County	Drug Court Treatment Services	\$ 32,976
Escambia County	Pensacola State College Police Body Cameras	\$ 11,175
City of Pensacola Total Allocation	Gun Violence Reduction	\$ 70,000 \$114,151

Sincerely,

Ashton J. Hayward

Mayor



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8730 County Administrator's Report 10. 2.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Agreement Between Escambia County and the First Judicial Circuit of

Florida

From: Will Moore, Admin Services Manager

Organization: Court Administration

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement between the First Judicial Circuit of Florida and Escambia County for the Existing Veterans Court Coordinator Position - Will Moore, Trial Court Administration, Admin Services Manager

That the Board take the following action concerning the Agreement between the First Judicial Circuit of Florida and Escambia County for the Existing Veterans Court Coordinator Position:

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

B. Authorize the Chairman to sign the Agreement.

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

BACKGROUND:

The purpose of the agreement is to fund the existing Veterans Court Program position under the County's provisions providing 40 hours per week salary and all applicable benefits, to include but not limited to additional holiday pay, FICA, life and health insurance and retirement, effective July 1, 2015. The Court agrees to reimburse the County for salary and employment benefits costs as outlined in Exhibit A.

The Veterans Court Program is a specialized court established to serve veterans struggling with treatable behavioral, mental, or chemical health problems as a result of trauma experienced while serving in a combat zone. The Veterans Court Coordinator

oversees veterans case files, coordinates mentoring sessions, ensures smooth operation and implementation of tasks for the entire program.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was reviewed and approved as to form and legal sufficiency by Kristin D. Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County and the Court will coordinate invoicing and payment process.

Attachments

Veterans Court Coordinator Funding Agreement

AGREEMENT FOR THE FUNDING OF COURT PERSONNEL BETWEEN THE FIRST JUDICIAL CIRCUIT OF FLORIDA AND ESCAMBIA COUNTY, FLORIDA

This Agreement is entered into by and between Escambia County, ("County"), a political subdivision of the State of Florida having its principal place of business at 221 Palafox Place, Pensacola, FL 32502, and the First Judicial Circuit of Florida ("Court") having its principal place of business at 190 Governmental Center, Pensacola, FL 32502.

RECITALS

WHEREAS, pursuant to §29.0081, Florida Statutes, the County and the Court agree that the County will fund in part the position of Veterans Court Coordinator ("Coordinator") to assist in the operation of the Court's Veterans' Court Program in Escambia County; and

WHEREAS the County and Court desire to enter into a relationship whereby the County shall provide the funding from the Local Options portion of the \$65 Court Fee per §939.185(1)(a), Florida Statutes, for the Coordinator on the terms and subject to the conditions set forth herein and in §29.0081, Florida Statutes.

NOW THEREFORE, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I - COUNTY FUNDING OF COURT PERSONNEL

- 1.1 The County agrees to provide funding for the existing Coordinator position within the Escambia County Veterans Court Program from the effective date of this Agreement through the court fiscal-year ending June 30, 2016.
- 1.2 The County shall provide 40 hours per week salary and all applicable benefits, to include but not limited to additional holiday pay, FICA, life and health insurance and retirement, to the already existing Coordinator position, effective July 1, 2015.

ARTICLE II – RESPONSIBILITIES AND SUPERVISION

- 2.1 The Coordinator position funded under this agreement shall be hired, supervised, managed, and fired by personnel of the Court. The County shall be considered the employer for purposes of §440.10, Florida Statutes (workers' compensation) and Chapter 443 (unemployment benefits).
- 2.2. The Court shall supervise the Coordinator whose employment is funded in part under this agreement. The Court shall be responsible for compliance with all requirements of federal and state employment laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, Title I of the Americans with Disabilities Act, 42 U.S.C. s. 1983, the Family Medical Leave Act, the Fair Labor Standards Act, Chapters 447 and 760, Florida Statutes, and §§112.3187, 440.105, and 440.205, Florida Statutes; and fully indemnify the County from any liability under such laws, as authorized by §768.28(19), Florida Statutes, to the extent such liability is the result of the acts or omissions of the Court or its agents or employees.

<u>ARTICLE III – COST REIMBURSEMENT</u>

3.1 The Court agrees to reimburse the County for salary and employment benefits costs for the Coordinator position not to exceed the amounts as listed in **Exhibit A**, attached to and incorporated in to this Agreement. The County shall provide documents evidencing the expenses paid for the position and send the Court an invoice the first day of each month for all related costs incurred the preceding month as identified in Exhibit A.

The County shall mail such invoices to Cathy White, Drug Court Manager, 100 W. Maxwell Street, Pensacola, FL 32502. Payments will be due and payable within 30 days of receipt of invoice and supporting documentation as requested by the Court. The Court will initiate prompt payment procedures upon receipt of a written invoice, submitted in detail sufficient for a proper pre and post-audit. Payment will be made pursuant to §215.422, Florida Statutes.

ARTICLE IV - TERMINATION

- 4.1 This Agreement shall commence upon the date last executed and continue in full force and effect until June 30, 2016, unless another date is agreed to by the parties or upon the expiration of county or state funding for the position. Either party may terminate this Agreement upon sixty (60) days notice to the other party.
- 4.2 Upon termination or expiration of this Agreement, the County shall provide a final invoice for reimbursement and transfer any requested documents or data to the Court to effect a transition of the funding of the position without disruption.
- 4.3. Each party shall return to the other party all copies of any Confidential Information or other materials received from the other party;

ARTICLE V - MISCELLANEOUS

- 5.1 This Agreement and all rights and duties hereunder may not be assigned, delegated, or otherwise encumbered by any party without the prior written consent of the other party.
- All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "overnight courier"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to County:

Escambia County Board of County Commissioners 221 Palafox Place Pensacola, FL 32502 Telephone No.: 850-595-4960

Facsimile No.: 850-595-4810 Email: sdhall@co.escambia.fl.us

ATTN: Stephan Hall

If to Court:

The First Judicial Circuit Florida 190 Governmental Center Pensacola, FL 32502 ATTN: Will Moore

Telephone No.: (850) 595-4400 Email: will.moore@flcourts1.gov Facsimile No.: (850) 595-0360

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if delivered by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if

delivered by telecopy. In addition to the chosen notification method, the parties shall provide courtesy notice of the communication by electronic mail to the email address provided. If either party changes its address for purposes of notices hereunder, such party shall give written notice of such change to the other party

- 5.3 This Agreement shall constitute the entire agreement between the parties hereto and shall supersede any other agreements whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.
- 5.4. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, the parties agree that such action will be brought in the Escambia County Circuit Court and the parties hereby submit to the exclusive jurisdiction of said Courts.
- 5.5 If any provision of this Agreement is found by any Court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

IN WITNESS WHEREOF, the Court and County have executed this Agreement on the dates shown below.

The First Judicial Circuit Florida ("Court")

By: ______ Date: _____ 8/6/65

Its: Robin Wright, Trial Court Administrator

Escambia County Board of County Commissioners ("County")

By: ______ Date: ______
Its: _____ Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:
DEPUTY CLERK

Approved as to form and legal sufficiency.

By/Title: 100/14-

EXHIBIT "A"

PERSONNEL COSTS

The personnel costs for the Coordinator position applicable for this Program are:

Annual Salary:	\$39,520.00
FICA	\$3,023.00
Retirement	\$2,869.00
Life & Health	\$9,000.00
Workers Comp	\$99.00
TOTAL COST	\$54,511.00



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8816 County Administrator's Report 10. 3. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: SR 30 (US 98) Navy Boulevard - State Environmental Impact Report

(SEIR)

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Road 30 (US 98) Navy Boulevard - State Environmental Impact Report - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning State Road (SR) 30 (US 98) Navy Boulevard - State Environmental Impact Report (SEIR):

A. Adopt and authorize the Chairman to sign the Resolution supporting the procurement of consultant services to develop an SEIR for SR 30 (US 98), Navy Boulevard, from SR 295 (New Warrington Road) to Bayou Chico Bridge, Project # 216830-2-22-01);

- B. Approve and authorize the Chairman to sign the Locally Funded Agreement (LFA), between the State of Florida Department of Transportation and Escambia County, (Project #218630-2-22-01); and
- C. Approve and authorize the Chairman to sign the Three Party Escrow Agreement

[Funding: Local Option Sales Tax: \$1,500,000 (Fund 352, LOST III; Funding Source 220102)]

BACKGROUND:

Escambia County staff consulted with Engineering and Planning Resources, who just completed the Public Involvement Plan (PIP) phase of this project. The PIP entailed an extensive public involvement effort to garner and incorporate public input, most specifically the adjacent property owners along Navy Boulevard from the Bayou Chico Bridge west to New Warrington Road.

The involvement included an initial public workshop to present the Navy Boulevard Corridor Management Concept that resulted from the CRA's overall Navy Boulevard

Design Guidelines and Corridor Management Plan, one-on-one stakeholder interviews/meetings, and a final public workshop. Prior to the PIP phase, the county consulted with VHB, Inc., who conducted the initial Corridor Vision Plan phase and the subsequent Corridor Management Plan phase. Both phases offered several public input meetings and workshops as additional attempts to receive the necessary public involvement for the project to be as successful as possible.

The Navy Boulevard Access Management and Beautification Project is a county-initiated project in which the segment of Navy Boulevard from the Bayou Chico Bridge west to New Warrington Road will be reconstructed to include additional safety features (dedicated sidewalks, better signage, etc.), access management, and abundant landscaping throughout the corridor segment.

Escambia County Public Works staff have, from the beginning, worked closely with the Florida Department of Transportation, Pensacola NAS, the Escambia County Community Redevelopment Agency, and the surrounding business and property owners on this project, and plan to do so through construction. The project is currently scheduled to begin the SEIR phase in Summer 2015 (cost estimated at \$1.5M to be funded through LOST III), and the Professional Engineering design phase in Summer 2017, per the FDOT 5-Year Work Program (cost estimated at \$1.65M) with construction to follow the design phase. Construction is anticipated to begin in either Fiscal Year 2019 or Fiscal Year 2020.

BUDGETARY IMPACT:

Local Option Sales Tax: \$1,500,000 (Fund 352 LOST III; Funding Source 220102).

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Resolution, the LFA, and the Third Party Escrow Agreement.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Public Works Department staff will continue to coordinate with FDOT and local stakeholders.

Attachments

Escrow Agrmnt
Resolution
LFA

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Escambia County, Florida ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name:

State Environmental Impact Report (SEIR) to document impacts

associated with the reconstruction of SR 30 (US 98) Navy Boulevard from

SR 295 to Bayou Chico Bridge.

Project #:

218630-2-22-01

County:

Escambia

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

- 1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
- 2. Other deposits to the escrow account may be made during the life of this agreement.
- 3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
- 4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
- 5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
- 6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.
- 7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
- 8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

- 9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
- 10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
- 11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
- 12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)	Board of County Commissioners Escambia County, Florida
Name and Title	Steven Barry, Chairman
59-3024028	ATTEST: Pam Childers Clerk of the Circuit Court
Federal Employer I.D. Number	By:
Date	
For Escrow Agent (signature)	·
Name and Title	Approved as to form and leg
Date	sufficiency. By/Title: S//S/

RESOLUTION NUMBER R2015-

RESOLUTION OF THE BOARD OF COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE PROCUREMENT OF CONSULTANT SERVICES TO DEVELOP A STATE ENVIRONMENTAL IMPACT REPORT (SEIR) FOR SR 30 (US98) NAVY BOULEVARD FROM SR 295 TO BAYOU CHICO BRIDGE PROJECT #218630-2-22-01; AUTHORIZING CHAIRMAN TO SIGN THE LOCALLY FUNDED STATE OF FLORIDA AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION AND ESCAMBIA **ESCROW** COUNTY AND THE THREE PARTY AGREEMENT: PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County and the Florida Department of Transportation desire to procure consultant services to develop a State Environmental Impact Report (SEIR) to document impacts associated with the reconstruction of SR 30 (US 98) Navy Boulevard from SR 295 to Bayou Chico Bridge; and

WHEREAS, Escambia County will, at least fourteen days prior to the Department's advertising for professional services required for the preparation and completion of the SEIR, furnish the Department an advance deposit in the amount of \$1,500,000 for full payment 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 desire to procure consultant services to develop a State Environmental Impact Report (SEIR) to document impacts associated with the reconstruction of SR 30 (US 98) Navy Boulevard from SR 295 to Bayou Chico Bridge.

SECTION 3. That the Board authorizes the Chairman to sign the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County and the Three Party Escrow Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADO	PTED this day of	20	15.
		COMMISS	F COUNTY SIONERS A COUNTY, FLORIDA
		Ву:	Stavan Barni Chairmann
			Steven Barry, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court		
	By:		

Approved as to form and legal sufficiency.

By/Title:

LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY

Project #218630-2-22-01

This Locally Funded Agreement ("AGREEMENT") is between the State of Florida, Department of Transportation ("DEPARTMENT"), and Escambia County, Florida ("COUNTY").

- 1. COUNTY and DEPARTMENT desire to procure consultant services to develop a State Environmental Impact Report (SEIR) to document impacts associated with the reconstruction of SR 30 (US 98) Navy Boulevard from SR 295 to Bayou Chico Bridge. The SEIR will take into consideration the Navy Boulevard Corridor Vision Plan and Design Guidelines Manual provided by COUNTY, and will be prepared and completed in accordance with DEPARTMENT's Design Standards and Procedures and Project Development and Environment Manual, and is more fully described in Exhibit A attached to this AGREEMENT. The development and completion of the SEIR shall be called the PROJECT for purposes of this AGREEMENT.
- 2. DEPARTMENT will undertake and administer the PROJECT, and COUNTY will pay for the costs of the PROJECT.
- 3. DEPARTMENT is authorized to enter into this AGREEMENT by Section 339.12, Florida Statutes, "F.S.," and other sections of the Florida Transportation Code, and COUNTY has approved this AGREEMENT and authorized its duly authorized representative to sign on its behalf as set forth in the attached Resolution No. ______, or as evidenced by the copy of the minutes of the Board of County Commissioners attached hereto.

Therefore, the DEPARTMENT and the COUNTY agree as follows:

- 4 The facts stated in the recitals above in paragraphs 1, 2 and 3 are true and correct and are incorporated into and made a part of this AGREEMENT.
- 5. The COUNTY agrees that it will, at least fourteen (14) calendar days prior to the DEPARTMENT's advertising for professional services required for the preparation and completion of the SEIR, furnish the DEPARTMENT an advance deposit in the amount of ONE MILLION FIVE HUNDRED THOUSAND and no/100 DOLLARS (\$1,500,000.00) for full payment of the estimated project cost for Locally Funded project number 218630-2-22-01. The advance deposit shall be the total estimated project cost. The DEPARTMENT may utilize this deposit for payment of the costs of the PROJECT.
- 6. 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 5.
- 7. If the negotiated amount of compensation with the consultant is in excess of the advance deposit amount, the COUNTY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT that negotiations are complete, so that the total deposit is equal to the negotiated amount. The DEPARTMENT will notify the COUNTY as soon as it becomes apparent the negotiated amount is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation on final accounting as

provided herein below. If the COUNTY cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The COUNTY understands the request and approval of the additional time could delay the PROJECT, and additional costs may be incurred due to a delay of the PROJECT.

- 8. If the negotiated amount is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the negotiated amount if such refund is requested by the COUNTY in writing.
- 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 the PROJECT. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will overrun the negotiated 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 Section 55.03, F.S.
- 10. All PROJECT cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) 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 amount of final, total project costs pursuant to the terms of this AGREEMENT is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY.
- 11. In the event the amount of final, 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 Section 55.03, F. S., 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 Three Party Escrow Agreement between 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:

Public Works Department Escambia County Attn: Joy D. Blackmon, P.E. 3363 W. Park Place Pensacola, Florida 32505

FOR THE DEPARTMENT

Florida Department of Transportation Attn: District Program Development Manager 1074 Highway 90 Chipley, Florida 32428 14. 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.

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 set out 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Ву:	Ву:		
Name: Steven Barry	James T. Barfield, P.E. District Secretary, District Three		
Title: Chair			
Date:	Date:		
Attest: Pam Childers	Attest:		
Clerk of the Circuit Court	Executive Secretary (SEAL)		
Deputy Clerk (SEAL)			
Approved as to form and legal sufficiency:	Legal Review:		
County Attorney (Office of the General Counsel		
Date: 8/8//	Date:		



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8808 County Administrator's Report 10. 4.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Supplemental Joint Participation Agreement Number 1 for Transit

Urban Corridor Project on Davis Highway

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Public Transportation Supplemental Joint Participation

Agreement Number 1, Providing Fiscal Year 2015/2016 Funding to Escambia County Area

Transit for the Transit Urban Corridor Project on Davis Highway - Joy D. Blackmon, P.E., Public

Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation, Public Transportation Supplemental Joint Participation Agreement (JPA), Number 1, Financial Project Number 4222601 84 01, providing Fiscal Year 2015/2016 funding to Escambia County Area Transit (ECAT) for the Transit Urban Corridor Project on Davis Highway:

A. Approve the Supplemental JPA Number 1, Financial Project Number 4222601 84 01, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$420,000, for Fiscal Year 2015/2016 funding to ECAT for the Transit Urban Corridor Project on Davis Highway;

- B. Adopt the Resolution authorizing the acceptance and application of these funds; and
- C. Authorize the Chairman to execute the Resolution, Public Transportation Supplemental JPA, and all other required documents pertaining to this JPA, including Notifications of Funding, without further action of the Board.

With the Davis Highway north/south corridor considered one of the most traffic-congested areas in the Pensacola area, the Florida Department of Transportation has agreed to continue funding the Transit Urban Area Corridor Project to increase mass transit service in an effort to alleviate the current traffic congestion. The JPA will provide mass transit operations funding for ECAT in Fiscal Year 2015/2016. Funds are allocated to mass transit systems by FDOT annually and must be accepted by the receiving agency.

[Funding: Funds are budgeted in Fund 104, "Mass Transit"]

BACKGROUND:

With the Davis Highway north/south corridor considered one of the most traffic-congested areas in the Pensacola area, the Florida Department of Transportation has agreed to continue funding the Transit Urban Area Corridor Project to increase mass transit service in an effort to alleviate the current traffic congestion. The JPA will provide mass transit operations funding for ECAT in Fiscal Year 2015/2016. Funds are allocated to mass transit systems by FDOT annually and must be accepted by the receiving agency.

BUDGETARY IMPACT:

There will be no additional costs to the county with this JPA. The \$420,000 funded by this JPA is a recurring FDOT contribution and therefore is included in the Fiscal Year 2015/2016 budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the resolution and JPA as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Funds cannot be utilized until the Resolution and the JPA have been approved and executed by the Board.

IMPLEMENTATION/COORDINATION:

ECAT staff will continue to coordinate with the Florida Department of Transportation staff to complete all implementation requirements.

Attachments

Supplemental JPA #1
Resolution
BCC Action 082114

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION

SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number 1

725-030-07 PUBLIC TRANSPORTATION 12/14

age 1 of 4

Financial Project Ne(s):				
4222601 84 01	Fund: DDR		FLAIR Category: 08877	74.
	Function: 680		Object Code: 751000	
	Federal No.:		Org. Code: 5503202033	29
(item-segment-phase-sequence)	DUNS No.: 80-939-710	2	Vendor No.: F5960005	98007
Contract No.: ARL63				,
Catalog of Federal Domestic Assista	nce Number:	Catalog of Sta	ite Financial Assistance Numbe	r: 55013
CFDA Title:		CSFA Title:	Transit Urban Corridor	
THIS AGREEMENT, made	and entered into this	day of		
by and between the STATE OF FI	ORIDA DEPARTMENT	OF TRANSPOR	RTATION, an agency of the S	State of Florida,
hereinafter referred to as the Department	artment, and Escambia	County Board o	of County Commissioners	
221 Palafox Place, Pensacola Flor	ida 32502			
hereinafter referred to as Agency.				
	WITNE	SSETH:		
WHEREAS, the Department	and the Agency heretofo	re on the 26th	day of September	2014
entered into a Joint Participation A	greement; and			
WHEREAS, the Agency des	ires to accomplish certain	project items a	as outlined in the Attachment	"A" appended
hereto; and			9	
WHEREAS, the Department	desires to participate in a	ll eligible items	for this project as outlined in	Attachment
"A" for a total Department Share o	f \$820,000.00			
NOW, THEREFORE THIS II	NDENTURE WITNESSET	TH: that for and	in consideration of the mut	al benefits to flow
from each to the other, the parties	hereto agree that the abo	ve described J	oint Participation Agreement	is to be amended
and supplemented as follows:	anaan, e ⊌ e promo e di migra		A Committee of the Comm	in a marine series of the second
and the state of the first of the state of t				

1.00 Project Description: The project description is amended to provided continued funding for the Transit Urban Corridor identified in Exhibit A. Description remains the same.

Pege	ń,	ė	,	
Hege	20)[۶,	

2.00 Project Cost:	
Paragraph 3:00 of said Agreement is X	increased/ decreased by \$420,000.00
bringing the revised total cost of the proje	ect to \$820,000.00
Paragraph 4.00 of said Agreement is	increased/ decreased by \$420,000.00
bringing the Department's revised total co	ost of the project to \$820,000.00
3.00 Amended Exhibits:	
Exhibit(s)	of said Agreement is amended by Attachment "A",
4.00 Contract Time:	
Paragraph 16.00 of said Agreemer	nt December 31st 2016

5.00 E-Verify

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.

Page 3 of 4	Page	3 of	4	
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4222601 84 01

ARL63

Financial	Duniant	A1 / \
- manciai	Project	NOCEL
i ii i i i i i i i i i i i i i i i i i	1 101000	110101

Contract No.

	Agreement Date
Except as hereby modified, amended or changed, a and any subsequent supplements shall remain in full force	Il other terms of said Agreement dated September 26th 2014 and effect.
IN WITNESS WHEREOF, the parties hereto have of above written.	caused these presents to be executed, the day and year first
AGENCY	FDOT
Escambia County Board of County Commissioners AGENCY NAME	See attached Encumbrance Form for date of Funding Approval by Comptroller
Steven Barry SIGNATORY (PRINTED OR TYPED)	LEGAL REVIEW DEPARTMENT OF TRANSPORTATION
SIGNATURE	DEPARTMENT OF TRANSPORTATION
Chairman THTLE	TITLE
ATTEST: Pam Childers Clerk of the Circuit Court	
By: Deputy Clerk	

Approved as to form and legal sufficiency.

By/Title: Date:

4222601 84 01

Financial Project No(s)

Contract No.	ARL63		
Agreement Dat	8	l'	

ATTACHMENT "A" SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County Board of County Commissioners 221 Palafox Place, Pensacola Florida 32502

dated

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

to provided continued funding for the Transit Urban Corridor identified in Exhibit A. Description remains the same.

İ,	Project Cost	As Approved	As Amended	Net Change
		\$400,000.00	\$820,000.00	\$420,000.00
	Total Project Cost	\$400,000:00	\$820,000.00	\$420,000.00
II.	Fund Participation:	As Approved	As Amended	Net Change
	Department:	\$400,000.00	\$820,000.00	\$420,000.00
	Agency:	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
	Total Project Cost:	\$400,000.00	\$820,000.00	\$420,000.00

Comments:

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 FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by The Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and by the Federal Administration Act of 1964, as amended; and

WHEREAS, the Florida Department of Transportation has indicated a willingness to participate in a Supplemental Joint Participation Agreement Number 1 for Project Number 4222601 84 01 providing \$420,000 in Transit Urban Corridor funds for transit operating costs associated with ECAT's Urban Corridor Project on the Davis Highway route included in the Escambia County Mass Transit Operation's Budget for FY15/16.

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

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

<u>Section 2.</u> That the Board of County Commissioners approves the Supplemental Joint Participation Agreement Number 1 for Project Number 4222601 84 01 between the State of Florida Department of Transportation and Escambia County providing for Transit Urban Corridor operating assistance and authorizes the Chairman to sign all required documents.

<u>Section 3.</u> That this Resolution shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners of Escambia County, Florida.

ADOF	PTED THISDAY	OF2015.		
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA		
		Steven Barry, Chairman		
ATTEST:	Pam Childers Clerk of the Circuit	Court	Approved as to form and legal sufficiency.	
	Deputy Clerk		By/Title: Alah A	

8/21/2014 CAR II-28

RESOLUTION NUMBER R2014-93

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by The Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and by the Federal Administration Act of 1964, as amended; and

WHEREAS, the Florida Department of Transportation has indicated a willingness to participate in a Joint Participation Agreement 4222601 84 01 Providing \$400,000 in Urban Corridor funds for transit operating cost associated with Escambia County Area Transit's Urban Corridor Project on Davis Highway route included in the Escambia County mass transit operation budget for FY 14/15.

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

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

<u>SECTION 2.</u> That the Board of County Commissioners approves the Joint Participation Agreement 4222601 84 01 between Florida Department of Transportation and Escambia County providing for Urban Corridor transit operating assistance and authorizes the Chairman to sign all required documents.

SECTION 3. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this 21st day of august 2014.

Approved as to form and legal sufficiency/\(\frac{1}{2}\)

By/Title:

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

LOCAMBIA COUNTY, LEONIDA

Lumon J. May, Chairman

ATTEST:

Date: Phylopy Verified By: Careu-

Pam Childers

Clerk of the Circuit Court

Deputy Clerk

Date Executed



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6561 County Administrator's Report 16. 28.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/21/2014

Issue: Joint Participation Agreement (JPA) for the Urban Corridor Project on

Davis Highway

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Joint Participation Agreement, Providing Additional Fiscal Year 2014/2015 Funding to Escambia County for the Urban Corridor Project on Davis Highway - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Public Transportation Joint Participation Agreement (JPA), Financial Project Number 4222601 84 01, Providing Additional Fiscal Year (FY) 2014/2015 Funding, to Escambia County for the Urban Corridor Project on Davis Highway:

A. Approve the JPA, Financial Project Number 4222601 84 01, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$400,000, for FY 2014/2015 Funding to Escambia County for the Urban Corridor project on Davis Highway;

B. Adopt the Resolution authorizing the acceptance and application of these funds; and

C. Authorize the Chairman to execute the Resolution, the JPA, and all other required documents pertaining to this JPA, including Notifications of Funding, without further action of the Board.

[Funding: There will be no additional costs to the County with this JPA. This JPA requires no match]

BACKGROUND:

The Davis Highway north/south corridor is considered to be one of the most traffic-congested in the Pensacola area; therefore, FDOT has agreed to continue funding for this urban area corridor project to increase mass transit service in an effort to alleviate the current traffic congestion. This JPA increases funds for this urban corridor this fiscal year. Funds are allocated to mass transit systems by FDOT annually

and must be accepted by the receiving agency.

BUDGETARY IMPACT:

There will be no additional costs to the County with this JPA. This JPA requires no match.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Resolution and JPA as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This action complies with the Board's policy of providing safe, efficient, and comfortable mass transportation services to the citizens of Escambia County

IMPLEMENTATION/COORDINATION:

ECAT staff will continue to coordinate with Florida Department of Transportation staff to complete all implementation requirements.

A STATE OF THE PROPERTY OF THE	
Attachments	
<u>JPA</u>	
Resolution	

Date: 8197/3014 Verified By: Concur

Escambia County Cierk's Original

8/21/2014 CAR II-28

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

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Financial Project Number(s): (tem-segment-phase-sequence)	Fund: DDR	FLAIR Category.: 088774
(Rem-segment-phase-sequence) 4222601 84 01	Function: 680	Object Code: 750013
	Federal Number:	Org. Code: 55032020329
Contract Number:	DUNS Number: 80-939-7102	Vendor No.: F596000598007
CFDA Number:	Agency DUNS Number: 075079673	CSFA Number: 55013
CFDA Title:		CSFA Title: Transit Urban Corridor
THIS AGREEMENT, made a	and entered into this day of	SEP 2 6 2014 ,
by and between the STATE OF FL	ORIDA DEPARTMENT OF TRANSPOR	TATION, an agency of the State of Florida,
hereinafter referred to as the Depa	rtment, and Escambia County Board of	County Commissioners
221 Palafox Place, Pensacola, Flor	ida 32502	
		all terms of this Agreement will be completed
on or before 12/30/2016	and this Agreement will e	expire unless a time extension is provided
in accordance with Section 16.00.		
	WITNESSETH:	
and the Department has been gran	thority to enter into said Agreement and t ted the authority to function adequately in and balanced transportation system and	o undertake the project hereinafter described all areas of appropriate jurisdiction including is authorized under
Florida Statutes, to enter into this A	greement.	·
NOW, THEREFORE, in considerati as follows:	on of the mutual covenants, promises an	d representations herein, the parties agree
1.00 Purpose of Agreem	ent: The purpose of this Agreement is	
to provide transit funding for Urban	Corridor project on Davis Highway State	Road 291 in Pensacola, Florida.

and as further described in Exhibit(s) A, B, C, & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

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2.00 Accomplishment of the Project:

- 2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.
- 2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so regulate.
- 2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.
- 2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.
- 3.00 Project Cost: The total estimated cost of the project is \$ 400,000 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.
- **4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$\frac{400,000}{\text{in Exhibit "B", whichever is less.}}\$ as detailed in Exhibit "B", or in an amount equal to the
- **4.10 Project Cost Eligibility**: Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:
 - (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
 - (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
 - (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
 - (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.
- **4.20 Front End Funding**: Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

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5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

6.00 Accounting Records:

- 6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish Independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- **6.30 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.
- **6.40 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, involces, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
- 6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.
- 6.60 Audit Authority: In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do 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 state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

6.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, onsite visits by Department staff, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. The Agency 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 Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

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6.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

- 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 "D" 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.
- 3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from 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: If the Agency is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:
- 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 entitles) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" 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 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.
- 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(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 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 the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from non-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

1. The Agency 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.

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2. 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 Comptroller, 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

- Coples of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, and required by Section 7.62 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 the following address:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0405 Email: FDOTSingleAudit@dot.state.fl.us

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

- 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 Section 7.62 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, Florida 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 the following address:

Florida Department of Transportation Office of Comptroller, MS 24

605 Suwannee Street

Tallahassee, Florida 32399-0405

Email: FDOTSingleAudit@dot.state.fl.us

- Copies of financial reporting packages required by Section 7.62 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 the following address:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 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

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- 4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at the following address:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 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 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised 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 Agency in correspondence accompanying the reporting package.
- 6.63 Record Retention: The Agency 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, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the 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.
- **6.64 Other Requirements:** If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.
- **6.65 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Acti	ion by the Agenc	y: In order to obtain any Depa	artment funds, the Agency shall file	with the Department
of Transportation,	District Three	Public Transportation Office	1074 Highway 90 East, Chipley	, FL,
32428			y the Department, and any other d	
the project accour	nt (as defined in Pa	aragraph 6.10 hereof) to Justify	and support the payment requisit	ions.

- 7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.
- 7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- 7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

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- 7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.
 - 7.15 For real property acquired, submit;
 - (a) the date the Agency acquired the real property,
 - (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
 - a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.
- 7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:
- 7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
- **7.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;
- 7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;
 - 7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein:
- **7.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or
- 7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."
- 7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.
- 7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.
 - 8.00 Termination or Suspension of Project:
- 8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

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- 8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- **8.12** The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency 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 in conjunction with this Agreement.
- 9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Translt Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

- 10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.
- 10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

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10.30 Disadvantaged Business Enterprise (DBE) Policy:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

- 11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.
- 11.20 Title VI Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.
- 11.30 Title VIII Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.
- 11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

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11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

- 12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.
- 12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.
- 12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- 12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.
- 12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.
- 12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

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- 12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.
- 12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.
- 12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

- 13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:
- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the Intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

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15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

- 16.00 Expiration of Agreement: The Agency agrees to complete the project on or before

 12/30/2016 . If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development . Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.
- 16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.
- 17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, 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 by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

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20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

- 21.00 Public Entity Crime: 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 s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- **22.00 Discrimination**: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit blds 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.

23.00 E-Verify:

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.

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IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY	FDOT
Escambia County Board of County Commission AGENCY NAME	DEPARTMENT OF TRANSPORTATION
Lumon J. May	
SIGNATORY (PRINTED OR TYPED)	TITLE
SIGNATURE May	LEGAL REVIEW
	DEPARTMENT OF TRANSPORTATION
Chairman	See attached Encumbrance Form for date of Funding
TITLE	Approval by Comptroller
Approved as to form and local	Date Executed

8/21/2014

sufficiency

Approved as to form and legal

BCC Approved 08-21-2014

FINANCIAL PROJECT NO. 4222601 84 01

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County Board of County Commissioners.

PROJECT LOCATION: Escambia County

PROJECT DESCRIPTION/SCOPE: To provide operational funding for increased transit fixed route service on Davis Highway, SR291, urban corridor, to reduce congestion. This funding provides 100% of the operating cost of public transportation services associated with the urban corridor as identified in the Congestion Management Plan.

<u>Deliverables:</u> Agency shall demonstrate the establishment, development and operation of the services as described in the Scope above by submitting invoices for reimbursement in the form and manner, and with the supporting documentation required, by the Department including without limitation Agency's Eligible Net Operating/Capital Costs (as defined in FDOT Procedure No. 725-030-003). Such invoices shall be submitted at such times as the Department may require.

Additional Requirement:

- Project must be submitted in TransCip
- Annual Technical Advisory Group meeting in accordance with Procedure 725-030-003
- Quarterly reports, including ridership and goals, milestones, are to be submitted through TransCip.
- Relevant pages from the TDP and Congestion Management System/Mobility Plan
- Final report to be submitted through TransCip upon completion to include summarizing of the success, problems, and recommendations.
- Detailed budget that delineates all operating expenses with the project, clearly defines the
 expenses associated with the project as it relates to the Corridor funding.

SPECIAL CONSIDERATIONS BY AGENCY: See Exhibit "C".

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project number and the Federal Identification number, where applicable and the amount of state funding actions (receipt and disbursement of funds) and any federal or local funding actions and the funding action from any other source with respect to the project.

In accordance with 12.10, Third Party contracts must be approved by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT: See Exhibit "C".

Third Party agreement between Escambia County Board of County Commissioners and First Transit, Inc. is hereby approved.

FINANCIAL PROJECT NO. <u>4222601 1 84 01</u>

EXHIBIT "B" PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County.

PROJECT ESTIMATED AND PROGRAMMED BUDGET:

I.	PROJECT COST:				\$ 400,000
	TOTAL PROJECT COST:				\$ 400,000
II.	PARTICIPATION:				
	Maximum Federal Participa	ation			
	FTA, FAA	(%) or	\$
	Agency Participation				
	In-Kind		(%)	\$
	Cash	Local	(%)	\$
	Other	Fare Box			\$
	Other				\$
	Maximum Department Participation State or				
	(DS)(DDR) (100%)				\$400.00
	Federal Reimbursable (DU)	(FRA)(DFTA	(%)(x	or	\$
	Local Reimbursable (DL)		(%) or	\$
	TOTAL PROJECT COST			·····	\$ 400,000

FINANCIAL PROJECT NO. 4222601 84 01

EXHIBIT "C"

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County

The requirements listed in this exhibit apply to projects funded under the authority given in *Florida Statutes*, 341.051.

Must meet the requirements set forth in the Department Procedure 725-030-003

All submittals required by the Articles of this Agreement with further explanation on the following:

In accordance with Florida Statute 341.061, and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan and System Security Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

EXHIBIT D FINANCIAL PROJECT NO. 4222601 84 01

FEDERAL RESOURCES	
Federal Agency Amount	Catalog of Federal Domestic Assistance (Number & Title)
Campliance Requirements	
Compliance Requirements	
1.	
2.	
3.	
STATE RESOURCES	
State Agency Amount \$400,000.00	Catalog of State Financial Assistance (Number & Title) 55013
Compliance Requirements	
1. See Attachment 1	
2. See Exhibit D	
3.	
Matching Resources for Feder	al Programs
Federal Agency Amount	Catalog of Federal Domestic Assistance (Number & Title)
Compliance Requirements	
1	
2.	
3. NOTE: Section .400(d) of OMi require that the information of provided to the recipient.	B Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, about Federal Programs and State Projects included in Exhibit D be

Attachment 1

To fund the most cost-effective method of relieving congestion and improving capacity within the identified corridor. As funding allows, this program will consider improvements on facilities designed to prevent them from becoming constrained. (Procedure Topic 725-030-003-e, GENERAL)

Program Procedures:

Compliance Regulrement:

Activities Allowed:

Department participation shall be based on documentation provided by the Department that the project is the most cost-effective method of relieving congestion and Improving capacity within the Identified corridor. As funding allows, this program will consider improvement on facilities designed to prevent them from becoming constrained. Priority for funding of projects will be given to existing projects currently meeting the goals and objectives set by the department. (Procedure Topic 725-030-003-e, GENERAL)

In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.

Services necessary to plan and execute a transit corridor project include, but are not limited to:

- 1) development of Transit Corridor Plans;
- design and construction or installation oversight of project facilities and

improvements;

- 3) providing guidance and administrative support to the Technical Advisory Group during
- planning and implementation of the project; and-
- 4) development of marketing and public relations activities.

Capital acquisition and investments based on study findings and as agreed to by the project Technical Advisory Group, including but not limited to:

- rolling stock such as buses, vans, light rail vehicles and other high occupancy vehicles:
- purchase of land for installation of project facilities and right of way for transportation corridor improvements;
- construction and installation of facilities, such as Park and Ride lots, shelters and stations; and.
- transportation corridor improvements such as turn lanes, traffic controls, and exclusive lanes or facilities for high occupancy vehicles.

Operational costs including but not limited to:

- 1) pre-service preparation;
- 2) services operating deficits;
- 3) marketing and public relations;
- 4) project administration;
- 5) security and traffic control;
- 6) equipment and project leases, including appraisals;
- 7) commuter transportation services;
- 8) carpool and vanpool activities; and
- 9) other Transportation Demand Management strategies targeting employers along the

corridor or legitimate costs deemed appropriate by the district office. (Department

Procedure Topic Number 725-030-003(1))

Escambia	County	BCC

certifies the Third Party contract(s)

Approved as to form and legal

sufficiency.

(Agency)

has been procured in accordance with Chapter 287, Florida Statues, Chapter 60A Florida Administrative Code and/or Federal Transit Administration (FTA) Best Practices Procurement Manual.

Board of County Commissioners

Escambia County, Florida

Lumon J. May, Chairman/

Date Executed

8/21/2019

ATTEST: Pam Childers

Clerk of the Circuit Court

Deputy Clerk

BCC Approved 08-21-2014

Procurement Guidance for Transit Agencies

These guidelines comply with 49CFR 18.36, FTA C 4220.1F, Chapter 3 and Florida Statutes ,

Escambia County BCC	_ complies with the federal, state, and local		
regulations.			
-	herein reflect applicable clauses and purchasing trement method used Federal certifications and		
•	vill conform to All applicable federal and state laws.		

Board of County Commissioners Escambia County, Florida

Lumon J. May, Chairman

287.

ATTEST: Pam Childers

Clerk of the Circuit Court

Donuty Clark

BCC Approved 08-21-2014

Approved as to form and legal sufficiency.

By/Title

TO: PT329KR@dot.state.fl.us 10320670 SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT ARL63

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

Method of Procurement: G Contract #ARL63 Contract Type: AH Vendor Name: ESCAMBIA COUNTY Vendor ID: VF596000598007 Beginning date of this Agmt: 09/22/14 Ending date of this Agmt: 09/30/16 Contract Total/Budgetary Ceiling: ct = \$400,000.00 ************** Description: Transit Urban Corridor ************* ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA (FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR (FISCAL YEAR) *BUDGET ENTITY *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS AMENDMENT ID *************** Action: ORIGINAL Funds have been: APPROVED 55 032020329 *PT *750013 * 400000.00 *42226018401 *680 * *55100100 *088774/15 2015 *0001/04 0001 TOTAL AMOUNT: *\$ 400,000.00 * _____

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER

DATE: 09/10/2014



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8693 County Administrator's Report 10. 5.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Pensacola Beach Congestion Management Plan & Pensacola Beach

Master Plan Drainage Projects

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Pensacola Beach Congestion Management Plan and the Pensacola Beach Master Plan Drainage Projects - Joy D. Blackmon, P.E., Public Works Department Director

That the Board consider the following action concerning the Pensacola Beach Congestion Management Plan and the Pensacola Beach Master Plan Drainage Projects:

A. Authorize the transfer of funds from the Local Option Sales Tax (LOST) Reserves Cost Center 110267 to the Transportation and Drainage Cost Center 210107, in the amount of \$450,000, to fund the Pensacola Beach Congestion Management Plan;

- B. Authorize the transfer of funds from the LOST Reserves Cost Center 110267 to the Transportation and Drainage Cost Center 210107, in the amount of \$1,250,000, to fund the Pensacola Beach Master Plan Drainage Projects; and
- C. Authorize the Public Works staff to begin the Request for Letters of Intent (RLI) purchasing procurement process for the Pensacola Beach Congestion Management Plan and to begin the purchasing procurement process for the Pensacola Beach Master Plan Drainage Projects.

[Funding: It is anticipated that the Congestion Management Plan will cost \$450,000, and the design and construction of the Master Plan Drainage Projects will cost \$1,250,000, which would decrease the LOST Reserves Cost Center 210107 by \$1,700,000]

BACKGROUND:

Several studies have been conducted regarding traffic and parking in the Pensacola Beach Core Area. In addition, the Santa Rosa Island Authority (SRIA) commissioned a professional design and planning firm, EDSA, to complete a Beach Master Plan (dated March 2010). Now, Escambia County Public Works staff is seeking an engineering firm to evaluate and update the existing Pensacola Beach Master Plan (attached herein), perform design services for several short-term congestion improvements at Pensacola Beach listed in the Scope of Services (attached herein), and develop a long-term capital program to improve beach access and alleviate traffic congestion.

The Master Plan offered recommendations for improvements on the entire Island, including the Core Area. The main goal in the Pensacola Beach Core Area was to create a beach-to-bay pedestrian connection. To accomplish this goal, it was recommended that a distinct separation of pedestrian and vehicular traffic was of utmost importance. In February 2011, Escambia County contracted with Baskerville-Donovan, Inc. to develop an Engineering Master Plan based on the Beach Conceptual Master Plan approved by the SRIA. A Final Report titled: Engineering Assessment of Pensacola Beach Master Plan: Feasibility, Funding, and Phasing was completed in February 2012.

The short-term improvements proposed in the attached Congestion Management Plan do not necessarily address long-term needs for intersection improvements at the signalized intersection of Via DeLuna Drive and Fort Pickens Road; however, the improvements will offer immediate pedestrian and vehicular traffic congestion relief until such time that the long-term improvements are designed and constructed in the Core Area.

The Pensacola Beach Master Plan Drainage Projects are listed below with respective approximate cost estimates:

Rio Vista, Corto, and Largo Drainage – Design = \$50,000; Construction = \$500,000 Via DeLuna Side Road Connection Drainage – Design = \$50,000; Construction = \$200,000 Calle Juela Drainage – Design = \$20,000; Construction = \$50,000 Calle Traviesa Drainage – Design = \$20,000; Construction = \$50,000 Siguenza Drive Drainage – Design = \$20,000; Construction = \$50,000 Casino Beach Parking Lot Drainage - Design = SRIA to fund; Construction = \$240,000

BUDGETARY IMPACT:

It is anticipated that the Congestion Management Plan will cost \$450,000, and the design and construction of the Master Plan Drainage Projects will cost \$1,250,000, which would decrease the LOST Reserves Cost Center 210107 by \$1,700,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be required.

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, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Escambia County, SRIA, and local stakeholders will coordinate efforts. Upon approval of this Recommendation, the Office of Management & Budget will transfer the funds to the Transportation and Drainage Cost Center to begin the Purchasing procurement process.

Attachments

<u>RLI</u>

Master Plan

Escambia County Florida Request for Letters Of Interest Proposer's Checklist

Pensacola Beach Core Area Identification Number PD xx-xx.xxx

Per The Terms and Conditions of PD 02-03.079

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 must be received by the office of purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: http://submittals.myescambia.com/

- Letter Of Interest (PDF)
- GSA Standard Form 330
 - Part II (PD 02-03.079, Professional Services As Governed by Florida Statute 287.055, provide if not already submitted
 - Part I

PDF1 These forms are available as editable PDF documents from the website (links to these and other forms can be found at the end of this document).

The Following Submittals Are Required Upon Notice Of Award:

Certificate Of Insurance (provide if not submitted electronically)

How To Submit A No Proposal

If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

Engineering Services for Pensacola Beach Core Area Solicitation Identification Number PD 10-11.005 Per The Terms and Conditions of PD 02-03.079

I. INFORMATION PACKAGE

Escambia County is seeking an engineering firm to begin design services for improvements at Pensacola Beach. The general goal is to implement a short term improvement program, update existing Pensacola Beach Master Plan, and develop a long term capital program to improve beach access and alleviate traffic congestion.

Background:

Several studies were conducted regarding traffic and parking in the Pensacola Beach Core Area. In addition, the Santa Rosa Island Authority (SRIA) commissioned EDSA to complete a Beach Master Plan Study, which was adopted March 2010. The Master Plan offered recommendations for improvements to the entire Island including the Core Area. The main goal in the beach core area was to create a beach to bay pedestrian connection. To accomplish this goal it was recommended the separation of pedestrian and vehicular traffic. In February 2011, Escambia County contracted with Baskerville-Donovan, Inc. to develop an Engineering Master Plan based on the Beach Conceptual Master Plan approved by the SRIA. A Final Report titled: *Engineering Assessment of Pensacola Beach Master Plan: Feasibility, Funding, and Phasing* was completed in February 2012.

Scope of Services:

SHORT TERM IMPROVEMENTS

Escambia County requests that the firm review the Pensacola Beach Master Plan produced by EDSA (attached herein), and provide an update to said Master Plan. The Master Plan Update will require at least 3 Public Workshops/Meetings (Kick-Off, Progress, and Final). Following the 3 public workshops, the firm is to present the final draft of the Master Plan update to the SRIA Regular Board for review and adoption, then the Board of County Commissioners for final review and adoption.

The County understands that the short term solutions proposed herein may not meet the vision of the Master Plan Study or address long term need for intersection improvements. These activities are designed to alleviate some immediate needs and provide base information for long term improvements. There are several items that will be evaluated and will require the firm to meet with County staff to discuss each below listed improvement; however, several of the below bulleted items will be conceptually designed, whereas others will be fully (100%) designed. The County is requesting that the firm build a construction cost estimate for all the bulleted items. Also, for the 100% designed improvements, the firm will prepare any necessary permits, prepare bid documents, attend pre-bid conference, respond to bidder questions and prepare any necessary addenda as well as evaluate the received bids as part of the short term improvement plan. The short term improvements may include, but not limited to:

- Internal Traffic Modifications and Ingress/Egree to Casino Beach (100% design)
- Internal Traffic Modifications to Circle K Parking Lot with removal of stormwater pond (100% design)
- Pedestrian Crossing enhancements along Fort Pickens and Via DeLuna including RRFB's (Conceptual Design)
- Hot Right/Extending Southbound Right Turn onto Fort Pickens (inclusion of traffic separators/delineators). If the extension requires the removal of the "old" Visitor Information Center, the consultant must discuss removal/relocation options with the current leaseholder for the facility. (Conceptual Design)
- Dual Right turns into Casino Beach Parking @ Sideline's (100% Design)
- Park and Ride / Tram Service from Pensacola, and/or Gulf Breeze to Pensacola Beach (preliminary analysis/feasibility) (100% Design)
- Evaluate remote control of Via de Luna / Ft. Pickens traffic light. If alternate timing plan recommended, please produce the new timing plan.
- Trolley Route modifications; evaluate current route system, and offer recommendations for other routes (i.e. 2-3 routes with 1 route solely circulating the Core Area, another route solely traversing Via DeLuna, and another potential route for entire Island) (Conceptual Design)
- Parking: Offer recommendations on parking alternatives for beach guests and beach employees.
 - Trolley or tram service that travels either from Gulf Breeze or another off-Island location onto the Island (i.e. Park East or West) that beach employees and/or guests can park and transport to work. (Conceptual Design)
 - Determine how many parking spaces could be generated from surface parking lot at the current SRIA building location, or another Island location, and approximately how many per floor if a deck were constructed. (Conceptual Design)

LONG TERM IMPROVEMENTS

The long term improvements include traffic congestion relief (Flyover at existing signalized intersection, possible consideration of realignment of SRIA Building egress and construction of signalized intersection coordinated with Fort Pickens / Via DeLuna signal, etc.) pedestrian access, widening and resurfacing of existing shared-use paths on the Island, and parking availability in the core area (e.g. parking deck on SRIA building location, relocation of existing SRIA building, and how many additional parking stalls it will provide). The Beach Master Plan and Traffic studies previously completed offered concepts for intersection improvements, elevated and/or tunneled crosswalks, and elevated roadways with interconnected parking. No decision has been made on how to advance concepts, including funding sources; however, the consultant is to identify all potential internal/external funding sources to develop the long term capital improvement program. Design fees for these tasks will be negotiated as tasks are identified and funding is available.

The selected consultant team may need to assemble and prepare a survey of

existing conditions, geo-technical information, location of existing utilities, updated traffic and parking study, etc.

- Include an assessment of existing and future storm drainage for the area.
- Include an assessment of potential storm damage, and whether existing building codes are sufficient for this work.
- Prepare preliminary engineering of recommended improvements in sufficient detail to further refine and estimate detailed design and construction costs for improvements.
- Identify and assess vehicle and pedestrian infrastructure improvements and any alternatives per standard engineering practices.
- Report the expected functional "level-of-service" for each infrastructure improvement, including for the peak seasonal time period.
- As part of this preliminary design, include an assessment to the impact/benefit to the community for each strategic improvement project.
- As part of the planning and design process, prioritize potential improvements.
- Estimate a timetable for predicted infrastructure improvements as they are needed, per standard engineering practices.
- Limit construction to the off-season period.
- Prioritize and schedule all proposed improvements. Include an alternative schedule that could serve as a "pay-as-you-go" plan.
- Include a discussion of expected funding.
- Coordinate and conduct a public meeting to discuss construction status and the proposed plan for future improvements.
- Assist Escambia County in securing all necessary local, state, and federal permits for the proposed improvements.
- Assist Escambia County in construction related activities for the proposed improvements.
- Negotiate fees and prepare plans for later phases as indicated previously

Initial Conceptual Design Estimate> \$XXX,XXX.XX

Anticipated Disciplines (Function Codes SF 330) for this project

Code	Description
12	Civil Engineer
18	Cost Engineer/Estimator
24	Environmental Scientist
29	Geographic Information System Specialist
38	Land Surveyor
39	Landscape Architect
47	Planner: Urban/Regional

Anticipated Experience Categories (Profile Codes SF 330) for this project

Code	Description		
P05	Planning (Community, Regional, Areawide and State)		
C07	Coastal Engineering		
C18	Cost Estimating; Cost Engineering and Analysis;		
	Parametric Costing; Forecasting		
E09	Environmental Impact Studies, Assessments or Statements		
E10	Environmental and natural Resource Mapping		
H07	Highways; Streets; Airfield Paving; Parking Lots		
L02	Land Surveying		
L03	Landscape Architecture		
E11	Environmental Planning		

I. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

Government Forms Software: http://submittals.myescambia.com/

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with two additional sections as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. Onsite presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

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.

II. FIRMS' EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

Points 30

1. Experience with Costal Environment roadway and drainage design. The firm's experience preparing roadway, pedestrian, and designs & master planning for Escambia County and Pensacola Beach Development is a consideration. The firm should be familiar with the Santa Rosa Island Authority and Escambia County goals and objectives based on Past Planning and Transportation Studies. Does the firm have experience preparing coastal studies, traffic analysis and/or drainage designs for Escambia County or other municipalities?

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- 2. The Firm will need to demonstrate past and/or recent experience with master plan development for commercial and residential construction phased projects. Ability to provide construction cost estimates for each phase based on reliable resources.
- 3. The Firm must provide documentation of any minor and major projects that involve coastal environmental issues and solutions. (10)
- 4. Ability to handle permitting and utility coordination. The firm shall be familiar 10 with Environmental Resource Permitting requirements of the Northwest Florida Water Management District, as well as the requirements of Florida Department of Environmental Protection, and the Army Corps of Engineers. The firm's response should demonstrate such experience in their response. The firm should also be familiar with and have an understanding of the utility companies that may be impacted during the design and construction of the project.

15

5. Past record and performance, background experience & technical expertise of firm & individual team members. Past records of performance shall be considered in the selection criteria. Consultant evaluation records should be of a positive nature. Any negative consultant evaluations reflecting poor performance should be strongly considered with a low ranking. The firms should also be ranked based upon the record of performance reflected in their response. A firm without any past Escambia County evaluation records should not reflect a poor score. Record of performance should be clearly documented in their response. The qualifications of the firm and individuals within the firm shall be considered with respect to the GSA Codes identified above for this project. The primary Civil Engineering discipline (function code 12), CADD Technician discipline (function code 08), and experience category for designing Stormwater Handling and Facilities (profile code S13) are a requirement of the firm. Firm needs to also have the capability to work with survey data provided by the County's Surveying Division having staff knowledgeable in surveying and CADD. Secondary GSA codes listed above should improve the firms ranking scores, but not all of the secondary codes are necessarily a requirement of the firm.

- 6. Ability to communicate effectively with County and Santa Rosa Island
 Authority Staff, Contractors, or Residents, when required. The firm should
 have the ability to effectively communicate with County Staff concerning any
 issues that may arise during design or in the construction phase. The firm
 should have an understanding of general practices of construction to be
 able to communicate with the contractor in the event changes to the plans
 need to be made during the construction phase. The firm should have the
 ability to effectively communicate with the general public throughout all
 phases of the project when they express their concerns of the project.
- 7. Recognition, understanding, capability and resources to perform the services specific to the project. The firm's response should demonstrate a clear understanding of the scope of services for the project. The firm shall have the resources either within the firm or listed as a team member to address all aspects of the GSA Codes listed.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

III. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	
Letters of Interest due date	
Short-Listing Meeting	
Discussions with Short-Listed Firms	
Negotiations with First Ranked Firm	
Board of County Commissioners approval	

IV. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at http://submittals.myescambia.com/

Required items are described below:

1. Letter of Interest (PDF format)

Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually.

2. Standard Form (SF) 330 – Part I (GFS format)

Generated by GovernmentForms.software®, maximum 50 pages, includes:

- Standard Form (SF) 330 Part I, Section A-C
 Page Limit: Typically just 1 page in length
- Standard Form (SF) 330 Part I, Section D Not required by County for this submittal
- Standard Form (SF) 330 Part I, Section E
 Page Limit: 20 pages/resumes
- Standard Form (SF) 330 Part I, Section F Page Limit: 10 pages/projects
- Standard Form (SF) 330 Part I, Section G
 Page Limit: 1 page
- Standard Form (SF) 330 Part I, Section H
 Page Limit: No section limit, although total form length shall not exceed 50 pages.

Requirements for this section (to be included in Letter of Interest):

- Proposers shall include any additional information to represent your firm for consideration.
- 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.



PREPARED FOR:

Santa Rosa Island Authority Escambia County

PREPARED BY:



Adache Group Brandy Marine Fuss & O'Neill Lambert Advisory ORS Outdoor Recreation Specialist Tetra Tech



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Master Plan Report | Pensacola Beach

executive summary

ENSACOLA BEACH, a unique Florida Panhandle beachfront community, is at a crossroads for the future. The opportunity for positive change, while maintaining the overall character of the beach is high; consequently, public support has been overwhelming for the proposed Master Plan that has been developed to change the face of Pensacola Beach. The Santa Rosa Island Authority (SRIA) sought a Master Plan to review and resolve issues related to entry to the beach, the toll booth facilities, traffic, parking, pedestrian access, water ferry transportation, landscape, lighting, nature based tourism, and signage throughout the study area. The Master Planning efforts addressed a study area that is defined to the north by the entry from the bridge to the toll booth, to the west by Fort Pickens, to the east by the National Gulf Islands Seashore and to the south by the beachfront and Gulf of Mexico.

Public input and consensus played a heavy role throughout the Master Plan process. In an effort to help facilitate consensus building, the team advised the SRIA to form a steering committee of local residents and business owners. The SRIA formed a 13 member steering committee to provide guidance to the plan and an extended cross section of input from a diverse group of residents, business owners and stakeholders from the area. The team also held a series of three public workshops and a total of nine public meetings to gather input from the interested residents. In addition to the public meetings, the team also instituted a public survey to allow residents to express their input, concern and opinion regarding the Master Plan direction. Finally, in addition to the public meetings held as part of the Master Plan process, the SRIA held additional public meetings to continue to gather input on the Master Plan process and plan direction.

Master Plan Report Pensacola Beach 03

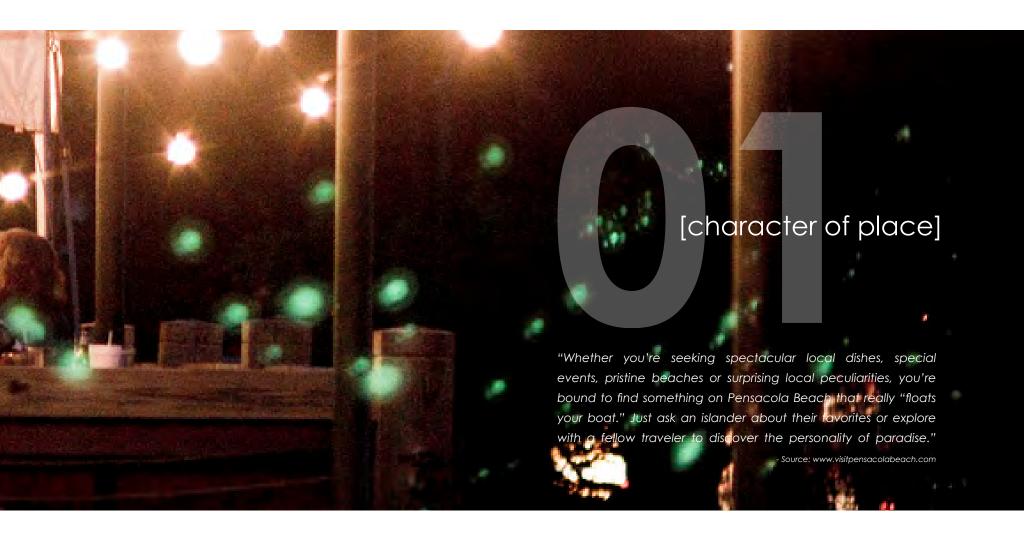


executive summary

As a result of all the public input and the Team Inventory and Analysis of the study area, the Master Plan has an overall emphasis on the core development of the study area. The core area is defined by the entry road to the north and the intersection or cross roads of Via De Luna and Fort Pickens and from the Casino parking lot to the bay. This core area is dominated by residential, retail, hotel and natural amenities, as well as being the most consistently visited area of the beach. A key issue discovered during the planning process is the unique attribute that Pensacola Beach has with the gulf beach to bay connection. Currently, safe pedestrian access from the beach to the bay is difficult, at best; therefore, safe pedestrian access, while improving vehicular flow and pedestrian connections from the beach to the bay, becomes an important guiding principle for the plan. The Master Plan also addresses the entry components to create an arrival sequence and an overall review of the landscape enhancement opportunities associated with the Via De Luna and Fort Pickens streetscapes to the east and west. In addition to these physical planning areas, the Master Plan also incorporates a number of intangible or "software" items specifically related to the plan. These items include eco-based recreation, market/economic analysis, water transportation, and traffic/mobility items. The overarching goal of the Master Plan is to overlay each of these elements to increase the capacity for the beach without compromising the integrity and unique experiences of Pensacola Beach that residents and visitors have grown to embrace. The Master

Plan report creates an overview of the Master Plan process, consensus that was developed, and the vision that has been developed to guide Pensacola Beach forward. This report includes the recommended Master Plan Direction, Order of Magnitude Estimates, Funding Strategies and Next Steps for Implementation. Volume two of the Master Plan report includes all preliminary studies developed during the life of the project, project correspondence from the Team to SRIA Staff; and includes reports and information from the consultant team.





Master Plan Report Pensacola Beach 07

























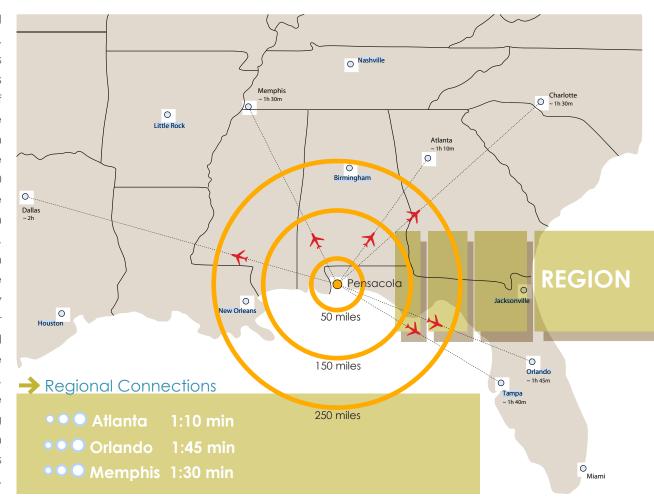
* ALL THE PHOTOGRAPHS ON THIS PAGE HAVE BEEN PROVIDED BY SHARON SOWASH @ SHARONDIPITY PHOTOGRAPHY

[02] character of place identity

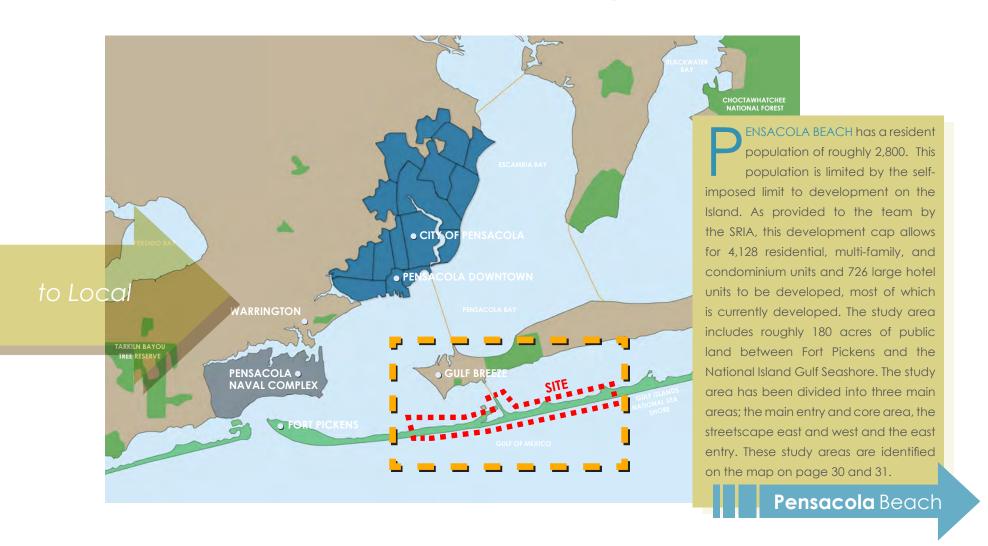
ENSACOLA BEACH IS ONE OF THE JEWELS of Escambia County and is thought of as the resident's beach. The residents spoke plainly about what the identity of Pensacola Beach was to them. The Master Plan seeks to embrace this identity and create a framework to creatively resolve the main challenges that were identified throughout the planning process. This identity was characterized by the natural beach environment, water activities, and the presence of both a Gulf front and Sound or Bayfront experience; all combined with the people, are the key elements that define the overall character and quality of Pensacola Beach. Within the Master Plan, a series of images from Pensacola Beach have been included to help further describe the character and identity of the beach.

Demographics - Residents and visitors are drawn to Pensacola Beach for this unique beach to bay experience. A part of this experience and draw is the presence of two major parks: Fort Pickens National Park and the National Gulf Island Seashore. Pensacola Beach is visited by two main groups of people, residents of Escambia County and Tourists/Visitors. The demographics of these two groups can be further defined to include day trip visitors generally from within an hour drive and overnight visitors who are largely outside of the area. The distribution of these visitors includes residents at 1-5%, Overnight Visitors at 20-25%, and Day Visitors at 70-75%.

•HEDAY TRIP VISITORS generally are located within the tri-county area of Escambia, Baldwin and Santa Rosa County. This area includes more than 630,000 residents with an average median annual income of \$46,200. Within the Pensacola Bay area, there are approximately 65,000 residents with an average median income of over \$60,000. The overnight visitors generally fall within a 250 mile radius and include a population of more than a million people from major cities which include: Mobile, Montgomery, New Orleans, Tallahassee, Birmingham, Jackson and Baton Rouge. In addition, just beyond this 250 mile radius, Escambia County is also served by Pensacola Airport which offers airlift to major cities and opens a window to an additional three million people. These cities include Atlanta, Jacksonville, Savannah, Tampa, Chattanooga, Memphis, and Orlando. While the overnight visitors provide a very strong economic support and help to strengthen the non-peak periods, the day visitors (Resident/Tourist) have the largest impact.



[02] character of place | local & regional





[02] character of place study area

























[01] The North Entry to Santa Rosa Island and Pensacola Beach is announced by the toll booth structure. Opportunity to create an iconic gateway statement and enhance views to the water.

[02] Signage elements provide character to the North Entry area and help announce arrival to Pensacola Beach. Opportunity to improve and create a comprehensive signage program for the island.

[03] Opportunity to enhance entry roads towards the Core Area through landscape and site improvements. Additional signage and stops for the Island Trolley can also be introduced for visual impact.

[04] Opportunity to enhance streetscape character along the North Entry roadways through landscape and site improvements. Existing pedestrian and biking trail create linkages to the central "core district" and can be improved and expanded along both sides of the entry road.

[05] The large water tanks along the North Entry road are existing landmarks that can be enhanced and incorporated into the "gateway" experience.

[06] Public amenities such as picnic shelters and Morgan Memorial Park are located along the North Entry waterfront. Opportunity to increase pedestrian, biking, and transit access into area and enhance through landscape and site improvements.

[07] Opportunity to improve access to fishing pier and enhance through landscape and site improvements. Parking and public facilities should also be provided for the users.

[08] The gravel parking area is additional public parking area that is seldom used by the public. This is also a stop on the Canoe Trail which is also seldom used. Opportunity to enhance use by adding signage and increasing efficiency of the parking layout.

opportunities & constraints **OPPORTUNITIES:**

- Create an entry gateway statement and arrival sequence
- Enhance fishing pier experience
- Organize and improve access to public amenities and public parking
- Improve views to Core area and to the waterfront
- Improve pedestrian & bicycle access

CONSTRAINTS:

- Unorganized parking layout and lack of appropriate signage systems identifying public parking areas
- Lack of "entry experience"
- Lack of pedestrian connectivity to trail system and other public amenities.



[02] character of place site inventory











[01] The public "boardwalk" along Quietwater Beach creates an internal pedestrian environment that is limited to the private commercial development area and does not link to other public spaces and commercial areas within the core area. Opportunity to expand the "boardwalk" experience along Quietwater beach and enhance public access to the boardwalk and Quietwater Beach.

[02] Public parking areas are disjointed and segregated by Via De Luna Road. Opportunity to reorganize and connect parking areas to provide increased and enhanced pedestrian access from commercial areas to the beach.

[03] Opportunities to provide pedestrian crosswalks at key points to ensure connectivity between developments north and south of Via de Luna as well as between the major public beaches (Casino Beach and Quietwater Beach).

[04] Opportunity to reorient and enhance the central intersection of Pensacola Beach Blvd, and Fort Pickens/Via De Luna Road to create major entry gateway experience to the core area.

[05] Opportunity to relocate and/or reorient existing Visitors' Center to provide greater visibility and access to the facility. Opportunity to enhance and reuse existing structure.

opportunities & constraints

OPPORTUNITIES:

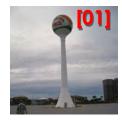
- Enhancing pedestrian connectivity and linkages
- Reorganization of public parking and circulation patterns for greater efficiency
- Extension of existing boardwalk along Quietwater
- Beach and connection to Core Beach area
- Relocation/reorientation of Visitor's Center to a more centralized and prominent location
- Creating a gateway and entry experience into the
- Core area at intersection of Pensacola Beach Blvd and Via De Luna+Fort Pickens Roads

CONSTRAINTS:

- Large unattractive parking area that lacks clear circulation patterns for vehicles and pedestrians
- Lack of shade and vegetation



[02] character of place site inventory













[01] Casino Beach currently is the largest public parking area for residents and visitors who want to access Pensacola Beach. However, access to the parking area is ambiguous and circulation to and within the parking areas is inefficient. Opportunities exist to reorganize parking access and circulation and to frame visual corridors towards important landmarks and the beach to help orient users.

[02] The public parking lot at Casino Beach is in high use during the main tourist season, but remains empty for most of the remainder of the year. Opportunities exist to reorganize parking areas to increase efficiency and to enhance the large asphalt areas through the use of landscape medians and tree cover for shade. Opportunity to also improve public access and safety through the use of pedestrian crosswalks and wayfinding signage.

[03] Opportunities also exist to enhance accessibility into and through parking areas for disabled users and to add landscape buffers around parking areas to provide visual screens from surrounding uses and circulation corridors.

[05] Several landmarks such as the bandstand and the beach ball exist on the beach currently but are disjointed and lack clear access. Opportunities exist to enhance the visual landmarks by creating pedestrian connectivity and view corridors to the landmarks.

[06] Hotel developments along Via De Luna lack connectivity to the core area and commercial developments along Quietwater Beach. Opportunity to provide pedestrian connectivity from hotel areas to commercial areas and to screen private parking areas from sidewalks and Via De Luna.

[07] The fishing pier offers great water views back to Pensacola Beach. Opportunities exist to increase public access to the pear and enhance /update the pier amenities (i.e. lighting, seating, etc.)

opportunities & constraints

OPPORTUNITIES:

- Enhancing pedestrian connectivity and linkages
- Reorganization of public parking and circulation patterns for greater efficiency
- Extension of existing boardwalk along Quietwa-
- Beach and connection to Core Beach area
- Relocation/reorientation of Visitor's Center to a more centralized and prominent location
- Creating a gateway and entry experience into the Core area at intersection of Pensacola Beach Blvd and Via De Luna+Fort Pickens Roads

CONSTRAINTS:

- Large unattractive parking area that lacks clear circulation patterns for vehicles and pedestrians
- Lack of shade and vegetation











- [01] Historic elements such as the cross located in the dune preserve (marking the first Christian Services held in 1559 on the island) could be incorporated into an island wide trail system that highlights historic and environmental elements unique to Santa Rosa Island.
- [02] Bicycle trails are not continuous and often bikers are seen sharing roadways. Where possible, bike paths should be incorporated into the streetscape. Dune crossings should also be highlighted using signage or architectural systems as "portals" for users seeking waterfront access.
- [03] Existing trolley stops on the island are infrequently used and hard to identify. Transit access and use on the Island Trolley can be improved by enhancing the route (provide wider connections with neighborhoods and public use areas) and frequency. Shelter stops for the trolley/bus can be enhanced with landscape, site furnishings, lighting, and more visible signage.
- [04] Trails alongside the main roadways are frequented by bikers, joggers/runners and pedestrians, and so forth. Opportunity to expand and enhance pathways and trails network to create a comprehensive circulation network and trail system. Opportunity to make pathways aesthetically pleasing through landscape improvements, addition of shade trees, and site elements such as site furnishings and lighting.



OPPORTUNITIES:

- Create a comprehensive "streetscape character" with a palette of landscape and site elements such as site furnishings, signage, lighting, etc
- Identify existing and create new transit stops along main roadway (i.e. Island Trolley, bus system, water taxi) to provide better connectivity
- Improve existing community parks and create new "portal pocket parks" to link waterfront to public sidewalks/trails

CONSTRAINTS:

- Lack of shade, nodes and "character" along main public road system
- Dune crossings, parks and waterfront access areas are not easily recognized















[01] Via De Luna and Fort Pickens Road form the main access spine across Santa Rosa Island. Opportunities exist to enhance the streetscape with landscape and other site improvements (i.e. site furnishings, lighting, etc).

[02] Overhead utility lines and utility plants (such as water treatment plant shown above) exist adjacent to the main roadway spine. Opportunity to buffer utility areas using land-scape and to place utility lines underground in future improvement phases.

[03] Opportunity to enhance existing waterfront viewing and access areas, such as the gazebo above, as visible waterfront entry "portals" that transition users for the street environment to the waterfront. Opportunity to improve the Beach to Bay connection.

[04] Opportunity to enhance existing waterfront viewing and access areas, such as the gazebo above, as visible waterfront entry "portals" that transition users for the street environment to the waterfront. Opportunity to improve with landscape and signage systems.

[05] Opportunity to create public access boardwalks across protected dune areas to with signage along the main roadway identifying the waterfront "portals".

[06] Opportunity to supplement landscape with the use of a potential landscape easement.



OPPORTUNITIES:

- Create a comprehensive "streetscape character" with a palette of landscape and site elements such as site furnishings, signage, lighting, etc
- Identify existing and create new transit stops along main roadway (i.e. Island Trolley, bus system, water taxi) to provide better connectivity
- Improve existing community parks and create new "portal pocket parks" to link waterfront to public sidewalks/trails

CONSTRAINTS:

- Lack of shade, nodes and "character" along main public road system
- Dune crossings, parks and waterfront access areas are not easily recognized













[01] Transition from "built" environment of the Core area to natural creates perceived gateway. Opportunity to enhance gateway experience.

[02] The large expanses of open space offer dramatic views and opportunities for environmental education. Public access trails can be improved through landscape and site improvements as well as signage identifying natural areas and the environmental history and evolution of the island.

[03] Scale of buildings plays major role on entry opportunity and gateway experience.

[04] Existing pedestrian and biking trails are used by joggers, skaters, bikers, and multiple other users. Opportunity to connect trail to Florida Scenic Highway trail, and to expand and create shelter nodes/rest stops along trail.



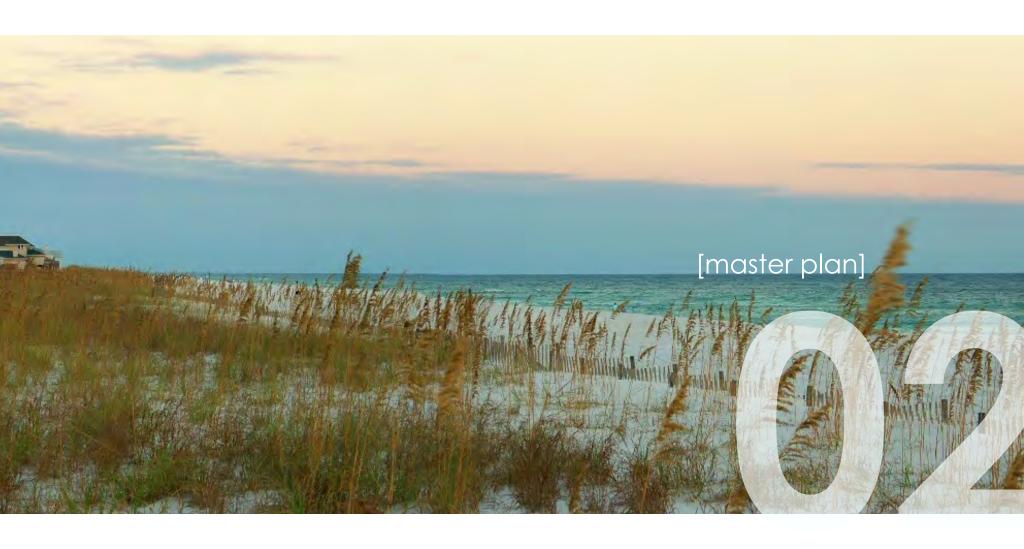
OPPORTUNITIES:

- Create an entry gateway experience that announces transition between built and natural environment
- Expand existing trail to a multi-use trail with nodes and transit stops
- Create an interpretive experience along trail system
- Improve pedestrian and bicycle access

CONSTRAINTS:

- Lack of transition between built and natural protected environment
- Harsh environment limits landscape improvements







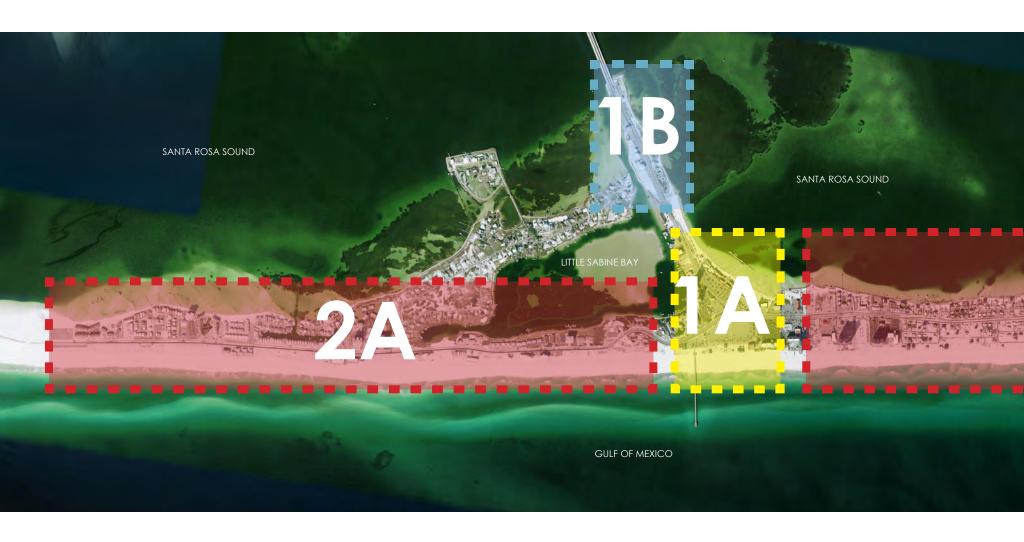
[02] master plan



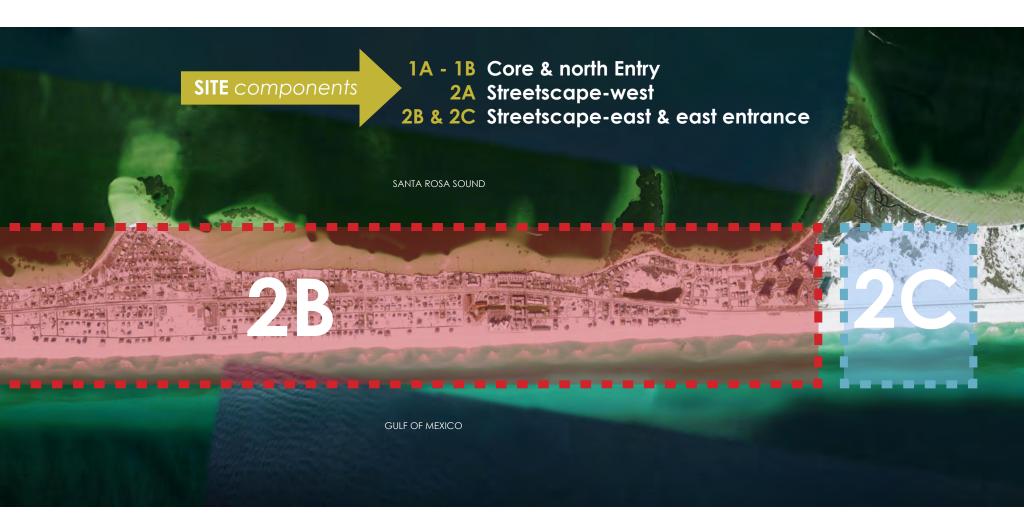
HE FIRST AND IMPORTANT COMPONENT for the Master Plan is to attract the residents first: if the residents "win", everyone "wins". Through the inventory and analysis process, as described previously, the EDSA Team focused on determining what constituted a "win", or project elements or conditions that needed to be resolved and improved. As the opportunities and constraints were identified, the creative process began with establishing key project components. These components include development of an entry statement, establishing a safe, friendly pedestrian environment, re-working traffic circulation and parking, examining opportunities for water based transportation and entertainment, outdoor recreation and eco-tourism activities, entertainment and special events/programs and overall beautification and character enhancements.

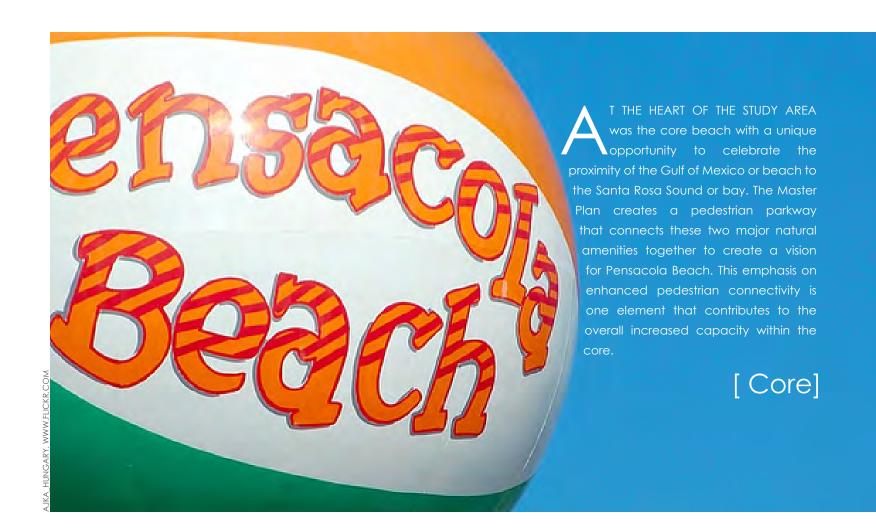
In addition to these components the team developed a number of program goals that were driven by the input from the public process. These goals included; maintain the unique identity of Pensacola Beach, enhance aesthetic quality and beautification, increase public access to the waterfront, understand the carrying capacity for the beach, and focus on transportation; specifically, transportation or mobility items associated with circulation, congestion, and a parking shortage/need vs. parking reallocation.

Based on the inventory and analysis, public input and direction from the steering committee, the team developed a series of preliminary planning options. These initial options sought to resolve as many of the challenges as possible and leverage the opportunities to create concepts that focused on the main project components. These preliminary plan options are included in Volume Two of the Master Plan report. From the preliminary options and their review in the public, a Final Master Plan recommendation was developed. The next pages review the Final Master Plan recommendations by study area.



[02] master plan | Core & districts





SANTA ROSA SOUND

SANTA ROSA SOUND

> LITTLE SABINE BAY

HILE THE STUDY AREA was very large in overall area, the focus of the Master Plan was on the core area of approximately 50 acres. This area is seen as the heart of the beach and characterized primarily by the presence of a very large public surface parking area, or the Casino Beach Lot. The presence of this parking area provided the opportunity to have a major impact on the face of the beach and create a framework to build on that would increase the overall capacity to the core. This

increase in capacity is the

key to the future

- [01] Beach Ball Water Tower
- [02] Existing Amphitheater [03] Escambian County Ferry landing [04] Beachfront Parking
- [05] Beachfront Gateway & Arrival Plaza

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GULF OF MEXICO

SANTA ROSA SOUND [06] Beach to Bay Pedestrian **Parkway** [07] Public Safety Building [08] Existing Pier [09] Beachfront Park & Promenade [10] Proposed Trolley Stops

[02] master plan COre

success and long term maintenance/growth to the area. The focus of the improvements in the core area is on the pedestrian mobility; however, it is also meant to resolve parking allocation and vehicular circulation. The plan additionally seeks to provide a platform for ecobased activities, enhanced events and entertainment opportunities.

The plan for the core area seeks to create an enhanced arrival to the beach and create a unique pedestrian

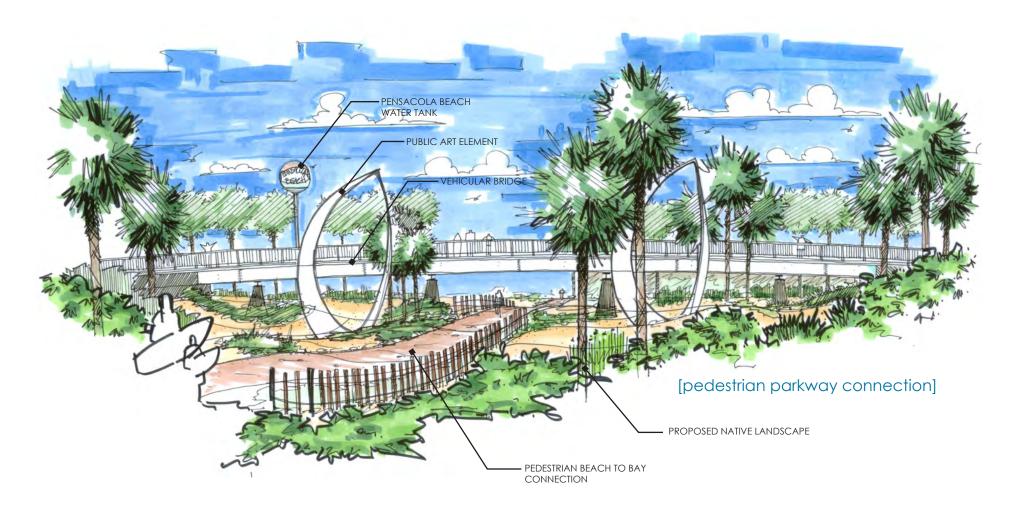


experience that will link the two main assets of the Beach and Sound together. The driving force behind this goal was to modify the current circulation and bring the guest straight to the beach, as opposed to what currently exists, which is a right hand turn or a major

curve to the left. Additionally, maintaining the water tank "beach ball" created a visual opportunity to align the vehicular circulation to the beach. By modifying the vehicular circulation, opportunities to improve pedestrian circulation can be realized. The plan also explores an enhanced beachfront promenade and park area, as well as the introduction of a boardwalk or promenade along the Sound to increase pedestrian connection to both the east and west from the core.



[02] master plan COre



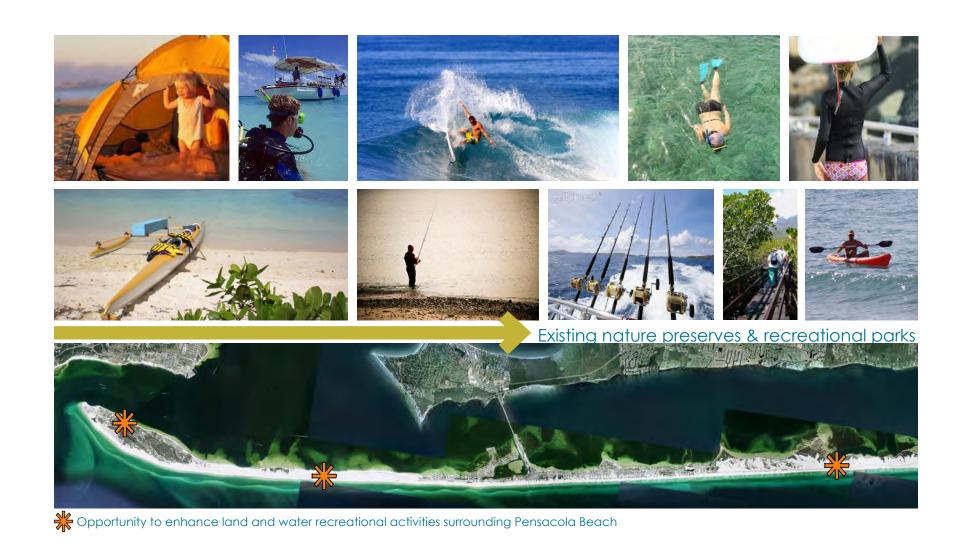


[02]master plan - core eco based-outdoor recreation

HE MAIN ATTRACTION of the study area is the natural amenities mainly of the coastal environment and the water. The Master Plan creates the framework for enhanced eco-based or outdoor recreation activities. The three areas of focus for these activities include active recreation, eco-recreation (or nature based tourism), and passive recreation. The plan also focuses on the potential location and physical requirements for these activities.

Active recreation – Active recreation requires designated areas for the activity to take place. This may include playgrounds, beach volleyball, basketball, kids' spray ground (interactive water playground) or other similar activities. These activities are developed as drivers to bring people of all ages to the beach. After the initial start-up costs, these activities have limited annual expenses.

Eco-Recreation / Nature Based Tourism - Linking the core area to surrounding natural amenities and increased eco-activities or nature based tourism activities are a must. The Master Plan recommends creating a hub for eco-based recreation in the core located at the current Santa Rosa Island Authority building site. In addition, a number of other staging areas have been identified to create a network of ecobased or nature based tourism connections. These activities may include sea kayaking, paddle boarding, snorkeling, surfing, kite boarding, scuba, biking, skating, and walking trails. A specific opportunity to build upon an existing amenity is the snorkel park that is being created through Escambia County near the entry to Fort Pickens. Important to the success of this and other programs is to provide friendly signage for safety, usage, direction and education. When creating walking paths or trails, including mileage indictors is also important. In addition to the signage, printed literature at the welcome center and hotels will provide education to the guests about these opportunities.



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[02] master plan - core eco based-outdoor recreation

Passive Recreation – One of the main activities for this area is simply enjoying the beach. The Master Plan has increased the access to this public amenity. Enhancements are proposed to create safer pedestrian connection, parking access and increase aesthetic improvements to ensure residents and guests enjoy the experience.

Recreation Manager – The Master Plan recommends that a recreation manager be designated to continue the development and implementation of the recreation opportunities for Pensacola Beach. In our experience, communities that have very successful recreation programs typically have a dedicated staff member to design, develop and implement recreational programs. In addition to program development, this person would be responsible for establishing and maintaining relations with user group and strategic partners to add to the success. A detailed description of what this manager would entail is included in Volume Two of this Master Plan report.

LEGEND:



Major Hub



Minor Hub



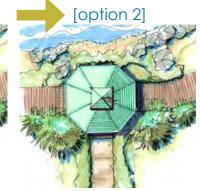
Core opportunities for enhanced land and water activities



















LEGEND:



Waterfront gateway at promenade terminus



Enhanced mid-block pedestrian crossing



Pedestrian parkway from beach to bay



Major pedestrian circulation



Minor pedestrian circulation

[02] master plan - core pedestrian mobility



O SUCCESSFULLY REALIZE THE VISION presented for Pensacola Beach, the area must have a multi-modal mobility system that accommodates getting people to and from the beach; providing convenient parking for their vehicles, and offering a multitude of mobility options other than the personal motor vehicle while visiting. To that end, this Master Plan takes a holistic approach to overall mobility and parking rather than addressing singular issues such as the intersection of Pensacola Beach Boulevard/Via de Luna/ Fort Pickens Road. This approach blends together considerations for pedestrians, cyclists, a trolley system, water ferry transportation, parking strategies and vehicular components all with an emphasis on the pedestrian realm.

Pedestrian and Bicycle - The key component to the plan is the pedestrian parkway which creates an at-grade pedestrian access that is uninterrupted by vehicles. This park-like connection will provide access for pedestrians, bikes and may also be utilized by a trolley to create the Beach to Sound connection. By creating a more walkable environment, through the implementation of the Master Plan, there should be an increase in the overall number of people walking within the core area. In order to facilitate safe pedestrian movements, the roadway corridor is narrowed and traffic calming devices implemented. In addition to appropriate landscape improvements and sizing lane widths appropriately, the

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Master Plan also recommends that textured crosswalks be installed along Fort Pickens Road and Via de Luna to connect the Bay (north side) to the Beach (south side) at the locations identified on the Master Plan. In addition, pedestrianactivated strobes mounted on the standard crosswalk signs can reinforce driver behavior to expect pedestrians crossing the street. Reinforcement of this behavior will also allow for increased safety for cyclists on the roadways as well.

LEGEND:

Proposed roundabout

Beachfront drop-off

Secondary vehicular access connection to beach and pedestrian promenade

Connections from major roadways to parking lots

Major vehicular access

Proposed trolley stops

Escambia county ferry landing



[02] master plan - core transportation

Parking - The configuration of parking throughout the core area has allowed for an increase in capacity for the two main parking areas: the "Mom's Beach" area and the Casino beach area. With the reallocation of parking and the ability to flow freely from each parking area via foot, combined with the additional parking created by relocating the Island Authority and Sheriff Building, the parking capacity is increased, in spite of the overall parking being reduced by roughly 3%. By developing a walkable environment, visitors are more likely to "park once" and walk among the various uses and amenities. During the Master Plan process it was discovered that employee parking within the core area may take up as much as 300 or more parking spaces. The Master Plan recommends the implementation of a parking plan that would free these spaces up for residents and visitors to the beach. This parking plan could take advantage of remote parking areas outside the core (such as Park East and Park West as well as locations in Gulf Breeze) and utilize a shuttle service to bring employees back into the core. Based on feedback received during the preliminary planning process, there is no parking garage included within the core. If in the future the need was determined to require a parking garage for an increase in parking supply, the plan is best suited to have a parking garage in the western parking area at Casino Beach, west of the Beach Ball.

Traffic – One of the key components to the Master Plan in the core area is the addition of the main roadway directly to the beach. This roadway creates an intuitive traffic pattern that leads to the beach. This "main" entry to the beach will increase the likelihood that visitors will arrive at the beach and then have the opportunity to park and navigate the core area via foot. The previously completed Parking and Transportation



Study for Pensacola Beach identified the intersection of Pensacola Beach Boulevard/Via de Luna/Fort Pickens Road as a critical congestion point for traffic today and in the future. The recommendations out of that effort focused on adding turn lanes and eventually through lanes to address the issue, which results in a wider intersection and a

longer pedestrian crossing distance than exists today. Given the goal of a walkable community, this Master Plan does not recommend that approach; rather, the approach this Master Plan takes is one of traffic dispersal through a series of three roundabouts and a set of connector roadways. By dispersing the traffic from a single intersection as it exists today to three points as shown in the Master Plan, the system can accommodate roughly 25% more traffic. In addition, the roundabouts will move traffic more slowly while providing a clear "arrival sequence"















[02] master plan - core Water ferry

to communicate to motorists the pedestrian nature of the Core Area, thereby contributing to a more walkable Core Area. Finally, the provision of the roundabouts affords an opportunity for an additional gateway feature or piece of public art along the corridor.

Multimodal - In addition to the increased bicycle opportunities and safety afforded by slowing the traffic on the roadways and providing the off road pathways, the Master Plan recommends the implementation of a comprehensive trolley system. To facilitate movement around the area, it is proposed that shuttle service be provided with target service headway of no greater than 10 minutes during service hours, and with lower headways in the range of five minutes during peak hours and events. A reintroduction of the historic open-air trolleys instead of the closed buses would mesh better with the overall beach resort context of the area and would likely result in an increase in usage. It is anticipated that a primary east-west spine could connect the hotels, shops, and restaurants along Fort Pickens Road and Via de Luna, and could also provide connectivity from remote parking areas at Park West, Park East, and another lot along Via de Luna such as the property at 14th Street. These trolleys will also serve to provide access for Core Area employees from remote parking areas on a daily basis and for visitors to major events.

Water Ferry – A water ferry has been studied for the past 15 years with a main focus on three main stops; City of Pensacola, Pensacola Beach, and Fort Pickens. A fourth stop has also been discussed to include the Naval Air Station; however, security issues may limit this as a regular stop on the system. The Master Plan has identified an area for the water ferry to land and allow for riders to disembark to the area. The plan also recommends that this style of boat be viewed as an opportunity for entertainment or generally an amusing mode of transportation. The team identified several boat types for choice and review: a catamaran was the preferred alternative.

Based on the previous studies developed and comparison with other similar or even larger markets, the suggested "ridership" for a water ferry in the Pensacola area is to be around 40,000 per year. All the past studies recommend a vessel of 1-149 passengers or a Chapter T vessel. Previous studies indicate that ticket cost would likely be in the range of \$15-25 to cover operating costs. We believe that in order for the boats to be successful, this fee would need to be reduced to \$5-10 in order to attract a higher volume of users. In order to accomplish this, it would require either a public or private subsidy to make up the variance. The fore mentioned trolley system would be used and time coordinated to allow pick up and discharge of ferry passengers to be transported to the various stop options at the beach.

For more detail on the water transportation component, please refer to Volume Two of the Master Plan Report.

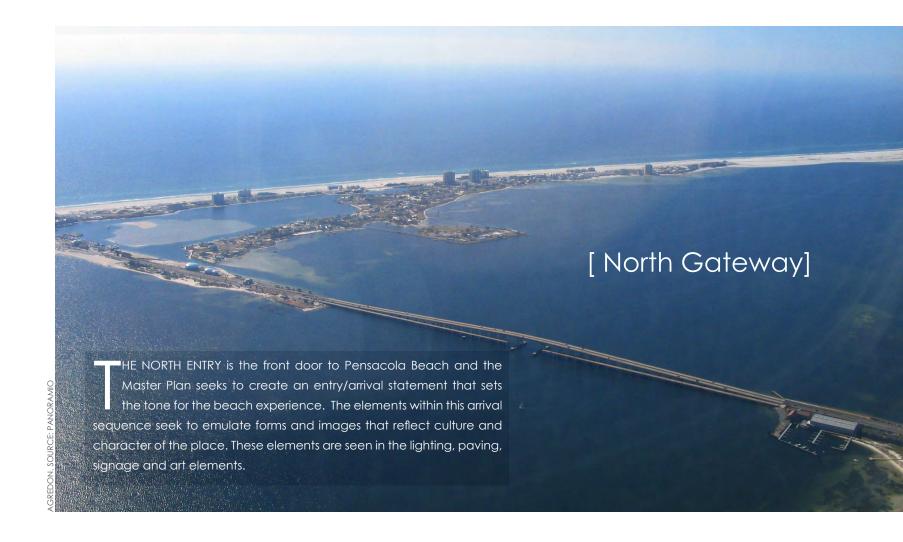


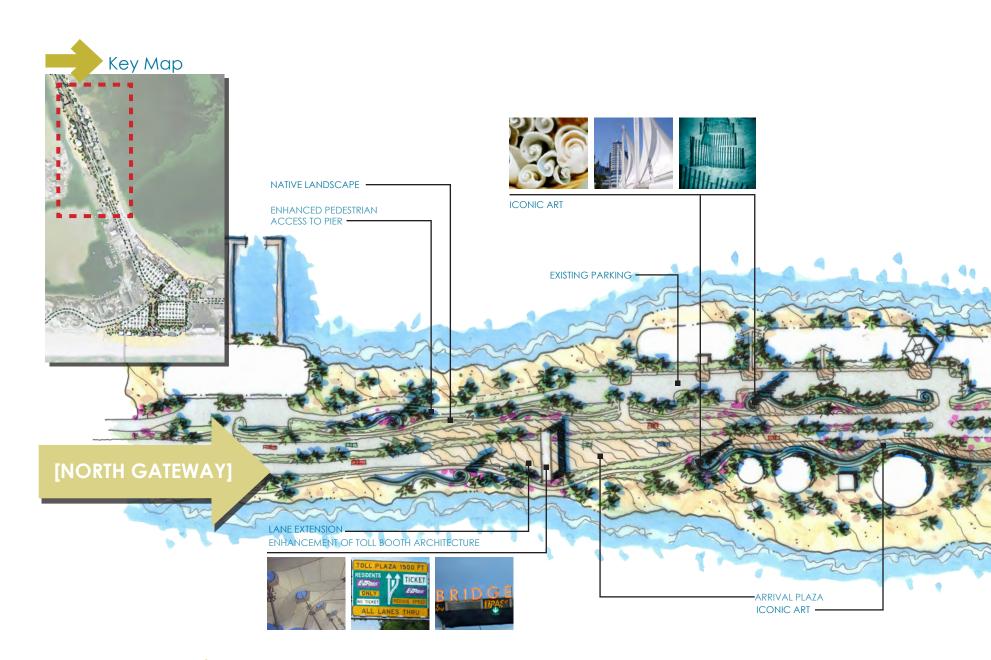
[02] master plan - core market/events

Market Supply/Demand - Based on the demographics, there are four main areas of opportunity for market demand. These areas include; events/music venue, banquet/social space, retail, and eco-based activities. There are opportunities and challenges with each of these components. For music and events, there is an opportunity to capture a broader range of local and regional events and/or activities; however, it is a highly competitive market within the broader region and in order to draw a "headline" event, a large facility would be necessary, which is not currently represented in the plan. Although the market indicates that there is a demand for an additional banquet/social facility of approximately 5,000 to 10,000 square feet to complement existing banquet/event space within surrounding hotels, the lack of a major corporate presence within the region somewhat limits potential demand for larger meetings and related events needed to support improvement costs. Retail space introduced as part of the Master Plan would only be promoted to support the growing visitor market so that it is not to detract from the current base of businesses. A more detailed report on the market demands has been included in Volume Two of the Master Plan Report.

Core Area -Events and Entertainment - One objective in developing this Master Plan is to create areas for continued and enhanced events and entertainment opportunities. The existing music venue successfully functions to serve small localized events; however, the Master Plan

provides for an upgrade in sound and lighting accessories and other aesthetic enhancements that should enhance the visitor experience. In addition, with the inclusion and creation of the park entry and plaza adjacent to the theater's current location at the beach, this flexible open space should adequately support increased scheduling and capacity as well as enhancing the visitor experience. Importantly, there may be an opportunity during subsequent phases of the plan to notably expand the existing venue so that it can host additional and significantly larger events on a more regular basis. Importantly, the Master Plan is focused on enhancing events and entertainment for visitors through improved beach access, creating safer pedestrian areas, improving facility features and promoting safety measures within the core.





[02] master plan north gateway

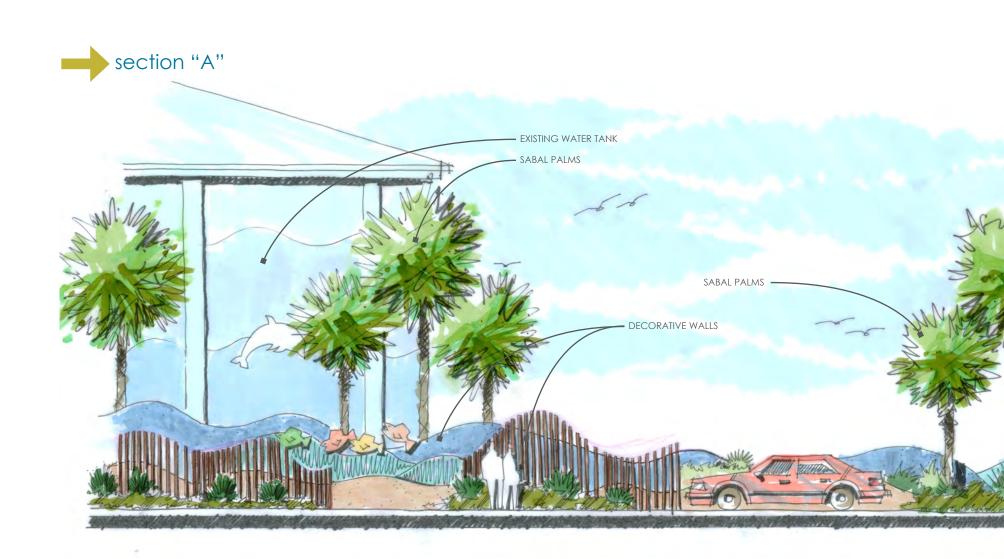
S GUESTS AND RESIDENTS arrive to Pensacola Beach from the north, the Master Plan creates an arrival sequence through the implementation of landscape, art, signage and special paving. This entry statement starts as visitors and residents arrive on the bridge and continue through to the core area. The importance of an entry/arrival sequence to the Master Plan is to create a unique transition to announce that you have arrived at a different location. Elements of the entry sequence seek to draw on the natural surroundings of the beach, sand,



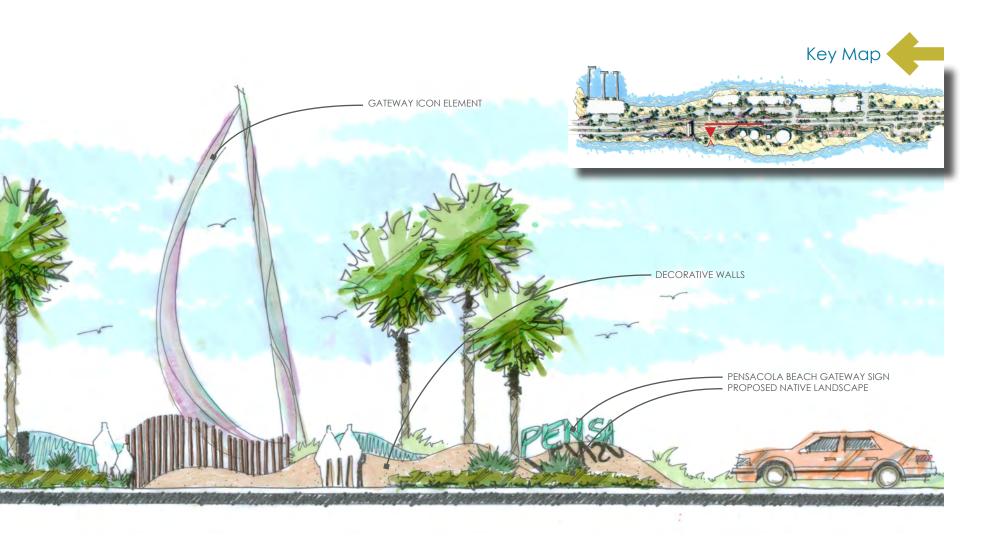
wind and waves as they are applied in both figurative and literal forms.

A key element to the arrival sequence is the toll booth. The Master Plan recommends several changes for the toll booth facility. To facilitate movement into Pensacola Beach, it is recommended that the outermost lane of the toll booth be converted to an Automated Toll Collection (ATC) lane. While a manned change lane can process approximately 450 vehicles per hour, an ATC lane can accommodate up to 1,000 vehicles in the same time period. The SRIA can issue the transponders to residents and business owners, and hotels and car rental providers could also provide transponders to visitors to use during their stay. To accommodate the conversion, the approach lane for the outside lane would need to be lengthened and widened north toward the bridge and new equipment would need to be purchased and installed.

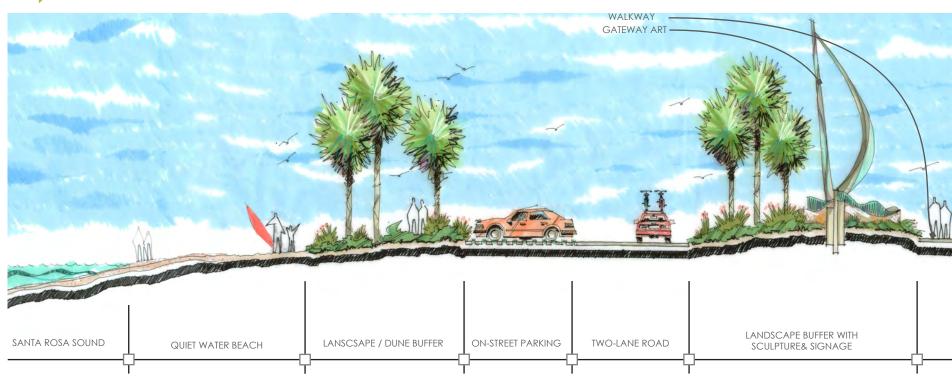
Visitor Center – The current version of the Master Plan relocates the Visitor Center to an area within the north entry. This relocated visitor center was thought to create a greater opportunity for visibility and orientation for guests as they arrive from the toll booth. The relocated center would provide the opportunity for an initial orientation to Pensacola Beach and would also free up space within the core for parking. Earlier concepts had the visitor center located in the core area, but consensus was to move it to the north entry. To see the earlier concepts, please refer to Volume Two of the Master Plan Report.



[02] master plan north gateway







[02] master plan north gateway







Streetscape [west]











[02] master plan west streetscape



LEGEND:

Enhance Landscape elements on two-lane roadway

Opportunity to enhance minor connections to beach

Opportunity to enhance mid block connection to existing beach boardwalk

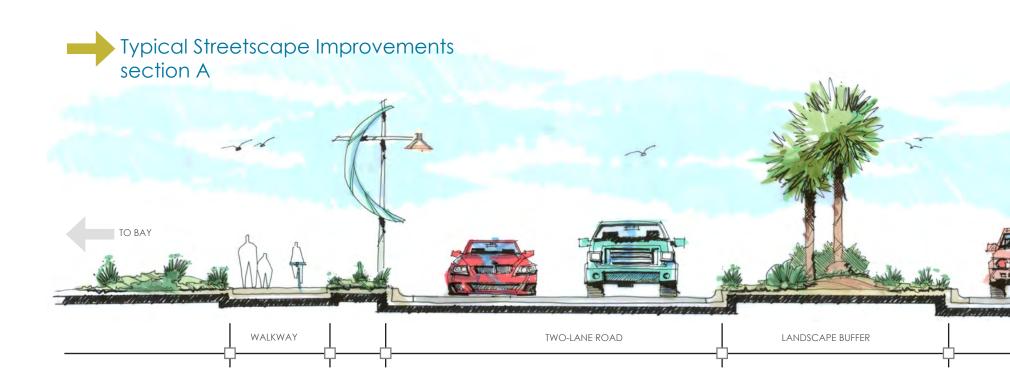


Opportunity to add shade and/or pedestrian improvements &enhance connection



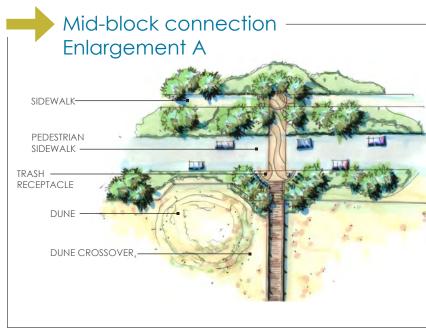
Public land with opportunity to enhance existing use as park or public amenity or future public development needs

West – The proposed streetscape enhancements to the west of the core are mainly limited to the identification of the beach access points. The Master Plan indicates these areas would be identified with special paving and landscape to allow pedestrians safer access and to also define the access points which will protect the dune environment. Additionally, minor landscape enhancements and lighting are recommended for the northern side of the roadway adjacent to the pedestrian walkway.



[02] master plan | west streetscape





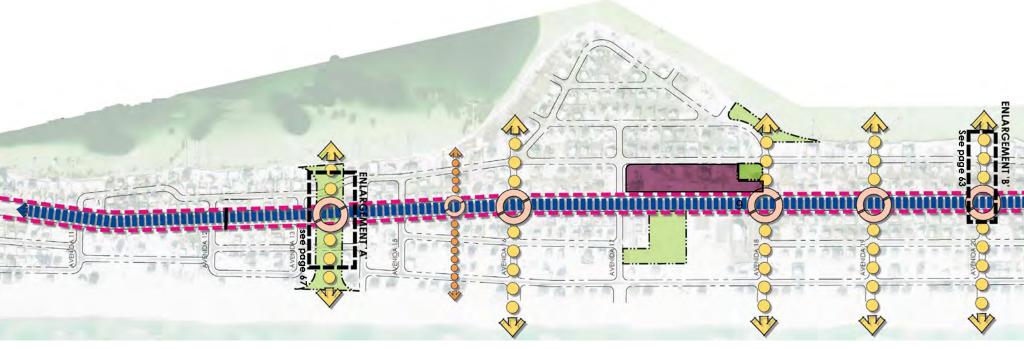












[02] master plan east streetscape

LEGEND:



Opportunity to create entry gateway



Opportunity to enhance mid block connection to existing beach boardwalk



Opportunity to add shade and/or pedestrian improvements &enhance connection

Potential landscape easement 10-15ft



Opportunity to relocate SRIA headquarters & police sub station



Public land with opportunity to enhance existing use as park or public amenity or future public development needs





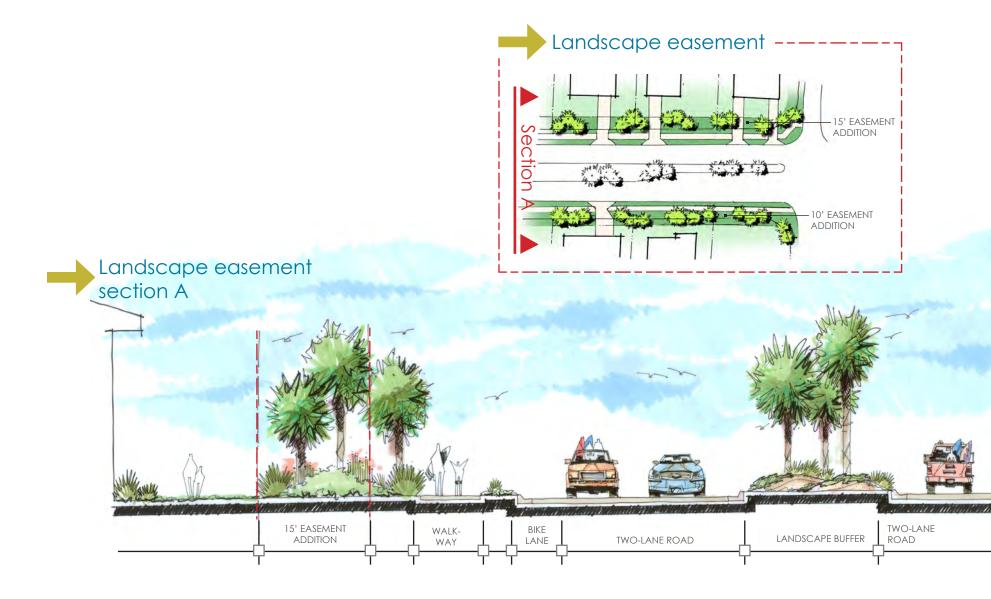




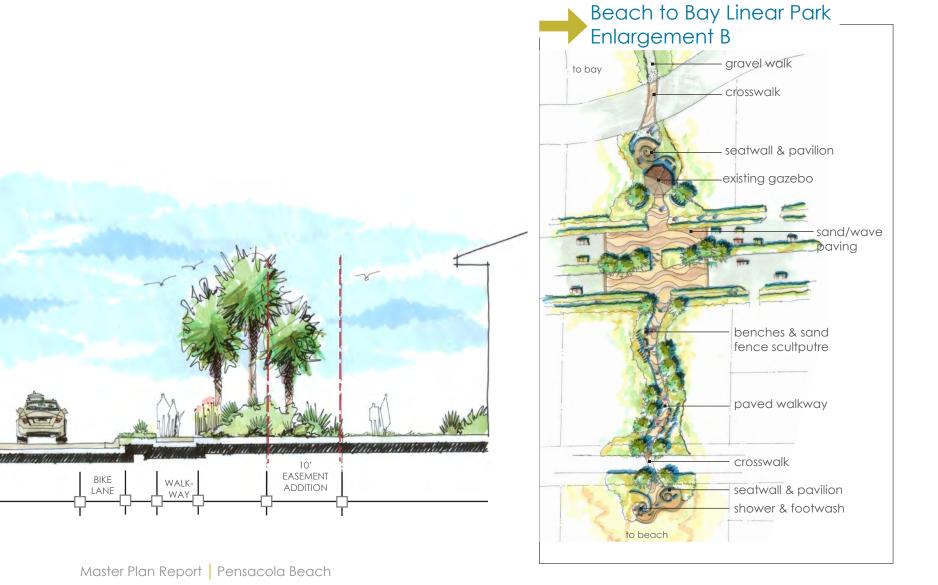
East – The proposed streetscape enhancements to the East of the core would include lighting, pedestrian crossing enhancements, landscape and a potential landscape easement to increase the opportunity for planting throughout much of the street corridor. In addition, to the east, the Master Plan identifies a series of opportunities to enhance park areas and pedestrian connections from the Sound to the Beach.

Streetscape [east]

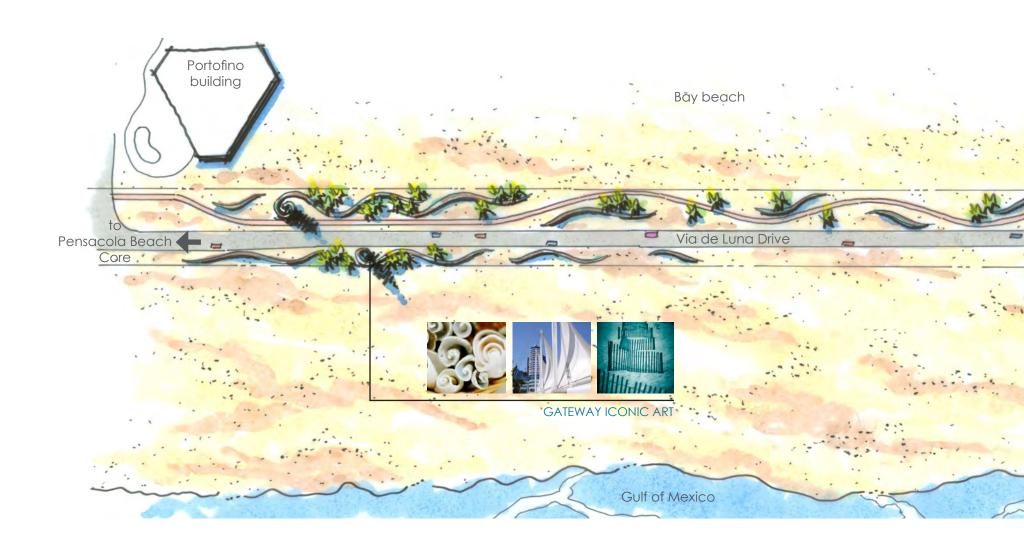




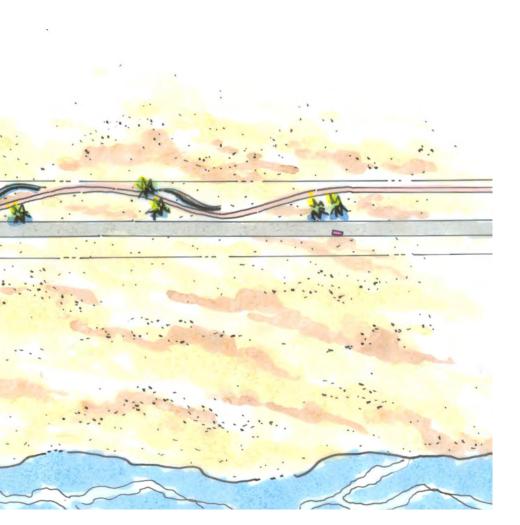
[02] master plan east streetscape







[02] master plan east gateway



East - As the secondary entry to Pensacola Beach the overall scale of the improvements will be reduced. The improvements for this entry will need to blend with the surrounding architecture and natural environment, but also create a distinct boundary marker for the area. Similar to the north entry, the east entry seeks to create an arrival statement and sequence that will announce the transition from the Pensacola Beach area to the National Gulf Seashore. The elements of the entry statement include landscape, lighting, art elements, signage, pedestrian improvements and potential improvements to the roadway. Currently the Master Plan calls for this entry statement to occur just east of the Portofino. However, some suggest the entry statement should be placed further east near the Park East area.







[02] master plan east gateway







[03] cost & funding strategies

S PART OF THE OVERALL MASTER PLAN, the team developed a rough order of magnitude cost estimate for each of the main study areas. This estimate is included in summary on the following pages and is intended to act as a tool to develop priorities for development, alternatives for funding, and if needed, refine the plan based on both of these elements to fit within an overall budget.

Items Description		Total
[01] Core Area Improvements		\$ 24,724,740
[02] North Entry Improvements		\$ 11,007,600
[03] East Entry Improvements		\$ 750,450
[04] Streetscape East Improvements		\$ 5,706,960
[05] Streetscape West Improvements		\$ 2,100,000
	Total:	\$ 44,289,750

HE TEAM HAS IDENTIFIED a series of funding alternatives; however, at this point the main source of funding is to be tied to a proposed increase in toll revenue. In addition to this potential funding source. there are other sources for funding that may be obtained including grants, the Portofino Beach Beautification fund, private/public funding, and Escambia County capital improvement fund, summarized as follows:

Toll Bridge - The Toll Bridge fee is currently \$1 per vehicle (not including reduced annual fee for transponder purchasers) which, according to the SRIA, generates approximately \$3 million a year. A proposed increase in vehicle fees by an additional \$1 per vehicle (and not assuming adjustment to transponder revenue) therefore would potentially double the toll bridge revenue; or added net revenue of roughly \$3 million. This annual net revenue funding opportunity serves as a key component to the funding strategy given the possibility to leverage these funds to support a \$25 to \$30 million bond that can be used to cover several major capital improvement items identified within the Master Plan.

Portofino Beach Fund – The Portofino Beach Fund is a source of funding available to the SRIA dedicated to beautification, infrastructure and other related improvements. In total, the Portofino Beach funding is estimated to generate approximately \$6,000,000, which is accumulated through incremental payments of roughly \$500,000 per annum. Based

[03] cost & funding strategies

upon the Portofino Beach Fund's current funding level and commitments, \$4,.800,000 (of the total \$6,000,000 in collections) may be available to potentially support certain infrastructure and/or beautification components of the Master Plan.

Private/Public Funding – Public/Private Partnership (PPP) is generally structured between a government agency and one or more private sector entities. Depending on the proposed project, government participation can range from a one-time funding contribution, financial/operational incentives, or ongoing subsidy for development or programming. In most cases, an important component to a PPP is revenue generation from one or more elements of the development plan that can be used to support at least some degree of investment return for the private sector partner and/or the public participant. The revenue available to support public/private investment may be generated from operating profit, increased tax revenue, user fees or other revenue producing mechanism. Public/Private funding for this Master Plan may be considered for activities related to eco-tourism and recreation/event based programs.

Grants and other – Federal and state grants offer an additional funding opportunity that can directly support development or supplement other funding resources; however, these grants are generally highly competitive and application period is relatively narrow. It is therefore important to have a Master Plan in place that is perceived as "shovel

ready" and provides marked benefit to the surrounding community. There are numerous grant programs to consider in support of varying elements of the Master Plan; however, many grants require matching funds, particularly those for major capital improvements. As a result, additional funding sources will need to be identified before many grants can be considered. Most grant opportunities are very specific in terms of project eligibility; therefore, a development or event program needs to be in place before grant opportunities can be pursued. In light of current economic conditions, the grant funding environment is highly competitive.



priority improvements

RIORITY IMPROVEMENTS FOR THE PROJECT will continue to evolve through public feedback and ultimately policy makers decisions regarding the project. These priorities will likely be based on an overall budget and available funding source.

Initially the steering committee discussed priority projects and identified the core area to be the number one priority. The core area improvements, with a heavy focus on the pedestrian realm, will have the greatest impact towards changing the face of Pensacola Beach while maintaining its overall character.

The second priority project was to be the North Entry and Arrival. The focus for this area of design would be on the toll booth technology and increasing capacity at the toll booth, as well as overall aesthetic improvements to the entry sequence.

The third priority was the east entry statement, due to its proximity to the main area of the beach and that it is a secondary entry to the beach The lowest priority was the streetscape enhancements to the east and the west. These areas were deemed to have the lowest impact on the overall beach environment. It should be noted that based on funding availability a portion of the streestscape may be implemented earlier to align with specific funds within the Portofino Beach fund.





[05] next steps



THE SRIA WAS ASKED TO DEVELOP a Master Plan that reached consensus amongst the public and that could be brought before the County Commission for review. This Master Plan and Report achieved this objective, as it received unanimous support from the steering committee. The other goal for the Master Plan was to ensure that this did not become another plan to sit on the shelf. With the identification of priority projects and the opportunity for phased development, the plan sits ready to take on the next steps of design towards implementation.

Escambia County has informed the SRIA that they will be administering an RFQ process over the next 90 days to select and A/E firm to take the Master Plan through the detailed design process. This process will include a more detailed look at the traffic patterns and pedestrian connection in the core. The Master Plan will serve as a framework to any future efforts and also allow for flexibility as the plan is implemented. As the Santa Rosa Island Authority and County begin the next phase of work for Pensacola Beach, the EDSA Team would like to thank them for the opportunity to collaborate on this initial phase and look forward to the future success of the implementation.

Master Plan Report Pensacola Beach 81





E-mail: info@edsaplan.com visit: www.edsaplan.com

OFFICE LOCATIONS

FORT LAUDERDALE

1512 East Broward Boulevard, Suite 110 Fort Lauderdale, Florida 33301 Phone: 954.524.3330



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8780 County Administrator's Report 10. 6.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Speed Reduction on Multiple Roadways

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Speed Reduction on Multiple Roadways - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the filing of traffic restrictions - speed reduction, per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

A. Adopt the Resolution establishing the speed limit for the reduction in speed, from 30 miles per hour to 25 miles per hour, for the following roadway segments:

- 1. Bucklebury Drive, from Kingsport Avenue to end of road (D2);
- 2. Bradfield Drive, from Weller Avenue to Kingsport Avenue (D2); and
- 3. Boxford Court, from Bradfield Drive to end of road (D2); and
- B. Authorize the Chairman to sign the Resolution.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations]

BACKGROUND:

The Transportation & Traffic Operations Division received requests from citizens to lower the speed limits on these roads. After evaluating the conditions of the roadways and the requests for lower speed limits, county staff supports the reductions based on the roadway geometrics.

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on county roadways and streets. Volume 1, Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place

restrictions on the movement of traffic on county roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

BUDGETARY IMPACT:

Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The appropriate speed limit signs have been installed on all roadways. Upon adoption, a copy of the Resolution will be forwarded to the Sheriff's Department.

	Attachments	
<u>Resolution</u>		
<u>Map</u>		

RESOLUTION	NUMBER	R2015-
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A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE SPEED LIMIT ON THREE ROADS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §§316.006(3)(a)(b); 316.008(1)(j), and 316.189(2)(a), Florida Statutes, the Board of County Commissioners ("Board") is authorized to establish speed limit regulations after conducting an investigation; and

WHEREAS, the County Engineer, acting on behalf on the Board, is authorized under Volume 1, Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to implement speed zones and speed limits as determined by traffic engineering studies on all County roads and highways; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, County received requests for a speed reduction from 30 miles per hour to 25 miles per hour for the following three roads; and

WHEREAS, County staff has conducted a speed study on the following roads that is consistent with §§316.189(2)(a), Florida Statutes, and concluded the requests for lower speed limits are reasonable and necessary based upon the layout and design of the roadways.

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

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

SECTION 2. That the speed study on the following roads requires a reduction in speed from 30 miles per hour to 25 miles per hour:

Bucklebury Drive from Kingsport Avenue to end of road (D2); Bradfield Drive from Weller Avenue to Kingsport Avenue (D2); Boxford Court from Bradfield Drive to end of road (D2).

SECTION 3. That Transportation & Traffic Operations staff previously placed signs in conspicuous locations at each entrance to the above-described locations, which reflect the limitations established herein.

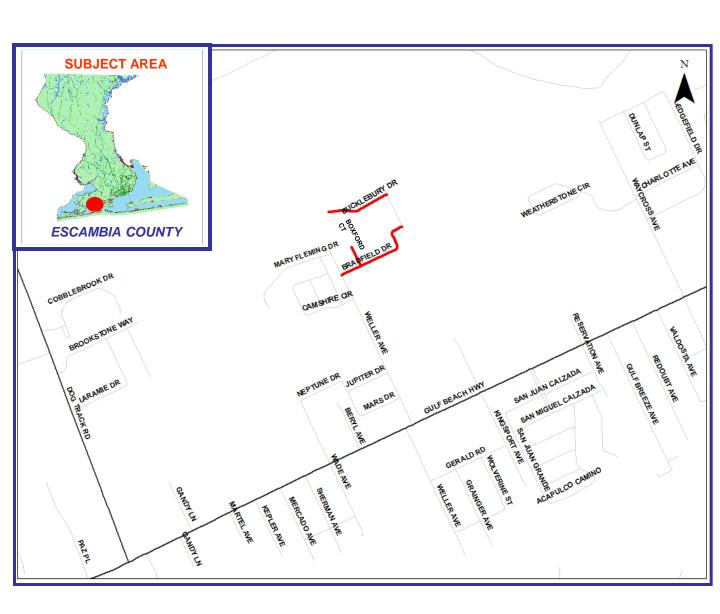
SECTION 4. That these new limitations shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners of Escambia County, Florida.

Α	DOPTED thisday o	f2015.
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
		Steven Barry, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court	
Ву: _	Departs Olads	Approved as to form and legal
	Deputy Clerk	sufficiency.

LOCATION MAP

SPEED LIMIT REDUCTION FROM 30MPH TO 25MPH Bucklebury Dr / Bradfield Dr / Boxford Ct

<u>ROADWAY</u>	<u>BEGIN</u>	<u>END</u>
Bucklebury Dr	Kingsport Ave	End of Road
Bradfield Dr	Weller Ave	Kingsport Ave
Boxford Ct	Bradfield Dr	End of Road





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8853 County Administrator's Report 10. 7. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Purchase of One Truck, Cabover Style Crew Cab & Chassis, Dual

Rear Wheel for the Road Division VE 14-15.031

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of One Truck, Cabover Style Crew Cab & Chassis, Dual Rear Wheel for the Road Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the county to award a Purchase Order to Ward International Trucks, in the amount of \$57,100 for one 2016 Isuzu Cabover Style Crew Cab & Chassis, Dual Rear Wheel Truck, for the Road Division, according to the specifications of VE14-15.031.

The Purchasing Department posted the request on the Escambia County Website for 30 days, beginning July 21, 2015. One additional responsive quote was obtained from Ward International Trucks, Pensacola.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 56401]

BACKGROUND:

This Cabover Crew Cab truck, upon purchase, will replace a model in the current fleet. The current unit will be auctioned as surplus. This new unit will facilitate the continuation of the Road Division's Right-of-Way Beautification program. A quote was obtained from Isuzu Truck of Ocala for the purchase based on the specifications of VE14-15.031. The Purchasing Department posted the request on the Escambia County Website for 30 days, beginning July 21, 2015. One additional responsive quote was obtained from Ward International Trucks, Pensacola.

BUDGETARY IMPACT:

Funds are available in Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

In an effort to encourage competition from local businesses and in compliance with Board adopted policy, this purchase was advertised on the county's website for 30 days. One additional, more responsive quote was received.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Office of Purchasing will issue a Purchase Order.

Attachments

VE 14-15.031
Isuzu Ocala quote
Ward International Quote



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager Office of Purchasing

The Road Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2015 - or current mfg. year

Model: CABOVER STYLE, CREW CAB & CHASSIS (DUAL REAR WHEEL) - 4X2

Color: Manufacturer's Fleet White

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

60-90- days after receipt of order

Maximum Budgeted Purchase Amount:

\$ 57,185

VE14-15.031 Road Department Vehicle Purchase #1 - CAB & CHASSIS, CABOVER STYLE, CREW CAB (DUAL REAR WHEEL) - 4X2

Specifications:

ENGINE:

- Diesel engine-- 215 HP @2500 rpm
- Heavy duty alternator 140 Amp
- Maintenance free heavy duty battery (2) 750 CCA
- Manufacturer's heavy duty engine cooling

TRANSMISSION/AXLES:

- Manufacturer's, 6 speed standard automatic transmission
- Manufacturer's standard drive axle ratio for engine and transmission combination.

PERFORMANCE ITEMS:

- Manufacturer's standard power steering.
- Tilt and telescopic steering column
- Manufacturer's standard gauges to include oil level indicator, dash mounted
- Fuel/Water separator with dash mounted indicator light

COMFORT ITEMS:

- Manufacturer's standard air conditioning with 134A system.
- Manufacturer's standard tinted glass all around.
- Manufacturer's standard AM/FM stereo.
- Heavy duty rubber floor covering instead of carpet.
- Manufacturer's standard production seats, vinyl covering preferable, gray in color.
- Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

SAFETY ITEMS:

- Dual mount outside mirrors to provide field of vision for vehicles to 96" wide.
- Interior dome lights with left and right door activated switches.
- Manufacturer's standard air bags, if available.
- Manufacturer's standard convex mirrors.

BRAKES:

Vacuum/Hydraulic with 4-Channel ABS Disc/Drum

TIRES AND WHEELS:

- BSW steel belted radials 225/70R19.5F (12-pr).
- 19.5" x 6.0 "steel 6-hole disc wheels.
- Tire capacity: front 2,400 lbs. (ea.); rear 2,200 lbs. (ea.).

CHASSIS, FRAME, CAB:

- Manufacturer's standard colors, factory painted, Fleet White
- Minimum 30 gal.fuel tank.
- Manufacturer's standard bumper.
- Crew cab -non tilt model.

ADDITIONAL UPGRADES

- GVWR upgrade 17950 GVWR
- Crew cab model (non tilt) 176" WHEELBASE
- 127" cab to axle, minimum
- Backup alarm Factory Installed
- Temporary tag

AFTERMARKET OPTIONS

18' LANDSCAPE Manufacturer's certified factory standard beaver tail landscape wide body for dual rear wheels to include:

- 14' X 96 " FLAT BODY
- 4' DOVE TAIL
- CROSS MEMBERS ON 12" CENTERS
- 24" CAGE AND SHELF TO BE 24" OFF OF FLOOR.
- 12" BETWEEN SHELF AND CAGE
- 16" TALL SIDES WITH PASSANGER SIDE FOLD DOWN,
- SIDES TO BE CONSTRUCTED OF 1 1/2 TUBE WITH 3/4 # RAISED EXPANDED METAL WITH WASH OUT GAP, AND ANGLE PROTECTER OVER
- TOP OF EXPANDED METAL
- 4 D-RINGS
- 4' DOVETAIL WITH 3# GRATE ACROSS COMPLETE DOVETAIL
- 5 'HINGED TAILGATE WITH 1 1/2TUBE AND 3# GRATE. SPLIT GATE WITH TWO SPRINGS PER SIDE.

WITH BODY OPTIONS:

- ADDED REINFORCEMENT TUBING WITH 3 # GRATE ON TAILGATE, STANDARD LIGHTS.
- 2 EACH TRIMMER RACKS HOLD 3 (CUSTOMER WILL DETERMINE FACING IN OR OUT)
- TOOL BOX 36 X 18 X 18 BOX W/LATCH

Posting Date	Tuesday, July 21, 2015
Due Date for Offers	Friday, August 21, 2015
Depart. Contact	Wes Moreno, Director Road Department
Fleet Maint.	Terry Gray, Fleet Maintenance

VE14-15.031 Road Department Vehicle Purchase - #1 - : CABOVER STYLE, CREW CAB & CHASSIS (DUAL REAR WHEEL) - 4X2

Offers for the sale of vehicles meeting the specifications for VE14-15.031 Road Department Vehicle Purchase #1 as listed will be accepted until 5:00 pm on Friday, August 21, 2015. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

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 or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,

Matt Langley Bell, III Bldg.,

213 Palafox Place, Pensacola, Florida 32502

And clearly marked with the Specification Number <u>VE14-15.031 Road Department Vehicle</u> <u>Purchase #1 and the name of the offerer</u>.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Isuzu Truck of Ocala 3950 W. Hwy 326 Ocala Fl. 34482 407-295-3846 ext 122

To: Escambia County

Regarding FSA Contract 14-12-0904

Isuzu Truck of Ocala is pleased to quote the following Isuzu NQR via the Florida Sheriff's Association contract 14-12-0904.

Spec #6	\$37,842.00
NQR (17500 GVW upgrade)	\$2,549.00
NG454 (crew cab)	\$4,361.00
16LSCAPE (no charge for extra 2')	\$10,600.00

Non Contract Option
Tie Down Rings \$766.00
Under Body Tool Boxes \$1,067.00

Total \$57,185.00

Regards,

Bob Scharpnick Municipal Sales



Board of County Commissioners · Escambia County, Florida

Claudia Simmons, Manager Office of Purchasing

The Road Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

	-		
Base	Des	crir	tion:

Year: 2015 - or current mfg. year 2016

Model: CABOVER STYLE, CREW CAB & CHASSIS (DUAL REAR WHEEL) - 4X2

Color: Manufacturer's Fleet White

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

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Delivery Required (from order date):

60-90- days after receipt of order

Maximum Budgeted Purchase Amount:

\$ 57,185

VE14-15.031 Road Department Vehicle Purchase #1 - CAB & CHASSIS, CABOVER STYLE, CREW CAB (DUAL REAR WHEEL) - 4X2

Specifications:

ENGINE:

- Diesel engine-- 215 HP @2500 rpm
- Heavy duly alternator 140 Amp
- Maintenance free heavy duty battery (2) 750 CCA
- Manufacturer's heavy duty engine cooling

TRANSMISSION/AXLES:

- Manufacturer's, 6 speed standard automatic transmission
- Manufacturer's standard drive axle ratio for engine and transmission combination.

PERFORMANCE ITEMS:

- · Manufacturer's standard power steering.
- Tilt and telescopic steering column
- · Manufacturer's standard gauges to include oil level indicator, dash mounted
- · FuelWater separator with dash mounted indicator light

COMFORT ITEMS:

- Manufacturer's standard air conditioning with 134A system.
- · Manufacturer's standard tinted glass all around.
- Manufacturer's standard AM/FM stereo.
- · Heavy duty rubber floor covering instead of carpet.
- · Manufacturer's standard production seats, vinvl covering preferable, gray in color.
- Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

SAFETY ITEMS:

- Dual mount outside mirrors to provide field of vision for vehicles to 96" wide.
- Interior dome lights with left and right door activated switches.
- Manufacturer's standard air bags, if available.
- Manufacturer's standard convex mirrors.

BRAKES:

Vacuum/Hydraulic with 4-Channel ABS Disc/Drum

TIRES AND WHEELS:

- BSW steel belted radials 225/70R19.5F (12-pr).
- 19.5" x 6.0 "steel 6-hole disc wheels.
- Tire capacity: front 2,400 lbs. (ea.); rear 2,200 lbs. (ea.).

CHASSIS, FRAME, CAB:

- · Manufacturer's standard colors, factory painted, Fleet White
- Minimum 30 gal.fuel tank.
- Manufacturer's standard bumper.
- Crew cab –non tilt model.

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213 Palafox Place, 2nd Floor, Pensacola, Fl 32502, (850)595-4980 www.myescambia.com

ADDITIONAL UPGRADES

- GWR upgrade 17950 GWR
- Crew cab model (non tilt) 176" WHEELBASE
- 127" cab to axle, minimum
- · Backup alarm Factory Installed
- Temporary tag

AFTERMARKET OPTIONS

18' LANDSCAPE Manufacturer's certified factory standard beaver tail landscape wide body for dual rear wheels to include:

- 14' X 96 " FLAT BODY
- 4' DOVE TAIL
- CROSS MEMBERS ON 12" CENTERS
- 24" CAGE AND SHELF TO BE 24" OFF OF FLOOR.
- 12° BETWEEN SHELF AND CAGE
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- 5 'HINGED TAILGATE WITH 1 1/2TUBE AND 3# GRATE. SPLIT GATE WITH TWO SPRINGS PER SIDE.

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- ADDED REINFORCEMENT TUBING WITH 3 # GRATE ON TAILGATE, STANDARD LIGHTS.
- 2 EACH TRIMMER RACKS HOLD 3 (CUSTOMER WILL DETERMINE FACING IN OR OUT)
- TOOL BOX 36 X 18 X 18 BOX W/LATCH

YES



2016 Isuzu NQR DSL CREW (NS454) 176" WB WHITE CAB IBT AIR PWL (3)

Standard Equipment

Mechanical

Truck Application

GVWR, 17950 lbs (8142 kg) capacity

4HK1-TC, diesel engine 317 CID (5.19L). 215 HP at 2550 RPM: 452 ft-lb gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system and engine cruise control. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level. Rear engine cover.

Air Cleaner, 11 in. diameter Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction gauge. The air cleaner snorkel is incorporated into the back of the cab and incorporates a resonator.

Alternator, 140 AMP with integral regulator

Battery, Dual 12-V maintenance free, 750 CCA each

Transmission, Automatic, Aisin A465 6-speed. Ratios: 3.742, 2.003, 1.343, 1.000, 0.773, 0.634, Rev 3.539

Rear wheel drive

Front GAWR, 6830 lbs (3098 kg) capacity

Front Axle, Reverse Elliot "I"-beam rated at 6830 lbs. (3098 kg). Includes integral hydraulic power steering. Ratio 18.8-20.9:1

Front Suspension, 8440 lbs. (3828 kg) capacity. Semi-elliptical steel alloy tapered leaf springs. Includes shock absorbers and stabilizer bar.

Front Wheels, 19.5" x 6", 6-hole disc, painted white

Front Tires, 225/70R19.5F (12 ply) tubeless Radial, all season tread

Rear GAWR, 12980 lbs (5888 kg) capacity

Rear Axle, Full-floating single-speed, 14550 lbs. (6600 kg) capacity with oil lubricated rear wheel bearings

Rear Axle Ratio, 5.125:1

Rear Suspension, 14550 lbs. (6600 kg) capacity. Semi-elliptical steel alloy multi-leaf springs. Includes shock absorbers.

Rear Wheels, 19.5" x 6", 6-hole disc, painted white

Rear Tires, 225/70R19.5F (12 ply) tubeless Radial, all season tread

Wheelbase, 176" (447.0 cm), includes ladder type channel frame. Full C section straight frame 33.5 inches (85.1 cm) wide. Yield strength 44,000 psi, section modulus 11.89 cu.in. and RBM 523,160 lb-ft/in per rail.

Fuel Tank, 30-gallon (113.6L) rectangular fuel tank. Mounted between frame rail through the rail fuel fill. Fuel water separator with dash mounted warning light.

Brake System, Dual circuit, hydro-boost hydraulic with EBD (Electronic Brake Distribution). Disc front and selfadjust outboard mounted drum rear. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic linings are standard. 4 channel anti-lock brake system.

Exhaust Brake, Butterfly valve type

Current report content is based on Data Version 994, Jul 29, 2015 9:08:00 PM PDT. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

Jul 30, 2015 Page 2



2016 Isuzu NQR DSL CREW (NS454) 176" WB WHITE CAB IBT AIR PWL (3)

Mechanical	
	Exhaust System, Single horizontal with DPF (Diesel Particulate Filter)
Exterior	以中华的民族的人,但是
	Paint Scheme, Solid
	Hexapod cab
	Cab Mounts, All steel 7 passenger low cab forward, BBC 109.9 in. (279.1 cm)
	Daytime running lamps
	Windows, Tinted glass
	Mirrors, Dual cab mounted exterior with integral convex mirror
	Windshield Wipers, Intermittent wet-arm
Interior	
	Multi-Information Display (MID) (monitors vital functions including diesel exhaust fluid levels (DEF), particulate matter emissions level in the diesel particulate filter (DPF), diesel particulate filter regeneration, service reminders for engine oil, transmission oil, differential oil, power steering fluid, engine oil filter, and fuel filters. Th MID provides fuel economy reporting by average, instant, and trip.)
	Isuzu Vehicle Health Report (Standard on all N-Series diesel trucks, exclusive to Isuzu, monitors the trucks

Isuzu Vehicle Health Report (Standard on all N-Series diesel trucks, exclusive to Isuzu, monitors the trucks performance, and driver behavior. Reports provide detailed information on engine operation, braking, emissions, fuel economy, acceleration & deceleration frequency, idling, and speed history. Ask your Isuzu dealer to provide you with an Isuzu Vehicle Health Report at your next service.)

AM/FM/CD stereo radio

Tricot cloth covered reclining highback driver seat with single two occupant fold down passenger seat

Seats, Passenger, Four passenger rear bench seat

Front floor mats

Tilt and telescoping steering column

Cruise control

Power windows & door locks

Door/seatback map pockets

Overhead storage shelf

Dome light

Safety-Mechanical

4 channel anti-lock brake system

Daytime running lamps

EBD (Electronic Brake Distribution)

Current report content is based on Data Version 994, Jul 29, 2015 9:08:00 PM PDT. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



2016 Isuzu NQR DSL CREW (NS454) 176" WB WHITE CAB IBT AIR PWL (3)

WARRANTY

Basic Years: 3

Basic Miles/km: Unlimited

Drivetrain Years: 3

Drivetrain Miles/km: Unlimited

Corrosion Years: 4

Corrosion Miles/km: Unlimited

Frame Rail Years: 3

Frame Rail Miles/km: Unlimited

Frame Rail Note: 3 Years to 5 Years/Unlimited Parts and Labor have a 50% charge



QUOTE

DATE	QUOTE#
7/28/2015	12753

NAN	ME / ADDRESS				VIN #	/ STOCK #
P.O. BO MOBII	INTERNATION OX 5375 .E, AL 36605 A	ALTRUCKS ENSACOLA, FL			VIIV #	731008#
1-800-	70-05-1		P.O. NO.	SALESMAN	REP	
				DEN		
QTY	ITEM		DESCRIPTION	NC		
	BODY BL-18	18' OPEN LANDSCAPE, STANDARD ISUZU CREW CAB BASIC LAWNCARE BL-18 14' X 96 " FLAT 4' DOVE TAIL CROSS MEMBERS ON 16" CENTERS 24" CAGE AND SHELF TO BE 24" OFF OF FLOOR, 12" BETWEEN SHELF AND CAGE 16" TALL SIDES WITH PASSANGER SIDE FOLD DOWN,SIDES TO BE CONSTRUCTED OF 1 1/2 TUBE WITH 3/4 # RAISED EXPANDED METAL WITH WASH OUT GAP, AND ANGLE PROTECTER OVER TOP OF EXPANDED METAL 4 D-RINGS				
		4' DOVETAIL WITH 3 COMPLETE DOVETA WITH 1 1/2 TUBE AN WITH ONE SPRINGS EXTRA HORIZONTAI UPRIGHTS FOR 1700#	IL AND 5 D 3/4 # 9 R/ PER SIDE. L TUBE BE # MACHINE	HINGED TAIL AISED. SPLIT C TWEEN TWO C	GATE GATE	
	TRIMMER R	TRIMMER RACK HO DETERMINE FACING 36 X 18 X 18 BOX WI	IN OR OU		l	



QUOTE

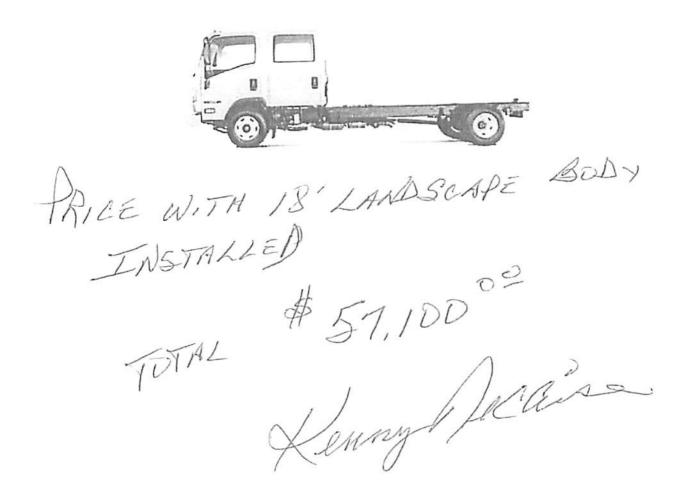
DATE	QUOTE #
7/28/2015	12753

VARD INTERNATIONAL TRUCKS 10. BOX 5375 MOBILE, AL 36605 ALASACULA P.O. NO. SALESMAN REP DEN DEN DEN DESCRIPTION 1 36"TOOL BOX 36" TOOL BOX 36 X 18 X 18 DELIVERY DENSACOLA, FLA	P.O. NO. SALESMAN REP DEN DEN DEN 1 36"TOOL BOX 36" TOOL BOX 36 X 18 X 18	NAN	ME / ADDRESS			
P.O. NO. SALESMAN REP DEN DEN 1 36"TOOL BOX 36" TOOL BOX 36 X 18 X 18	P.O. NO. SALESMAN REP DEN OTY ITEM DESCRIPTION 1 36"TOOL BOX 36" TOOL BOX 36 X 18 X 18	O. BOMOBII	OX 5375 LE, AL 36605 PE			VIN # / STOCK
DESCRIPTION 1 36"TOOL BOX 36" TOOL BOX 36 X 18 X 18	OTY ITEM DESCRIPTION 1 36"TOOL BOX 36" TOOL BOX 36 X 18 X 18			P.O. NO.	SALESMAN	REP
1 36"TOOL BOX 36" TOOL BOX 36 X 18 X 18	1 36"TOOL BOX 36" TOOL BOX 36 X 18 X 18				DEN	
30 100E BOX 30 X 10 X 10	20 100E BOX 30 X 10 X 10	QTY	ITEM	DESCRIPTION	ON	
		1	DELIVERY		.A	
		- 1	1			



ESCAMBIA COUNTY, FL.

2016 Isuzu NQR DSL CREW (NS454) 176" WB WHITE CAB IBT AIR PWL (3)





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8851 County Administrator's Report 10. 8.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Purchase of Two 3/4 Ton 2WD Crew Cab Pickup Trucks for the Road

Division VE 14-15.033

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Two 3/4 Ton Crew Cab Pickup Trucks for the Road Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the county to utilize the Florida Sheriff's Association Contract #14-22-0904 and award a Purchase Order to Duval Ford, in the amount of \$70,920, for two 2016 Ford F250 3/4 Ton 2WD Crew Cab Pickup Trucks for the Road Division, according to the specifications of VE14-15.033.

The Purchasing Department posted the request on the Escambia County Website for 30 days, beginning July 21, 2015. No other responsive quotes were received.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 56401]

BACKGROUND:

These Crew Cab pickup trucks, upon purchase, will replace like models in the current fleet, asset numbers 49770 and 49777. The current units will be auctioned as surplus. These new units will facilitate the continuation of the Road Division's Road Maintenance programs. A quote was obtained from Duval Ford for the purchase based on the specifications of VE14-15.033. The Purchasing Department posted the request on the Escambia County Website for 30 days, beginning July 21, 2015. No other responsive quotes were received.

BUDGETARY IMPACT:

Funds are available in Fund 175 Transportation Trust Fund, Cost Center 210405, Object Code 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

In an effort to encourage competition from local businesses and in compliance with Board adopted policy, this purchase was advertised on the county's website for 30 days. There were no responses.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order upon approval.

Attachments

VE 14-15.033
Duval Ford Quote



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager Office of Purchasing

The Road Department of Escambia County, Florida desires to purchase:

Quantity: Two (2) ea.

Base Description:

Year: 2015 - or current mfg. year

Model: 3/4 TON CREW CAB PICKUP TRUCK - 4X2; 2015

Color: Manufacturer's Fleet White w/gray or neutral interior

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

90- days after receipt of order

Maximum Budgeted Purchase Amount:

\$ 35,460 per unit

VE14-15.033 – ROAD DEPARTMENT VEHICLE PURCHASE #3 – TWO (2) 3/4 TON CREW CAB PICKUP TRUCK - 4X2; 2015 OR CURRENT YEAR MFG.'S MODEL

SPECIFICATION:

ENGINE:

• Manufacturer's standard V8 diesel engine, alternator, battery and cooling package.

TRANSMISSION/AXLES:

- Manufacturer's standard automatic transmission.
- Manufacturer's standard drive axle ratio for engine and transmission combination.

PERFORMANCE ITEMS:

- Manufacturer's standard power steering.
- Manufacturer's standard gauges.

COMFORT ITEMS:

- Manufacturer's standard air conditioning with 134A system.
- Manufacturer's standard tinted glass all around.
- Manufacturer's standard AM/FM stereo.
- Heavy duty rubber floor covering instead of carpet.
- Manufacturer's standard production seats. Gray or neutral vinyl covering
- Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

SAFETY ITEMS:

- Dual outside mirrors and inside rearview mirror.
- Interior dome lights with left and right door activated switches.
- Manufacturer's standard air bags.

BRAKES:

Four wheel anti-lock brake ABS system.

TIRES AND WHEELS.

- Manufacturer's standard tires and wheels.
- Conventional spare tire mounted underbody

CHASSIS, FRAME, CAB:

- Manufacturer's Fleet white exterior factory color, gray or neutral interior
- Manufacturer's standard fuel tank.

- Manufacturer's standard front and rear bumpers.
- Fleetside long bed.

With additional:

FACTORY OPTIONS/UPGRADES

- Manual Regeneration System
- Electric brake controller
- Limited slip differential
- Rainshields flange style
- Heavy duty aluminum tool box
- Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent)
- Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2"square removable receiver, 1" shank with 2" ball
- All terrain tread tires
- Backup alarm, factory installed
- Temporary tag

AFTERMARKET OPTIONS:

• Whelen 4 corner strobes, white LED

Posting Date	Tuesday, July 21, 2015
Due Date for Offers	Friday, August 21, 2015
Depart. Contact	Wes Moreno, Director Road Department
Fleet Maint.	Terry Gray, Fleet Maintenance

VE14-15.033 Road Department Vehicle Purchase - #3 — Two (2) TWO (2) 3/4 TON CREW CAB PICKUP TRUCK - 4X2; 2015 OR CURRENT YEAR MFG.'S MODEL

Offers for the sale of vehicles meeting the specifications for VE14-15.033 Road Department Vehicle Purchase #3 as listed will be accepted until 5:00 pm on Friday, August 21, 2015. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

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 or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,

Matt Langley Bell, III Bldg.,

213 Palafox Place, Pensacola, Florida 32502

And clearly marked with the Specification Number <u>VE14-15.033 Road</u> <u>Department Vehicle</u> <u>Purchase #3 and the name of the offerer</u>.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

ESCAMBIA COUNTY



TOTAL QUANTITY

ESCAMBIA COUNTY Duval Ford Fleet Sales TERRY GRAY Patti Ulsch (Work) 904-388-2144 (Fax) 904-387-6816 1616 Cassat Ave. Jax, FL 32210 I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #14.22.0904 chassis / 14.22.0904. (www.fisheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order. FORD F-250 CREW CAB 2WD (W2A) \$ 23,003.00 SPEC 53 172" WB STD 8 FOOT BED Z1, AS OXFORD WHITE EXTERIOR W/STEEL VINYL INTERIOR STD 0 0 0 99T 8,400.00 6.7 L POWER STROKE 4V DIESEL V8 ENGINE \$ 98R 249.00 OPERATOR COMMANDED REGENERATION TOWPKG TRAILER TOWING PACKAGE 865.00 0 0 52B ELECTRIC BRAKE CONTROLLER 269.00 X3E LIMITED SLIP DIFFERENTIAL 389.00 0 TCD ALL TERRAIN TIRES 454.00 WBUA BACK UP ALARM, DEALER INSTALLED 130.00 SPRAY-ON BEDLINER 565.00 85S RS TBX RAINSHIELDS - FLANGE STYLE 160.00 HEAVY DUTY ALUMINUM TOOLBOX 395.00 TEMP 6.00 TEMPORARY TAG WVTX (4) WHELEN CORNER LED STROBES - WHITE 230.00 RDC Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b. Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements included. No \$
applicable when agency is domiciled in same zone as the base award. Amount is computed via statistical 0 algorithm utilizing trending market sales data and median variable freight costs within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit cost, where applicable, is 0 derived per section 3.55 LABOR Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies \$115 \$ 345.00



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8758 County Administrator's Report 10. 9. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Supplemental Budget Amendment #228 - Road Prison Manhunt Field

Trials

From: Amy Lovoy, Assistant County Administrator

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #228 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #228, Escambia Restricted Fund (101), in the amount of \$4,500, to recognize reimbursements the County will be receiving from the Southeastern States Manhunt Field Trial Teams, and to appropriate these funds for related operational expenses.

BACKGROUND:

The Road Prison will be receiving reimbursements for the Southeastern States Manhunt Field Trials. They expect 30 teams to participate and will pay \$150 per event. These funds must now be recognized and appropriated to cover additional operational activities associated with this event. These funds will be placed into the Escambia County Restricted Fund (101).

BUDGETARY IMPACT:

This amendment will increase Fund 101 by \$4,500.

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:

Attachments

SBA# 228

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 will receive reimbursements for the Southeastern States Manhunt Field Trials. The Road Prison expects 30 teams to participate and each team will be paying \$150 per event to join in the trials. These funds must now be recognized and appropriated to cover additional operational activities associated with the event.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2015:

Account Code 366401 Account Code/ Project Number 55201	\$4,500 Amount 4,500
Project Number	Amount
Project Number	
	\$4,500
ers of Escambia County upon adoption of this l	, Florida, Resolution.
BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA	
Steven Barry	y, Chairman
	OF ESCAMBIA COUNT



Al-8800 County Administrator's Report 10. 10. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: SBA#231 - Sheriff's Off-Duty Officer, Insurance, Firing Range, and

Miscellaneous Reimbursements/Fees

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #231 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #231, General Fund (001), in the amount of \$147,187, to recognize the Sheriff's Department off-duty officer, insurance, firing range, and miscellaneous reimbursements/fees, and to appropriate these funds for the purchase of computer security software to support the Sheriff's law enforcement activities in Escambia County.

BACKGROUND:

The Sheriff's Department has received off-duty officer, insurance, firing range, and miscellaneous reimbursements/fees associated with proving law enforcement in Escambia County. SBA#231 appropriates these funds back into the Sheriff's FY 2014/15 Budget to purchase security software for law enforcement operations.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by \$147,187.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Attachments

SBA#231

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:

Conoral Fund	1		
General Fund Fund Name	Fund Number		
D			
Revenue Title Miscellaneous Sheriff Fees	Fund Number	Account Code	Amount
Insurance Proceeds	1	369939 369008	10,251 61,943
Reimbursements	1	369401	73,203
Reimbursements Firing Range	1	347532	1,790
Trombarcomonic Fining Frange	·	0 17 002	1,7.00
Total			\$147,187
		Account Code/	
Appropriations Title	Fund Number/Cost Center	Project Number	Amount
Capital Outlay	001/540101	59704	147,187
	-		
Total			\$147,187
NOW THEREFORE, be it resolved by that the foregoing Supplemental Budg			
ATTEST:		BOARD OF COUNTY COM	MISSIONERS
PAM CHILDERS		OF ESCAMBIA, COUNTY,	
CLERK OF THE CIRCUIT COURT		., ., ., ., ., ., ., ., ., ., ., .,	
Deputy Clerk		Steven Bar	rry, Chairman
Adopted			

Supplemental Budget Amendment # 231



Al-8820 County Administrator's Report 10. 11.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Supplemental Budget Amendment #233 - Appropriation of Road Prison

Inmate Commissary Unanticipated Revenues

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #233 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #233, Transportation Trust Fund (175), in the amount of \$67,600, to recognize revenue over budget from the Road Prison Inmate Commissary, and to appropriate these funds to pay the food services vendor and other Commissary vendors, due to increased inmate population for the remainder of Fiscal Year 2014-2015.

BACKGROUND:

The Road Prison has more inmates than anticipated this year due to housing some of the jail inmates after the explosion. The higher population has caused the Commissary fund to exceed its budget for the year for food services and other items. Commissary revenues are also greater than anticipated or budgeted, so there are funds available to cover the shortage. This amendment will recognize those additional revenues so expenditures can be covered through the fiscal year end.

BUDGETARY IMPACT:

This amendment will increase Fund 175 by \$67,600.

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#233

Board of County Commissioners Escambia County Supplemental Budget Amendment Resolution

Resolution Number R2015-

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

WHEREAS, Escambia County Corrections Department, Road Prison Inmate Commissary, has collected more revenues than anticipated or budgeted, and these funds must be recognized and appropriated to cover year end expenditures.

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:

Transportations Trust	175		
Fund Name	Fund Number		
Revenue Title Road Prison Inmate Commissary	Fund Number 175	Account Code 342301	Amount \$67,600
Total			\$67,600
Appropriations Title Operating Supplies	Fund Number/Cost Center 175/290205	Account Code/ Project Number 55201	Amount \$67,600
Total		-	\$67,600
NOW THEREFORE, be it resolved by that the foregoing Supplemental Bud			
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT		BOARD OF COUNTY COOF ESCAMBIA COUNT	
Deputy Clerk		Steven Barry	, Chairman
Adopted			
OMB Approved			
Supplemental Budget Amendment #233			



Al-8828 County Administrator's Report 10. 12.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Reduction of the Minimum Bid Required for Sale of Surplus Real

Property Located at 106 Brandon Avenue

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reduction of the Minimum Bid Required for Sale of Surplus Real Property Located at 106 Brandon Avenue - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning reduction of the minimum bid required for sale of surplus real property located at 106 Brandon Avenue, due to the Property Appraiser's reassessed value:

A. Authorize the sale of surplus real property located at 106 Brandon Avenue, Account Number: 08-1223-000, Reference Number: 50-2S-30-5060-020-006, to the bidder with the highest offer received at or above the reassessed minimum bid of \$9,500, in accordance with Section 46.134, of the Escambia County Code of Ordinances, without further action of the Board; and

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

BACKGROUND:

This property escheated to the County on March 13, 2014. The Board declared the property surplus and authorized its sale at its Board Meeting on April 29, 2014, with a minimum bid set at the then current value assessed by the Property Appraiser's Office, \$43,856. The Property Appraiser has now reassessed and reduced their value to \$9,500, because the house will require a substantial amount of repair. The County has no need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

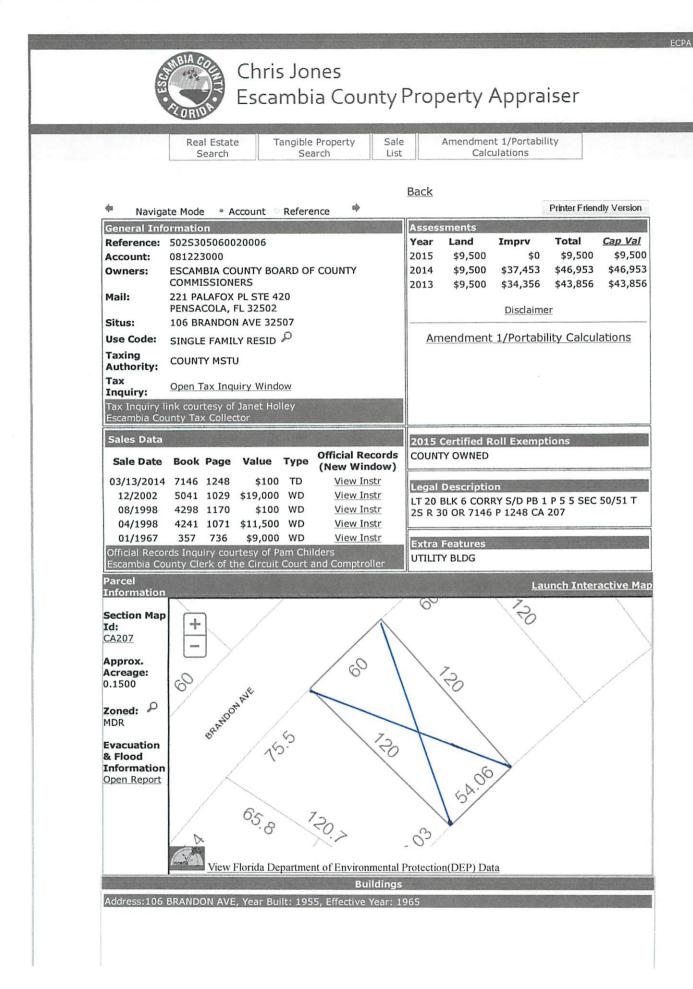
Escambia County Ordinance, Section 46.134.

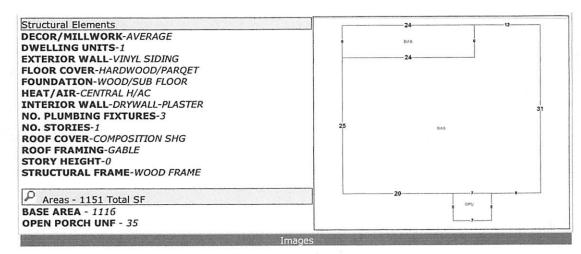
IMPLEMENTATION/COORDINATION:

N/A

Attachments

Backup - 106 Brandon Avenue







2/2/15

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

Last Updated:08/20/2015 (tc.5596)

Chris Jones Escambia County Property Appraiser



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 1-38. Approval of Various Consent Agenda Items Continued
 - 12. Adopting the Resolution (R2014-36) approving Supplemental Budget Amendment #141, Debt Service Fund (203), in the amount of \$1,011,794, to recognize receipts from the Institute of Human and Machine Cognition and to appropriate these funds to make the annual debt service payments on the 2013 Capital Improvement Revenue Note.
 - 13. Adopting the Resolution (R2014-37) approving Supplemental Budget Amendment #156, Library Fund (113), in the amount of \$695,792, to recognize residual funds from the City of Pensacola for the Library System and, also, donations from Friends of the Library, and to appropriate these funds into the current year's Budget for library operations and renovations to the main library for a cafe.
 - 14. Adopting the Resolution (R2014-38) approving Supplemental Budget Amendment #163, Other Grants and Projects Fund (110), in the amount of \$36,973, and General Fund (001), in the amount of \$2,576, to recognize currently unbudgeted Emergency Solutions Grant funds as awarded by the U.S. Department of Housing and Urban Development and appropriate these funds for the Emergency Solutions Grant for homelessness prevention, rapid re-housing services, indirect cost, and administrative cost.
 - 15. Taking the following action concerning the surplus and sale of real property located at 106 Brandon Avenue that has escheated to the County:
 - A. Authorizing the County Attorney to take such necessary actions to evict the occupants of this County-owned property, if they are still occupying the premises;
 - B. Declaring surplus the Board's real property, Account Number 08-1223-000, Reference Number 50-2S-30-5060-020-006:
 - C. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
 - D. Authorizing the Chairman to sign all documents related to the sale.



AI-5984

County Administrator's Report

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/29/2014

Issue:

Surplus and Sale of Real Property

From:

Amy Lovoy, Department Head

Organization:

OMB

CAO Approval:

RECOMMENDATION

Recommendation Concerning the Surplus and Sale of Real Property Located at 106 Brandon Avenue that Has Escheated to the County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at 106 Brandon Avenue that has escheated to the County:

- A. Authorize the County Attorney to take such necessary actions to evict the occupants of this County-owned property, if they are still occupying the premises:
- B. Declare surplus the Board's real property, Account Number 08-1223-000, Reference Number 50-2S-30-5060-020-006:
- C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
- D. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

This property escheated to the County in March, 2014. The sale of the parcel will be set at the current value assessed by the Property Appraiser. The County does not have a need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

106Brandon Avenue backup



Al-8831 County Administrator's Report 10. 13.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Reduction of the Minimum Bid Required for Sale of Surplus Real

Property Located at 20 West Washington Street

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reduction of the Minimum Bid Required for Sale of Surplus Real Property Located at 20 West Washington Street - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning reduction of the minimum bid required for sale of surplus real property located at 20 West Washington Street, due to the Property Appraiser's reassessed value:

A. Authorize the sale of surplus real property located at 20 West Washington Street, Account Number: 08-1479-000, Reference Number: 51-2S-30-6000-000-008, to the bidder with the highest offer received at or above the reassessed minimum bid of \$5,422, in accordance with Section 46.134, of the Escambia County Code of Ordinances, without further action of the Board; and

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

BACKGROUND:

This property escheated to the County on June 6, 2014. The Board declared the property surplus and authorized its sale at its Board Meeting on July 10, 2014, with a minimum bid set at the then current value assessed by the Property Appraiser, \$17,586. The Property Appraiser has now reassessed and reduced their value to \$5,422, because the house requires a substantial amount of repair. The County has no need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

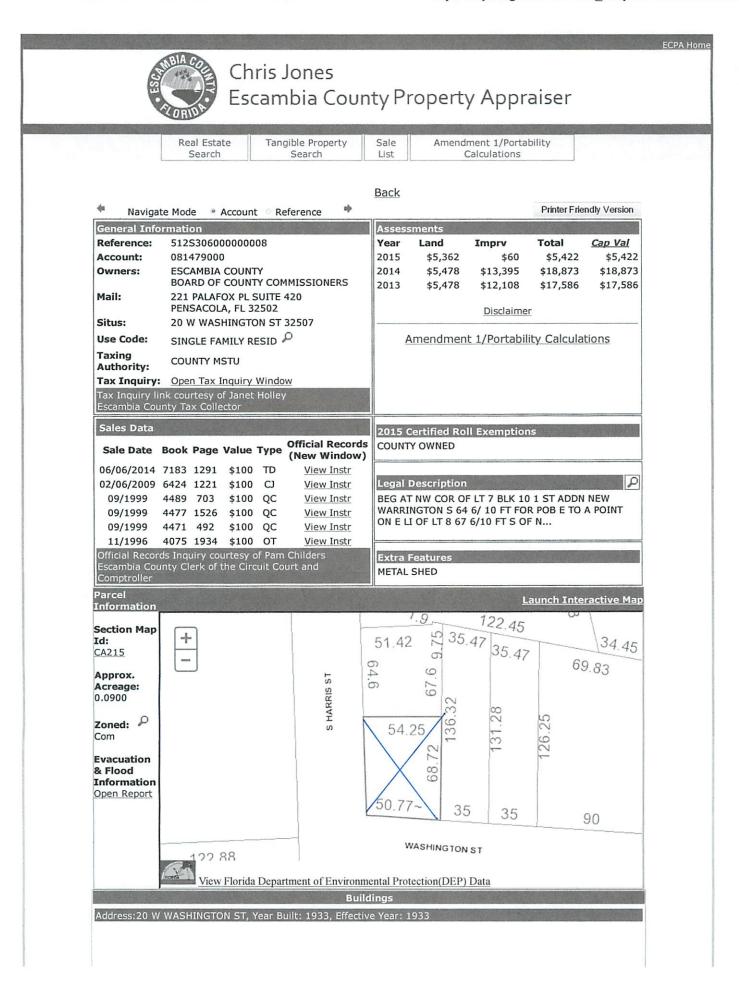
Escambia County Ordinance, Section 46.134.

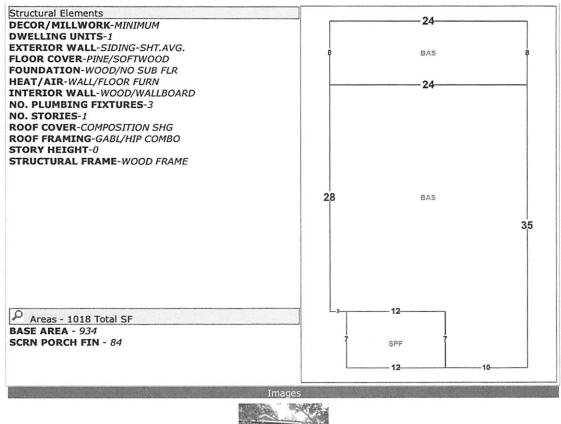
IMPLEMENTATION/COORDINATION:

N/A

Attachments

Backup - 20 West Washington Street





6/25/14

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

Last Updated:08/20/2015 (tc.6119)

Chris Jones Escambia County Property Appraiser



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-19. Approval of Various Consent Agenda Items Continued
 - 7. Taking the following action concerning the surplus and sale of real properties, located at the following locations, that have escheated to the County:
 - A. Authorizing the County Attorney to take such necessary actions to evict the occupants of County-owned properties, if they are still occupying the premises;
 - B. Declaring surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District noted:

Account	Reference	2013 PA Value	Address	District
063673000	332S301300006012	ING UXA	3700 West Moreno Street Block	3
064006100	332S303300092265	\$6,935	3502 West Cervantes Street	2
064094000	332\$303301005274	\$7,434	3403 West Lloyd Street	3
064306500	332S304000013242	\$6,814	600 Y Street Block	2
070787000	342S300660000021	\$6,032	3722 James Street	2
070979200	342\$300850001002	\$3,311	901 Krasnosky Street	2
070989000	342\$300860050001	\$5,652	3704 West Cervantes Street	2
071619000	342S301150011003	\$11,400	17 Carey Avenue	2
074108730	372S303400014002	\$8,075	10 Beth Circle	2
081010000	502\$305040003004	\$7,195	706 Wingate Street	2
081479000	512S306000000008	\$17,586	20 West Washington Street	2
081839000	502\$306070120004	\$7,600	89 Leyte Drive	2
084039000	592S301000010017	\$14,250	13 Elegans Avenue	2
084369000	592\$302700002038	\$7,960	200 Seamarge Lane Block	2
070729000	342\$300590034059	\$10,347	533 North Green Street	3

(Continued on Page 21)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-19. Approval of Various Consent Agenda Items Continued
 - 7. Continued...
 - B. Continued...

Account	Reference	2013 PA Value	Address	District
092642000	012S314301001002	\$6,175	4900 Sierra Drive Block	1
094070110	192S314209003002	\$4,180	200 S Crow Road Block	1
101348500	362S311010000005	\$16,862	5900 Princeton Drive Block	1
112711110	091N311000233004	\$5,107	Off Muscogee Road	5

- C. Authorizing the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
- D. Authorizing the Chairman to sign all documents related to the sales.
- 8. Taking the following action concerning PD 13-14.054, Financial Auditing Services (Funding: Fund 001, General Fund, Cost Center 140201, Object Code 53101):
 - A. Approving the following ranking of the Proposal Review Committee:
 - (1) Warren Averett, LLC;
 - (2) Saltmarsh, Cleaveland and Gund; and
 - (3) Carr, Riggs & Ingram CPA's and Advisors; and

(Continued on Page 22)



AI-6374

County Administrator's Report

11. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date:

07/10/2014

Issue:

Surplus and Sale of Real Properties

From:

Amy Lovoy, Department Head

Organization:

OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Escheated Properties -Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real properties, located at the following locations, that have escheated to the County:

A. Authorize the County Attorney to take such necessary actions to evict the occupants of County-owned properties, if they are still occupying the premises;

B. Declare surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District (Dist) noted:

Account	Reference	2013 PA Value	Address	District
063673000	332S301300006012	\$9,984	3700 W Moreno St Blk	3
064006100	332S303300092265	\$6,935	\$6,935 3502 W Cervantes St	
064094000	332S303301005274	\$7,434	3403 W Lloyd St	3
064306500	332S304000013242	\$6,814	600 Y St Blk	2
070787000	342S300660000021	\$6,032	3722 James St	2
070979200	342S300850001002	\$3,311	901 Krasnosky St	2
070989000	342S300860050001	\$5,652	3704 W Cervantes St	2
071619000	342S301150011003	\$11,400	17 Carey Ave	2
074108730	372S303400014002	\$8,075	10 Beth Circle	2
081010000	502S305040003004	\$7,195	706 Wingate St	2
081479000	512S306000000008	\$17,586	20 W Washington St	2
081839000	502S306070120004	\$7,600	89 Leyte Drive	2
084039000	592S301000010017	\$14,250	13 Elegans Ave	2
084369000	592S302700002038	\$7,960	200 Seamarge Ln Blk	2

090236618	031S311000000007	\$21,314	Bristol Creek-Waste Land	5
070729000	3428300590034059	\$10,347	1533 N Green St	3
090237250	0318311101000005	\$13,894	Devine Farm Rd	5
092642000	0128314301001002	\$6,175	4900 Sierra Drive Blk	1
094070110	1928314209003002	\$4,180	200 S Crow Rd Blk	T
101348500	362S311010000005	\$16,862	5900 Princeton Dr Blk	1
112711110	091N311000233004	\$5,107	Off Muscogee Rd	5

- C. Authorize the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinance; and
- D. Authorize the Chairman to sign all documents related to the sales.

BACKGROUND:

These properties escheated to the County on June 6, 2014. The sale of the parcel will be set at the current value assessed by the Property Appraiser. The County does not have a need for these properties.

BUDGETARY IMPACT:

Sale of these properties will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

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June Escheated Properties-backup



Al-8817 County Administrator's Report 10. 14.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Reduction of the Minimum Bid Required for Sale of Surplus Real

Property Located at 2400 North S Street

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reduction of the Minimum Bid Required for Sale of Surplus Real Property Located at 2400 North "S" Street - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning reduction of the minimum bid required for sale of surplus real property located at 2400 North "S" Street, due to the Property Appraiser's reassessed value:

A. Authorize the sale of surplus real property located at 2400 North "S" Street, Account Number: 06-2114-000, Reference Number: 17-2S-30-1500-019-026, to the bidder with the highest offer received at or above the reassessed minimum bid of \$4,505, in accordance with Section 46.134, of the Escambia County Code of Ordinances, without further action of the Board; and

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

BACKGROUND:

This property escheated to the County on May 2, 2014. The Board declared the property surplus and authorized its sale at its Board Meeting on June 3, 2014, with a minimum bid of \$7,386. The Property Appraiser has now reassessed and reduced their value to \$4,505, because the improvement was removed. The County has no need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

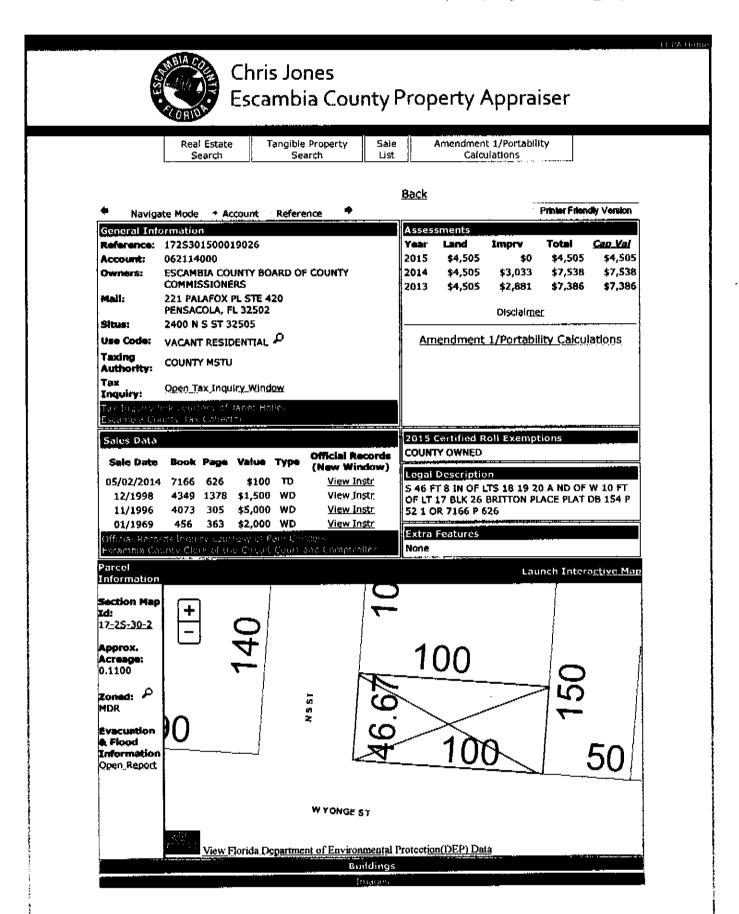
Escambia County Ordinance, Section 46.134.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

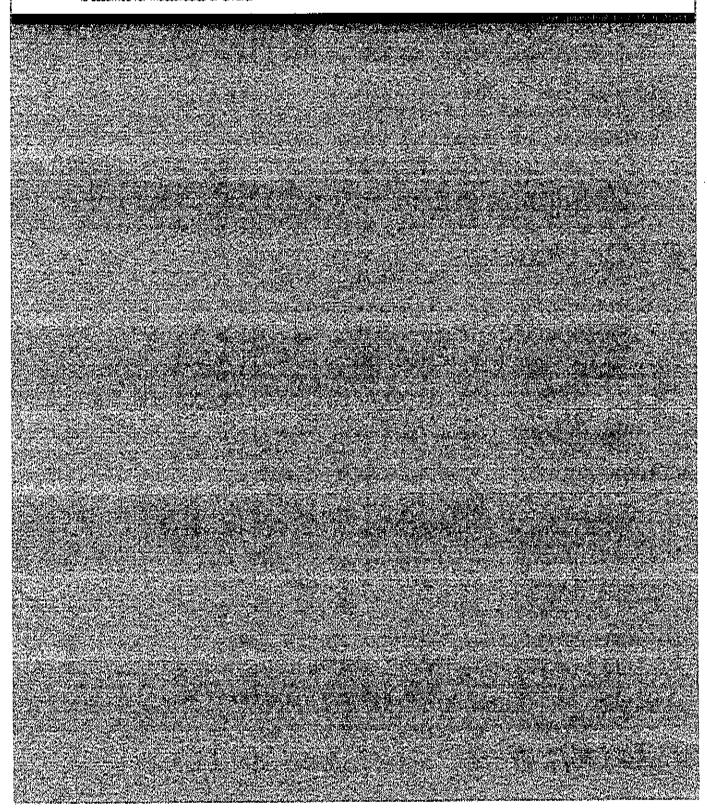
Backup - 2400 North S Street

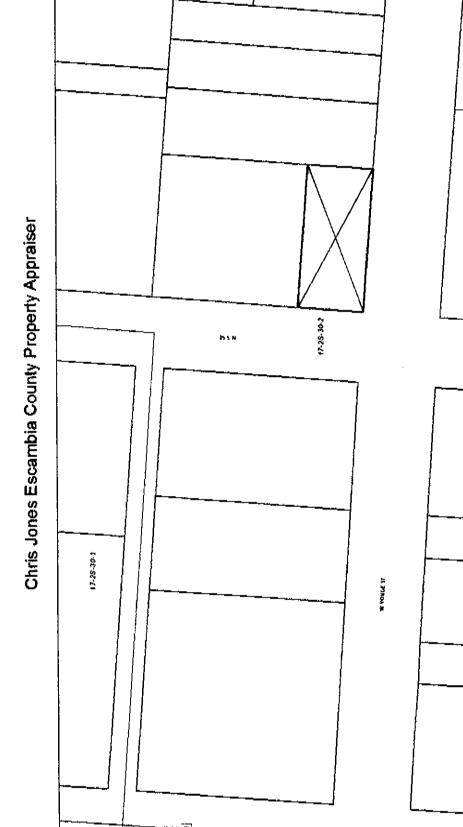




2/6/03

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.





Property Line All Roads County Road ☐ Map Grid ☐ City Read August 19, 2015

0.02 m 0.03 km

0.0075 0.015 0.005

1:489 0.01

Interstate

State Road

LS Highway

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 13. Surplus and Sale of Real Property

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, taking the following action concerning the surplus and sale of real properties, located at the following locations, that have escheated to the County:

- A. Authorizing the County Attorney to take such necessary actions to evict the occupants of these County-owned properties, if they are still occupying (the) premises;
- B. Declaring surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District (Dist) noted:

Account	Reference	Address	2013 PA Value	Dist
133766000	000S009020025102	310 East Mallory Street	\$57,356	3
020304000	111S301101003090	9300 Palafox Highway Block	\$9,500	3
021422000	121S306105000000	470 East Johnson Avenue	\$4,788	3
021430000	121S306106000018	8520 Sonnyboy Lane	\$5,415	3
023626000	211S302101010015	309 Vera Lane	\$7,125	3
030728000	231S302500003006	7731 Fiesta Road	\$8,075	3
030763240	231S303500027001	7812 Calahan Place	\$8,075	3
030800000	231S304401000016	1322 Basin Street	\$7,600	3
050788000	0425306001018002	2910 North Tarragona Street	\$7,200	3
050809000	042\$306001035003	3006 North Tarragona Street	\$7,200	3
061324000	1725301300001033	1900 North "T" Street	\$14,535	3
061344000	1725301300170035	2408 West Lakeview Avenue	\$7,009	3
061359000	1 7 2S301300017037	2600 West Lakeview Avenue Block	\$9,233	3
061360000	172S301300019037	2600 West Lakeview Avenue Block	\$9,233	3

(Continued on Page 40)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 13. Continued....
 - B. Continued...

Account	Reference	Address	2013 PA Value	Dist
062114000	172S301500019026	2400 North "S" Street	\$7,386	3
062218000	172\$301600830083	1912 West St Catherine Street	\$14,108	3
062389000	172S305009023041	1224 West Hatton Street	\$5,472	3
062406000	172S305009000064	1209 West Cross Street	\$6,318	3

- C. Authorizing the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
- D. Authorizing the Chairman to sign all documents related to the sales.

29. Issuance of Purchase Orders

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, ratifying the issuance of Purchase Orders concerning obtaining legal representation for issues surrounding events at the Escambia County Central Booking and Detention Facility, as follows (Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330491):

- A. McDonald, Fleming & Moorhead, in the amount of \$10,000; and
- B. Beroset & Keene, in the amount of \$10,000.



AI-6197

County Administrator's Report

13, 13,

BCC Regular Meeting

Budget & Finance Consent

Meeting Date:

06/03/2014

lasue:

Surplus and Sale of Real Properties

From:

Amy Lovoy, Department Head

Organization:

OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Properties That Have Escheated to the County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real properties, located at the following locations, that have escheated to the County:

A. Authorize the County Attorney to take such necessary actions to evict the occupants of these County-owned properties, if they are still occupying premises;

B. Declare surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District (Dist) noted:

Account	Reference	. Address	2013 PA Value	Dist
133766000	0008009020025102	310 E Mailory St	\$57,356	3
020304000	111S301101003090	9300 Palafox Hwy Bik	\$9,500	3
021422000	1218306105000000	470 E Johnson Ave	\$4,788	3
021430000	121S306106000018	8520 Sonnyboy Ln	\$5,415	3
023626000	2118302101010015	309 Vera La	\$7,125	3
030728000	231S302500003006	7731 Fiesta Rd	\$8,075	3
030763240	231S303500027001	7812 Calahan Pi	\$8,075	3
030800000	2315304401000016	1322 Basin St	\$7,600	3
050788000	042S306001018002	2910 N Tarragona St	\$7,200	3
050809000	042\$306001035003	3006 N Tarragona St	\$7,200	3
061324000	1725301300001033	1900 N T St	\$14,535	3
061344000	1728301300170035	2408 W Lakeview Ave	\$7,009	3
061359000	1728301300017037	2600 W Lakeview Ave Blk	\$9,233	3
061360000	1725301300019037	2600 W Lakeview Ave Blk	\$9,233	3
062114000	172S301500019026	2400 N S St	\$7,386	3

062218000	1728301600830083	1912 W St Catherine St	\$14,108	3
062389000	1728305009023041	1224 W Hatton St	\$5,472	3
062406000	1728305009000064	1209 W Cross St	\$6,318	3

- C. Authorize the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
- D. Authorize the Chairman to sign all documents related to the sales.

BACKGROUND:

These properties escheated to the County on May 2, 2014. The sale of the parcels will be set at the current value assessed by the Property Appraiser. The County does not have a need for these properties.

BUDGETARY IMPACT:

Sale of these properties will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

May 2 Escheated Properties-Backup reduced size



Al-8852 County Administrator's Report 10. 15.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Reduction of the Minimum Bid Required for Sale of Surplus Real

Property Located at 1011 West Desoto Street

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reduction of the Minimum Bid Required for Sale of Surplus Real Property Located at 1011 West Desoto Street - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning reduction of the minimum bid required for sale of surplus real property located at 1011 West Desoto Street, due to the Property Appraiser's reassessed value:

A. Authorize the sale of surplus real property located at 1011 West Desoto Street, Account Number: 15-0429-000, Reference Number: 00-0S-00-9060-011-034, to the bidder with the highest offer received at or above the reassessed minimum bid of \$3,622, in accordance with Section 46.134, of the Escambia County Code of Ordinances, without further action of the Board; and

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

BACKGROUND:

This property escheated to the County on August 1, 2014. The Board declared the property surplus and authorized its sale at its Board Meeting on November 6, 2014, with a minimum bid of \$3,821. The Property Appraiser has now reassessed and reduced their value to \$3,622, because the improvement was removed. The County has no need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

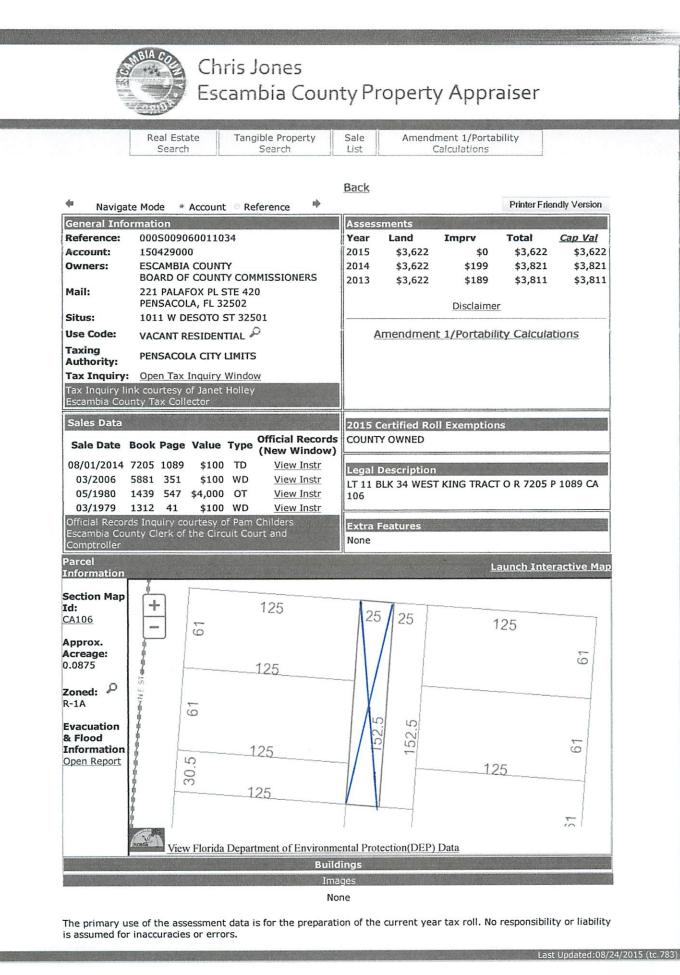
Escambia County Ordinance, Section 46.134.

IMPLEMENTATION/COORDINATION:

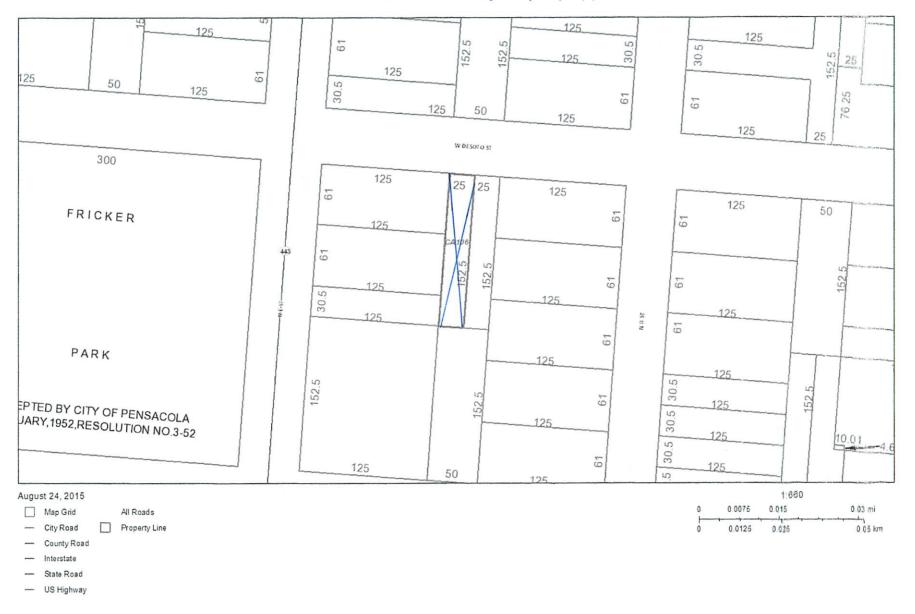
N/A

Attachments

1101 W Desoto Street



Chris Jones Escambia County Property Appraiser



COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-30. Approval of Various Consent Agenda Items Continued
 - 18. Taking the following action concerning the surplus and sale of real properties, located at the following locations, which have escheated to the County:
 - A. Authorizing the County Attorney to take such necessary actions to evict the occupants of the County-owned properties listed below, if they are still occupying premises;
 - B. Declaring surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District (Dist) noted:

Account	Reference	Address	2014 PA Value	Dist
142879000	000S009025007341	200 East Fisher Street Block	\$5,310	3
143153000	000S009025014373	1300 East Baars Street Block	\$8,622	3
150060000	000S009060010004	620 North "B" Street	\$5,490	3
150106000	000S009060020008	1003 North "A" Street	\$10,570	3
150133000	000S009060130012	701 West Brainard Street	\$6,086	3
150138000	000S009060180012	1100 North "B" Street	\$10,916	3
150177000	000S009060120017	811 West Gadsden Street	\$3,965	3
150178000	000S009060130017	809 West Gadsden Street	\$3,584	3
150182000	000S009060180017	600 West Jackson Street Block	\$6,126	3
150202000	000S009060190018	505 North "B" Street	\$7,626	3
150203000	000S009060200018	500 North "B" Street	\$7,626	3
150241000	000S009060182020	804 West Wright Street	\$10,066	3
150285000	000S009060005023	908 West La Rua Street	\$6,450	3
150334000	000S009060001027	900 North "D" Street	\$7,245	3
150335000	000S009060002027	902 North "D" Street	\$7,245	3
150385000	000S009060001031	1200 North "E" Street	\$7,245	3
150395000	000S009060019031	1205 North "D" Street	\$7,245	3
150429000	000S009060011034	1011 West DeSoto Street	\$3,821	3

(Continued on Page 26)

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-30. Approval of Various Consent Agenda Items Continued
 - 18. Continued...
 - B. Continued...

Account	Reference	Address	2014 PA Value	Dist
150551000	000S009060170044	611 North "E" Street	\$8,606	3
150562000	000S009060007045	710 North "F" Street	\$10,852	3
150564000	000S009060010045	700 North "F" Street Block	\$6,860	3
150574000	000S009060060046	800 North "F" Street	\$4,499	3
150646000	000S009060014053	1021 North "F" Street	\$4,868	3
150699000	000S009060050059	408 North "G" Street	\$6,326	3
150740000	000S009060072063	1313 West Jackson Street	\$8,857	3
150769000	000S009060015065	700 North "G" Street	\$10,867	3
150775000	000S009060010068	1006 North "H" Street	\$8,998	3
150780000	000S009060110068	1209 West Gonzalez Street Block	\$2,250	3
150783000	000S009060122068	1015 North "G" Street	\$5,398	3
150784100	000S009060150068	1017 North "G" Street		3
150787000	000S009060001069	1106 North "H" Street		3
150814000	000S009060010072	1100 West Gonzalez Street Block	\$4,319	3
150859000	000S009060191077	1400 West Jackson Street Block	\$8,435	3
150906000	000S009060024085	1508 West Gadsden Street	\$9,866	3
150989000	000S009060013094	921 North "J" Street	\$5,516	3
151040000	000S009060015106	800 North "K" Street Block	\$5,974	3
151080000	000S009060200109	1103 North "K" Street	\$6,748	3
151094100	000S009060140112	1100 North "L" Street Block	\$5,974	3
151227500	000S009060190127	1900 West Strong Street	\$7,854	3

(Continued on Page 27)

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 1-30. Approval of Various Consent Agenda Items Continued
 - 18. Continued...
 - B. Continued...

Account	Reference	Address	2014 PA Value	Dist
151259800	000S009060160132	2006 West Gonzalez Street	\$8,031	3
151486000	000S009060018169	305 North "Q" Street	\$10,263	3
151536500	000S009060013180	1109 North "R" Street	\$12,914	3
151860100	000S009060050226	3000 West Lloyd Street Block	\$6,136	3
153204000	000S009080080100	200 South "M" Street	\$10,212	3

- C. Authorizing the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
- D. Authorizing the Chairman to sign all documents related to the sales.
- 19. Taking the following action concerning the Lake Charlene Area of Warrington Basin Study (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Number 13EN2198) (should the project HMGP [Hazard Mitigation Grant Program] application submitted to the Florida Department of Emergency Management and the Federal Emergency Management Agency [FEMA] be determined eligible and selected for funding, 75% of the project's design and construction costs will be funded by FEMA, and the County will be required to fund 25% of the costs):
 - A. Awarding, and authorizing the County Administrator to sign, the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and HDR Engineering, Inc., per the terms and conditions of PD 13-14.081, "Lake Charlene Area of Warrington Basin Study," for a lump sum of \$133,746.77; and

(Continued on Page 28)



AI-7114

County Administrator's Report

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/06/2014

Issue:

Surplus and Sale of Real Properties

From:

Amy Lovoy, Department Director

Organization:

OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Properties that Have Escheated to the County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real properties, located at the following locations, that have escheated to the County:

A. Authorize the County Attorney to take such necessary actions to evict the occupants of the County-owned properties listed below, if they are still occupying premises;

B. Declare surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District (Dist) noted:

Account	Reference	Address	2014 PA Value	Dist
142879000	000S009025007341	200 East Fisher Street Blk	\$5,310	3
143153000	000S009025014373	1300 East Baars Street Blk	\$8,622	3
150060000	000S009060010004	620 North B Street	\$5,490	3
150106000	000S009060020008	1003 North A Street	\$10,570	3
150133000	000S009060130012	701 West Brainard Street	\$6,086	3
150138000	000S009060180012	1100 North B Street	\$10,916	3
150177000	000S009060120017	811 West Gadsden Street	\$3,965	3
150178000	000S009060130017	809 West Gadsden Street	\$3,584	3
150182000	000S009060180017	600 West Jackson Street Blk	\$6,126	3
150202000	000S009060190018	505 North B Street	\$7,626	3
150203000	000S009060200018	500 North B Street	\$7,626	3
A THE OWNER OF THE PARTY OF THE	000S009060182020	804 West Wright Street	\$10,066	3

Account	Reference	Address	2014 PA	Dist
			Value	
150285000		908 West La Rua Street	\$6,450	3
150334000	0008009060001027	900 North D Street	\$7,245	3
150335000	000S009060002027	902 North D Street	\$7,245	3
150385000	000S009060001031	1200 North E Street	\$7,245	3
150395000	000S009060019031	1205 North D Street	\$7,245	3
150429000	000S009060011034	1011 West DeSoto Street	\$3,821	3
150551000	000S009060170044	611 North E Street	\$8,606	3
150562000	000S009060007045	710 North F Street	\$10,852	3
150564000	000S009060010045	700 North F Street Blk	\$6,860	3
150574000	000S009060060046	800 North F Street	\$4,499	3
150646000	000S009060014053	1021 North F Street	\$4,868	3
150699000	000S009060050059	408 North G Street	\$6,326	3
150740000	000S009060072063	1313 West Jackson Street	\$8,857	3
150769000	000S009060015065	700 North G Street	\$10,867	3
150775000	000S009060010068	1006 North H Street	\$8,998	3
150780000	000S009060110068	1209 West Gonzalez Street Blk	\$2,250	3
150783000	000S009060122068	1015 North G Street	\$5,398	3
150784100	000S009060150068	1017 North G Street	\$4,499	3
150787000	0008009060001069	1106 North H Street	\$13,676	3
150814000	000S009060010072	1100 West Gonzalez Street Blk	\$4,319	3
150859000	0008009060191077	1400 West Jackson Street Blk	\$8,435	3
150906000	000S009060024085	1508 West Gadsden Street	\$9,866	3
150989000	000S009060013094	921 North J Street	\$5,516	3
151040000	0008009060015106	800 North K Street Blk	\$5,974	3
151080000	0008009060200109	1103 North K Street	\$6,748	3
151094100	000S009060140112	1100 North L Street Blk	\$5,974	3
151227500	000S009060190127	1900 West Strong Street	\$7,854	3
151259800	000S009060160132	2006 West Gonzalez Street	\$8,031	3
151486000	000S009060018169	305 North Q Street	\$10,263	3
151536500	000S009060013180	1109 North R Street	\$12,914	3
151860100	000S009060050226	3000 West Lloyd Street Blk	\$6,136	3
153204000	000S009080080100	200 South M Street	\$10,212	3

C. Authorize the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

D. Authorize the Chairman to sign all documents related to the sales.

BACKGROUND:

These properties escheated to the County on August 1, 2014. The sale of these parcels will be set at the current value assessed by the Property Appraiser. The County does not have a need for these properties.

BUDGETARY IMPACT:

Sale of these properties will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

N/A

Attachments

August 1 2014 Escheated Properties - Backup



Al-8830 County Administrator's Report 10. 16.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Reduction of the Minimum Bid Required for Sale of Surplus Real

Property Located at 240 Juniper Street

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reduction of the Minimum Bid Required for Sale of Surplus Real Property Located at 240 Juniper Street - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning reduction of the minimum bid required for sale of surplus real property located at 240 Juniper Street, due to the Property Appraiser's reassessed value:

A. Authorize the sale of surplus real property located at 240 Juniper Street, Account Number: 12-3533-360, Reference Number: 02-4N-33-4101-000-008, to the bidder with the highest offer received at or above the reassessed minimum bid of \$1,097, in accordance with Section 46.134, of the Escambia County Code of Ordinances, without further action of the Board; and

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

BACKGROUND:

This property escheated to the County on July 7, 2014. The Board declared the property surplus and authorized its sale at its Board Meeting on November 6, 2014, with a minimum bid of \$7,387. The Property Appraiser has now reassessed and reduced their value to \$1,097, because the improvement was removed. The County has no need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Backup - 240 Juniper Street

ECPA Home



Real Estate

Tangible Property

Chris Jones Escambia County Property Appraiser

Amendment 1/Portability

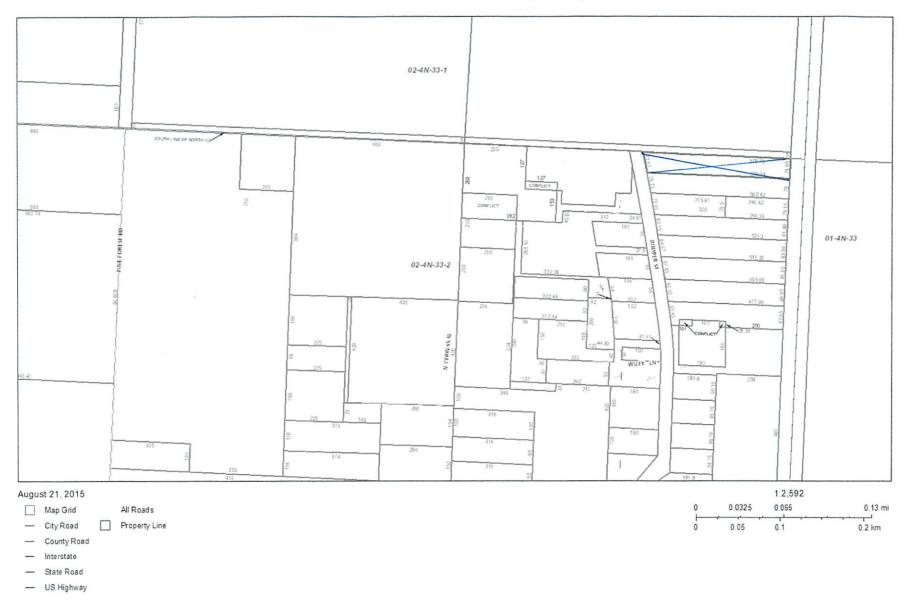
Search Search List Calculations Back Printer Friendly Version Navigate Mode Account Reference General Information Assessments Reference: 024N334101000008 Year Cap Val Land Imprv Total Account: 123533360 2015 \$1,097 \$1,097 \$1,097 \$0 Owners: **ESCAMBIA COUNTY** 2014 \$1,097 \$7,387 \$6,290 \$7,387 BOARD OF COUNTY COMMISSIONERS \$7,499 2013 \$1,097 \$7,499 \$6,402 Mail: 221 PALAFOX PL SUITE 420 PENSACOLA, FL 32502 Disclaimer 240 JUNIPER ST 32568 Situs: Use Code: VACANT RESIDENTIAL P Amendment 1/Portability Calculations Taxing COUNTY MSTU **Authority:** Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector 2015 Certified Roll Exemptions Sales Data COUNTY OWNED Official Records Sale Date Book Page Value Type (New Window) Legal Description 07/07/2014 7192 961 View Instr \$100 TD BEG AT NE COR OF NE 1/4 OF SE 1/4 W TO W LI 04/1981 1534 335 \$4,000 WD View Instr OF FRISCO RR FOR POB CONT W 578 75/100 FT TO 01/1971 532 345 \$400 WD View Instr E R/W LI OF COUNTY DIRT RD SELY ... Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and **Extra Features** None Parcel Launch Interactive Map Information Section Map + Id: 02-4N-33-2 Approx. Acreage: 0.3300 Zoned: P 578 75 0 RMU 0 Evacuation 570.64 & Flood 78 Information Open Report 562.42 315.91 246.42 0 6 300 View Florida Department of Environmental Protection(DEP) Data Buildings

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.

None

Last Updated:08/21/2015 (tc.4614)

Chris Jones Escambia County Property Appraiser



COUNTY ADMINISTRATOR'S REPORT – Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 1-30. Approval of Various Consent Agenda Items Continued
 - 17. Taking the following action concerning the surplus and sale of real properties, located at the following locations, which have escheated to the County:
 - A. Authorizing the County Attorney to take such necessary actions to evict the occupants of the County-owned properties listed below, if they are still occupying premises;
 - B. Declaring surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District (Dist) noted:

Account	Reference	Address	2014 PA Value	Dist
123533360	024N334101000008	240 Juniper Street	\$7,387	5
131594000	000S009010110071	500 West Desoto Street Block	\$8,390	3
131595000	000S009010112071	500 West Desoto Street Block	\$8,461	3
131731000	000\$009010010080	522 West Belmont Street	\$13,500	3
131739000	0008009010090080	400 North Coyle Street Block	\$18,750	3
132080000	0008009010006116	2011 North Tarragona Street	\$21,117	3
132223500	0008009010030135	2302 North Baylen Street	\$7,752	3
132226500	000S009010070135	2314 North Baylen Street	\$7,752	3
132284000	000S009010008140	2421 North Guillemard Street	\$8,437	3
132312000	000\$009010012143	119 West Scott Street	\$7,831	3
133077000	000S009020213037	318 East Brainard Street	\$3,828	3
133111000	000\$009020007040	1300 North Hayne Street Block	\$7,125	3
133144000	0008009020022041	1401 Dr. Martin Luther King Jr., Drive	\$10,688	3
133150000	000\$009020007042	1418 Dr. Martin Luther King, Jr., Drive	\$3,562	3
133227000	000\$009020040048	1010 North 7th Avenue	\$6,242	3
133421500	000S009020010066	1600 North 8th Avenue Block	\$6,714	3
133502000	000S009020150078	2007 North 8th Avenue	\$11,970	3
133610000	000\$009020050090	707 East Scott Street	\$7,883	3

(Continued on Page 24)

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-30. Approval of Various Consent Agenda Items Continued
 - 17. Continued...
 - B. Continued...

Account	Reference	Address	2014 PA Value	Dist
133627000	000S009020021092	2500 North 6th Avenue	\$8,645	3
133726000	000S009020014100	1619 North Davis Highway	\$14,250	3
134017000	0008009020140119	2600 Dr. Martin Luther King, Jr., Drive	\$14,250	3
134486000	000S009020002147	2704 Dr. Martin Luther King, Jr., Drive	\$7,125	3
113006000	101N314101071005	708 Escambia Avenue	\$12,825	5

- C. Authorizing the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
- D. Authorizing the Chairman to sign all documents related to the sales.



AI-7063

County Administrator's Report

13. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/06/2014

Issue:

Surplus and Sale of Real Properties

From:

Amy Lovoy, Department Director

Organization:

OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Properties That Have Escheated to the County - Amy Lovoy. Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real properties, located at the following locations, that have escheated to the County:

A. Authorize the County Attorney to take such necessary actions to evict the occupants of the County-owned properties listed below, if they are still occupying premises;

B. Declare surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District (Dist) noted:

Account Reference		Reference Address		Dist
123533360	024N334101000008	240 Juniper Street	\$7,387	5
131594000	000\$009010110071	500 West Desoto Street Blk	\$8,390	3
131595000	000S009010112071	500 West Desoto Street Blk	\$8,461	3
131731000	0008009010010080	522 West Belmont Street	\$13,500	3
131739000	0008009010090080	400 North Coyle Street Blk	\$18,750	3
132080000	0008009010006116	2011 North Tarragona Street	\$21,117	3
132223500	000S009010030135	2302 North Baylen Street	\$7,752	3
132226500	000\$009010070135	2314 North Baylen Street	\$7,752	3
132284000	000S009010008140	2421 North Guillemard Street	\$8,437	3
132312000	000S009010012143	119 West Scott Street	\$7,831	3
133077000	000\$009020213037	318 East Brainard Street	\$3,828	3
133111000	000\$009020007040	1300 North Hayne Street Blk	\$7,125	3

Account	Reference			Dist
Drive		1401 Dr. Martin Luther King, Jr., Drive	\$10,688	3
133150000	0008009020007042	1418 Dr. Martin Luther King, Jr., Drive	\$3,562	3
133227000	000S009020040048	1010 North 7th Avenue	\$6,242	3
133421500		1600 North 8th Avenue Blk	\$6,714	3
133502000	000S009020150078	2007 North 8th Avenue	\$11,970	3
133610000	000S009020050090	707 East Scott Street	\$7,883	3
133627000	000S009020021092	2500 North 6th Avenue	\$8,645	3
133726000	000S009020014100	1619 North Davis Highway	\$14,250	3
134017000	000S009020140119	2600 Dr. Martin Luther King, Jr., Drive	\$14,250	3
134486000	000S009020002147	7 2704 Dr. Martin Luther King, Jr., \$7,125 Drive		3
113006000	101N314101071005	708 Escambia Avenue	\$12,825	5

- C. Authorize the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
- D. Authorize the Chairman to sign all documents related to the sales.

BACKGROUND:

These properties escheated to the County on July 7, 2014. The sale of the parcels will be set at the current value assessed by the Property Appraiser. The County does not have a need for these properties.

BUDGETARY IMPACT:

Sale of these properties will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:
N/A
Attachments
July 7 2014 Escheated Properties - Backup



Al-8774 County Administrator's Report 10. 17.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Mosquito Control's Certified Budget for Fiscal Year 2015-16

From: Keith Wilkins, Department Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Annual Certified Budget for the Mosquito Control Division.

Fiscal Year 2015-2016 - Keith T. Wilkins, Director, Department of Natural Resources

Management

That the Board take the following action concerning annual Grant funding received from the Florida Department of Agriculture and Consumer Services for Mosquito Control:

A. Approve the Fiscal Year 2015-2016 Annual Certified Budget for the Mosquito Control Division, Natural Resources Management; and

B. Authorize the Chairman to sign the Budget.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, State One Funds]

BACKGROUND:

The Florida Department of Agriculture and Consumer Services provides annual grant funding to Escambia County to supplement the Mosquito Control Program. The funding will be allocated under Cost Center 220703, Fund 106. In order to receive the Fiscal Year 2015-2016 grant, the State requires Escambia County to provide an Annual Certified Budget for Mosquito Control to show how the funds will be used. The Annual Certified Budget being approved with this recommendation is tentative because it is based on Escambia County's proposed Fiscal Year 2015-2016 budget.

BUDGETARY IMPACT:

Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State One Funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal action with this recommendation.

PERSONNEL:

Approval of this certified budget recommendation requires no additional personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

The following citations of Florida law and rules apply: per Chapter 388.341, Florida Statues (F.S.), Reports of expenditures and accomplishment; per Chapter 388.61, F.S., Department authority and rules; administration; and per Chapter 5E-13.027, Florida Administrative Code, Certified Budget, Filing.

IMPLEMENTATION/COORDINATION:

Mosquito Control Division management will ensure that Escambia County complies with the Annual Certified Budget and performs all functions required.

Attachments

Mosquito Control Contract FY 15-16



Florida Department of Agriculture and Consumer Services Division of Agricultural Environmental Services

Submit to: Mosquito Control Program 3125 Conner Blvd, Bldg 6 Tallahassee, FL 32399-1650

ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL

Section 388.361, F.S. and 5E-13.027(1), F.A.C. Telephone: (850) 617-7995; Fax (850) 617-7969

County or District Escambia

FISCAL YEAR: OCTOBER 1, 2015 - SEPTEMBER 30, 2016

RECEIPTS

Acct#	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	\$585,912.00	\$585,912.00	
334.1	State Grant	\$31,540.00	\$0.00	\$31,540.00
362	Equipment Rentals	\$0.00	\$0.00	\$0.00
337	Grants and Donations	\$0.00	\$0.00	\$0.00
361	Interest Earnings	\$0.00	\$0.00	\$0.00
364	Equipment and/or Other Sales	\$0.00	\$0.00	\$0.00
369	Misc./Refunds (prior yr expenditures)	\$0.00	\$0.00	\$0.00
380	Other Sources	\$0.00	\$0.00	\$0.00
389	Loans	\$0.00	\$0.00	\$0.00
TOTAL RI	ECEIPTS	\$617,452.00	\$585,912.00	\$31,540.00
Beginning	Fund Balance	\$0.00	\$0.00	\$0.00
Total Bud	getary Receipts & Balances	\$617,452.00	\$585,912.00	\$31,540.00

EXPENDITURES

Acct#	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	\$352,567.00	\$344,567.00	\$8,000.00
20	Personal Services Benefits	\$163,406.00	\$163,406.00	\$0.00
30	Operating Expense	\$1,200.00	\$1,200.00	\$0.00
40	Travel & Per Diem	\$11,500.00	\$500.00	\$11,000.00
41	Communication Serv	\$3,200.00	\$3,200.00	\$0.00
42	Freight Services	\$800.00	\$500.00	\$300.00
43	Utility Service	\$0.00	\$0.00	\$0.00
44	Rentals & Leases	\$600.00	\$600.00	\$0.00
45	Insurance	\$0.00	\$0.00	\$0.00
46	Repairs & Maintenance	\$10,940.00	\$9,820.00	\$1,120.00
47	Printing and Binding	\$950.00	\$650.00	\$300.00
48	Promotional Activities	\$0.00	\$0.00	\$0.00
49	Other Charges	\$500.00	\$500.00	\$0.00
51	Office Supplies	\$1,165.00	\$1,165.00	\$0.00
52.1	Gasoline/Oil/Lube	\$28,437.00	\$28,437.00	\$0.00
52.2	Chemicals	\$30,255.00	\$24,090.00	\$6,165.00
52.3	Protective Clothing	\$912.00	\$912.00	\$0.00
52.4	Misc. Supplies	\$4,435.00	\$3,600.00	\$835.00
52.5	Tools & Implements	\$530.00	\$530.00	\$0.00
54	Publications & Dues	\$2,055.00	\$735.00	\$1,320.00
55	Training	\$4,000.00	\$1,500.00	\$2,500.00
60	Capital Outlay	\$0.00	\$0.00	\$0.00
71	Principal	\$0.00	\$0.00	\$0.00
72	Interest	\$0.00	\$0.00	\$0.00
81	Aids to Government Agencies	\$0.00	\$0.00	\$0.00
83	Other Grants and Aids	\$0.00	\$0.00	\$0.00
89	Contingency (Current Year)	\$0.00	\$0.00	\$0.00
99	Payment of Prior Year Accounts	\$0.00	\$0.00	\$0.00
TOTAL BU	UDGET AND CHANGES	\$617,452.00	\$585,912.00	\$31,540.00
0.001	Reserves - Future Capital Outlay	\$0.00	\$0.00	\$0.00
0.002	Reserves - Self-Insurance	\$0.00	\$0.00	\$0.00
0.003	Reserves - Cash Balance to be Carried Forward	\$0.00	\$0.00	\$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	\$0.00	\$0.00	\$0.00
TOTAL RE	ESERVES ENDING BALANCE	\$0.00	\$0.00	\$0.00
TOTAL BU	UDGETARY EXPENDITURES AND RESERVES BALANCES	\$617,452.00	\$585,912.00	\$31,540.00
ENDING F	FUND BALANCE	\$0.00	\$0.00	\$0.00

I certify that the budget shown was adopted on this		
SIGNED:		
Steven Barry, Chairman of the Board, or Clerk of Circuit Court	ATTEST: PAM CHILD	ERS
APPROVED: State of Florida Department of Agriculture and Consumer Services, Mosquito Control Program	CLERK OF T	HE CIRCUIT COURT
SIGNED:	BY:	•
Mosquito Control Program	DEPUTY	CLERK
FDACS-13617 Rev. 07/13		



Al-8568 County Administrator's Report 10. 18.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: PD14-15.073 4-H Club Toilet Building

From: Amy Lovoy, Assistant County Administrator

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 4-H Club Toilet Building - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board award Contract PD 14-15.073, for the construction of the 4-H Club Toilet Building, to Zechiel Construction, in the amount of \$78,750.

In May 2014, the Board entered into a Memorandum of Understanding with UF/IFAS Extension Service and the Escambia County 4-H Foundation, wherein the Board allocated Local Option Sales Tax (LOST) funds to construct a restroom facility on the property at 5600 Chalker Road.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56301, Project #14PF2695]

BACKGROUND:

The Office of Purchasing advertised the Invitation to Bid in the Pensacola News Journal on Monday, July 6, 2015. Six firms were notified on July 6, 2015. Seven bids were received on August 12, 2015. Zechiel Construction is the low bidder.

Escambia County purchased 108 acres in May of 2014 for the express benefit of the 4-H Youth Development Program in Escambia County. The BOCC entered into a Memorandum of Understanding with UF/IFAS Extension and the Escambia County 4-H Foundation regarding the purchase and future use of the property. The Escambia County 4-H Foundation reimbursed the county for the purchase price of the property (\$540,000) with the understanding that the BOCC would build facilities for 4-H Extension animal-related programs and other appropriate 4-H Extension activities. The BOCC allocated \$250,000 in LOST funds to build 4-H barns and a bathroom on the property at 5600 Chalker Road. The 4-H Barns were completed in Spring of 2015.

The 4-H Club toilet building was remaining and placed out for bid. The remaining funds

from the original LOST funds of \$250,000 is \$92,366.06.

BUDGETARY IMPACT:

Funding: Fund 352 LOST III, Cost Center 110267, Object Code 56301, Project #14PF2695.

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 Office of Purchasing advertised the Invitation to Bid PD14-15.073 in the Pensacola News Journal on Monday, July 6, 2015. Six firms were notified on July 6, 2015. Seven bids were received on August 12, 2015. Zechiel Construction is the low bidder.

IMPLEMENTATION/COORDINATION:

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

Attachments

C:\Users\jfpillit\Desktop\MOU 5-15-2014.pdf

Bid Tab

Escambia County Clerk's Original

5 15 2014 CATI-3

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS IS THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING between the Escambia County 4-H Foundation, Inc. ("Foundation"), the University of Florida Board of Trustees, on behalf of the University of Florida-Institute of Food and Agricultural Science Extension Service in Escambia County ("UF-IFAS Escambia County Extension Service"), and Escambia County, a political subdivision of the State of Florida ("County") (collectively "the Parties").

WHEREAS, the Parties entered into that certain Memorandum of Understanding ("MOU") dated May 3, 2012, for the purpose of setting forth the understandings and proposed actions of the Parties with regard to sale of property for the express benefit of the overall Extension 4-H Youth Development Program in Escambia County; and

WHEREAS, Section 4 of the MOU contemplated that the County would pursue one of two options to acquire a parcel of land to be used for 4-H Extension animal-related programs and other appropriate 4-H Extension activities; and

WHEREAS, the Parties agree that it is in their mutual interests for the County to pursue acquisition of other parcels not contemplated in Section 4 of the MOU;

NOW, THEREFORE, for the consideration described below, the Parties agree as follows:

- 1. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. The two options described in Section 4 of the MOU relating to the acquisition of land by the County have been investigated by the Parties, and the Parties have determined that neither option is viable.
- 3. The parcels of land described in the attached Exhibit A are a suitable alternative to the two options described in Section 4 of the MOU, and the Parties have agreed that the County shall acquire the parcels of land described in Exhibit A under the terms and conditions set forth in Exhibit B, which is attached hereto, is binding upon the Parties and made a part of this Amendment.
- **4.** Upon acquisition of the parcels of land described in the attached Exhibit A and dedication of its use to 4-H Extension programs, including but not limited to animal science programs, the County will have satisfied all of its obligations under Section 4 of the MOU.
- 5. If the County fails to acquire the parcels of land described in the attached Exhibit A, this First Amendment shall be null and void. In all other respects, the MOU, as modified by this First Amendment, remains in full force and effect.

Signed on the dates noted below.

Escambia County 4-H Foundation, Inc.	UF-IFAS Escambia County Extension Service
Bý	By Dr. Nick Place
Its President	Its Dean for Extension
Date May 15, 2014	Date May 15, 2014
455424	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ISSIONER.	Lum 19Mm
PAM CHILDERS	Lumon J. May, Chairman
Clerk of the Circuit Court ESCHARIC ANEW Deputy Clerk	Date 5/15/2014
BCC Approved May 15, 2014	This document approved as to form and legal sufficiency. By
	Title County Attorney

EXHIBIT "A"

THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) AND THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION TEN (10), TOWNSHIP TWO NORTH (2 N), RANGE THIRTY-TWO WEST (32 W).

LESS AND EXCEPT: THE RAILROAD RIGHT OF WAY LOCATED IN THE SOUTHWEST CORNER OF SAID PARCEL.

AND

COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 57 MINUTES 52 SECONDS WEST ALONG THE WEST LINE OF THE AFORESAID SECTION 10 A DISTANCE OF 1335.34 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 10; THENCE DEPARTING THE AFORESAID WEST LINE GO SOUTH 89 DEGREES 33 MINUTES 42 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 10 A DISTANCE OF 1336.43 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 10; THENCE CONTINUE SOUTH 89 DEGREES 33 MINUTES 42 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 10 A DISTANCE OF 314.29 FEET TO THE WESTERLY COUNTY MAINTAINED RIGHT-OF-WAY LINE OF CHALKER ROAD; THENCE DEPARTING THE AFORESAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 10 GO SOUTH 03 DEGREES 34 MINUTES 36 SECONDS EAST A DISTANCE OF 30.07 FEET; THENCE DEPARTING THE AFORESAID WESTERLY COUNTY MAINTAINED RIGHT-OF-WAY LINE OF CHALKER ROAD GO NORTH 89 DEGREES 33 MINUTES 42 SECONDS WEST A DISTANCE OF 316.61 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE AFORESAID SECTION 10; THENCE GO NORTH 00 DEGREES 50 MINUTES 05 SECONDS EAST ALONG THE AFORESAID WEST LINE OF THE EAST HALF OF THE WEST HALF A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 10, TOWNSHIP 2 NORTH, RANGE 32 WEST, ESCAMBIÁ COUNTY, FLORIDA.

Parcel Reference #: 10-2N-32-2301-000-000

EXHIBIT "A"

The Northeast quarter of the Northwest quarter of Section 10, Township 2 North, Range 32 West, Escambia County, Florida.

LESS and EXCEPT the North 330 feet as conveyed in Deed recorded in Official Record Book 2011 at page 897 and the South 35.00 feet of the East 1000.00 feet as conveyed in Deed recorded in Official Record Book 6296 at page 1504 and any portion lying within road rights of way.

Parcel ID:

10-2N-32-2100-000-000

EXHIBIT B to the

Amendment to Memorandum of Understanding between the Escambia County 4-H Foundation, Inc. (the "Foundation"), the University of Florida Board of Trustees on behalf of the University of Florida-Institute of Food and Agricultural Sciences Extension Service in Escambia County ("UF-IFAS Escambia County Extension Service"), and Escambia County, a political subdivision of the State of Florida (the "County") (collectively "the Parties").

The Parties agree to the following in connection with the purchase by the County of the property described in Exhibit A of the Amendment (the "Property"):

1. County will:

* 10. . .

- a. Provide all funding for a full-time program assistant (or equivalent) position to the UF-IFAS Escambia County Extension Service to be employed by the County, but supervised by UF-IFAS Escambia County Extension Service, for the duration of the time that the County owns the Property. The program assistant will be responsible for coordination of building projects on the Property, management of the Property and coordination of educational youth programs on the Property.
- b. Provide for maintenance of the Property, pay all utility costs for the Property, and provide the labor for repairs and construction of pole barns and livestock facilities on the Property. The County's obligation to provide labor costs may be satisfied through the use of inmate and County employee labor.
- c. Provide \$250,000 toward construction of new livestock facilities on the Property.
- d. With respect to the Property:
 - i. refrain from selling, transferring, conveying, encumbering, or assigning any of County's right, title, and/or interest in and to all or any portion of the Property to any other party whatsoever unless and until County, Foundation, and UF-IFAS Escambia County Extension Service have all mutually agreed and consented to, in writing, such proposed transaction and the terms thereof.
 - ii. immediately subsequent to the recording of each deed vesting title to all or any portion of the Property in the County, evidence the consent rights set forth in the preceding subsection by recording in the County's Official Records an executed Notice of Consent Rights with respect to the Property in a form substantially similar to that provided by UF-IFAS Escambia County Extension Service.
 - iii. upon any approved sale or transfer of all or any portion of the Property, and within ten (10) days of the closing of such transaction, remit to the Foundation all net proceeds (i.e., total sales price minus any standard seller closing costs approved as part of the contract for sale) resulting from such sale.

2. UF-IFAS Escambia County Extension Service will:

- C . . .

- a. Develop a job description and supervise the program assistant described in paragraph 1a above.
- b. Develop policies for use of the Property. These will include without limitation: policies and guidelines for Property use for the 4-H program following federal, state and county 4-H approved policies/procedures, and policies and guidelines for use and rental of the Property including without limitation standard rental agreements. Such policies and guidelines will, among other restrictions, generally restrict use of the Property to UF/IFAS Extension 4-H activities/programming and related and approved educational activities that may be conducted by not-for-profit organizations. The policies will allow County use of the Property if the Property is not being used for 4-H, Extension or other educational activities as long as the County's use is in consonance with all policies and guidelines concerning the use of the property. All use of the Property for non-UF-IFAS Escambia County Extension purposes must be approved by and insured through County's Risk Management.
- c. Develop a form agreement which will set forth the rights and responsibilities of those using the Property for non-UF/IFAS Extension 4-H or Extension purposes. The form must be approved by the County's Risk Management.
- d. Receive all rentals/income from use of the Property.
- e. Schedule all events on the Property.
- f. Have the exclusive right to name the Property, any portion of the Property or any facilities on the Property.
- g. Develop plans for, manage and supervise construction of educational facilities on the Property. The development of plans for construction of a 4-H livestock facility on the Property will begin after closing and UF-IFAS will make reasonable efforts to substantially complete the facility in one year. Remaining facilities will be projected over a 36-month time line with restroom facilities recognized as critical for use of the property.

3. Foundation will:

- a. Pay for materials for repairs and improvements on the Property at the request of UF-IFAS Escambia County Extension.
- b. Provide funds to reimburse the County for purchasing the Property (\$540,000 plus share of closing costs).
- c. Provide financial resources for program development and presentations on the Property at the request of UF-IFAS Escambia County Extension, including on-site demonstrations.

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRI BID # PI		4-H Club Toilet 73	Building					
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 08/12/2015 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutues on Entity	Grand Total
NAME OF BIDDER			foreign state		Corporation ID	Florida		Crimes	
Dominguez Design-Build, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$123,650.00
Jack Moore & Co., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$139,500.00
Zechiel Construction	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$78,750.00
R. D. Ward Construction Co., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$104,500.00
J. Miller Construction, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$78,875.00
Gulf Coast Building Contractors, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$105,000.00
Empire Builders Group, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$87,916.00
BIDS OPENED BY:	Joe F. Pilli	tary, Jr., Pt	rchasing Coordin	ator DATE:	08/12/2015				
BIDS TABULATED BY:	Angie Hol	brook, Pur	chasing Associate	DATE	08/12/2015				
BIDS WITNESSED BY:	Angie Hol	brook, Pur	chasing Associate	DATE	08/12/2015				

CAR DATE 09/03/2015 BOCC

DATE 09/03/2015

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Zechiel Construction for the base bid amount of \$78,750.00

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes:

Posted @ 9:00 a.m. CDT on 08/20/2015



Al-8683 County Administrator's Report 10. 19.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Main Jail ACR Modifications PD 14-15.076
From: Amy Lovoy, Assistant County Administrator

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Main Jail Admission, Classification, and Release Modifications - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board award Contract PD 14-15.076, for Main Jail Admission, Classification, and Release (ACR) Modifications, to Berkshire Johnstone, LLC, in the base bid amount of \$171,000, including add Alternate #1, Cased Opening at \$2,400, for a total award of \$173,400.

[Funding: Fund 352, LOST III, Cost Center 290407, Object Code 56201, Project #14SH2728]

BACKGROUND:

Due to the displacement of Admission, Classification and Release (ACR), functions that were previously administered in the Central Booking and Detention Facility and are now performed at the Main Jail. Modifications at the Main Jail are now required in order to better accommodate these functions and improve security elements of this area. The space in question is in the Intake and Release area of the Jail. Sound corrections practice calls for these functions to be separated to allow for security and efficiency in the intake and release of inmates. The proposed work with accomplish this.

The project entails renovation work inside the first floor of the Jail facility. The work will install a sally port door system in an existing wall with demolition of a concrete block to allow for the door and upgrade of two existing exterior detention doors with operational controls and finishes. Interior work will consist of limited finishes where alterations are done. Mechanical work will be revising of the plumbing in the affected rooms and the HVAC ducts and grilles in this location. Electrical work will be the installation and coordination of additional surveillance cameras, intercoms, and lighting. Cameras and other security features shall work with the existing systems. One additive alternate for the installation of a cased opening in an existing masonry wall is included.

These alterations will greatly improve Public Safety by improving the operations in these two critical areas.

The solicitation was advertised on July 22, 2015 in the Pensacola News Journal. A total of four bids were received and one no bid.

BUDGETARY IMPACT:

[Funding: Fund 352, LOST III, Cost Center 290407 Object Code 56201, Project #14SH2728]

LEGAL CONSIDERATIONS/SIGN-OFF:

The attorney standard form of contract will be used.

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.

IMPLEMENTATION/COORDINATION:

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

Attachments

Bid Tab Recommended Award 076

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRI BID # PI		Main Jail A0 76	CR Modifica	tions						
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 08/19/2015 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at	Drug-Free Workplace Form	Information Sheet for Transactions &	Certificate of Authority to do Business in the State of	Acknowl of Addenda	Sworn Statement Pursuant to Section	Base Bid	Alternate 1 cased opening	Total
NAME OF BIDDER			Law for a foreign state		Conveyances Corporation ID	Florida		287.133(3)(a) , FL Statutues on Entity Crimes			
Birkshire Johnstone LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$171,000	\$2,400	\$173,400
Hewes and Company, LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$174,700	\$3,700	\$178,400
Jack Moore & Co., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$190,000	\$40,000	\$194,000
R. D. Ward Construction Co., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$186,000	\$3,800	\$189,800
BIDS OPENED BY:	Joe F. Pilli	tary, Jr., P	urchasing Cool	rdinator DA	TE: 08/19/2015						
BIDS TABULATED BY:	Angie Hol	Angie Holbrook, Purchasing Associate DATE: 08/19/2015									
BIDS WITNESSED BY:	Angie Hol	Angie Holbrook, Purchasing Associate DATE: 08/19/2015									

CAR

DATE 09/03/2015

BOCC

DATE 09/03/2015

Note: A "No Bid" was submitted by Gulf Coast Building Contractors, Inc.

The Purchasing Manager/Designee recommends to the BCC: To award the bid to Birkshire Johnstone LLC in the amount of \$171,000 for the base bid plus \$2,400 for the bid alternate for a total amount of \$173,400

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.

JFP/abh



Al-8812 County Administrator's Report 10. 20. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Change Order #4 to Purchase Order No. 141508, PD 13-14.038 for

Professional Services to Provide Title V Compliance Reporting for the

Perdidio Landfill

From: Pat Johnson, Department Director

Organization: Waste Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #4 to Purchase Order No. 141508, for Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #4 to Purchase Order No. 141508, Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., (d/b/a SCS Engineers), in the amount of \$79,794, per the Terms and Conditions of the continuing Contract PD 13-14.038, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill, and per Florida Statute Chapter 287 055:

Department:	Waste Services
Division:	Engineering & Environmental Quality
Type:	Addition
Amount:	\$79,794
Vendor:	SCS Engineers, Inc.
Project Name:	Professional Services to Provide Title V Compliance Reporting for Perdido Landfill
Contract:	PD 13-14.038
Purchase Order (PO)#:	141508
Change Order (CO)#:	4
Cost Center for CO:	230304
Original PO Amount:	\$102,400
Cumulative Amount of Change Orders thru #4:	\$91,418
New PO Total:	\$193,818

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101]

BACKGROUND:

On June 26, 2014, the Board voted to award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for an Agreement between Escambia County and SCS Engineers per the terms and conditions of PD 13-14.038. This is a continuing contract which will allow SCS Engineers to perform Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill. SCS Engineers was selected based on their qualifications in accordance with the Consultants Competitive Negotiations Act, CCNA.

BUDGETARY IMPACT:

Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinance of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

Upon approval of the recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

SCS Change Order
PO No 141508
Expenditure Analysis
Chapter 287_055
Board Mins. 06 26 2014

·813 621-0080 FAX 813 623-6757 www.scsengineers.com

SCS ENGINEERS

File No. 090151214 August 7, 2015

ELECTRONIC SUBMITTAL

Brent Schneider, PE Engineering & Environmental Manager Escambia County Solid Waste Management 13009 Beulah Road Cantonment, FL 32533

Subject:

Change Order to P.O. 141508 - PD 13-14-.038

Scope of Work Professional Services to Provide Title V Compliance Reporting

for the Perdido Landfill

Dear Mr. Schneider:

In accordance with your email dated June 26, 2015 regarding the 2015-2016 Task Renewal for the Perdido Landfill Title V Services, SCS is requesting the following change order from our original contract for the following project tasks.

Task 13 - Monthly Data Review

Federal and state regulations require the collection, reporting, and storage of large amounts of landfill gas (LFG) data and records. To handle this myriad of data, SCS developed and will continue to utilize on this project, the SCS DataServices module. The module, currently implemented at your site, is a user-friendly, secure, web-based database that facilitates capture and utilization of wellfield monitoring data. Following collection, the data is available for wellfield, compliance, and document management.

Using these SCS DataServices tools, SCS will review the gas collection and control system (GCCS) data collected by the County's technician or the existing landfill gas to energy (LFGTE) service provider to ensure compliance with the operational requirements of the New Source Performance Standards (NSPS), and Standard Operating Procedures (SOP) and operational metrics established for the facility. Wellfield exceedances will be tracked daily to assure appropriate corrective actions are implemented within 5 days, and follow up readings for wellfield exceedance corrections are documented within 15 days. If compliance cannot be achieved within these timeframes, alternate procedures or alternate timelines for wellfield repairs and/or system expansions will be suggested for submittal to Florida Department of Protection (FDEP). Monthly wellfield review meetings will be held via web-conferencing to review with the County and GCCS operations personnel the status and conditions of the GCCS. This will provide open communication for all project stakeholders, and a review/preview of landfill, LFGTE, and GCCS activities.

SCS will look for trends that could indicate potential problems with the system or a need to change the way in which the wellfield is operated. This proactive review is consistent with our

Mr. Brent Schneider, P.E. August 7, 2015 Page 2

history of the County's desire to regularly look at the GCCS operations from an engineering perspective to avoid potential future compliance issues. SCS will review the readings with wellfield operations and maintenance (O&M) personnel and contact County personnel about any remedial or other follow-up activities that may be needed. Recommendations will be provided via telephone calls or e-mail. Review of the data and coordination between the engineers and O&M field personnel is intended to minimize the occurrence of deviations that would otherwise need to be reported in the semi-annual NSPS reports and can result in compliance enforcement actions.

SCS will compile weekly control device operation data based on information provided by the County. SCS will prepare a spreadsheet that will be updated monthly and provided to the County as part of the monthly data review email and project review conference call.

Task 14 - FDEP Coordination and Correspondence

At times, the County may request that SCS prepare correspondence for submittal to FDEP, such as requests for alternate procedures or alternate timelines for wellfield repairs or expansions. This may also include requests for operating variances and responses to requests for additional information (RAI).

Task 15 — Semiannual NSPS and SSM Reports

SCS will prepare the semi-annual reports required by 40 CFR 60.757(f) and the site's Title V permit. The semi-annual reports will include the following information:

- Value and length of time for exceedances of applicable monitoring parameters.
- Documentation of GCCS maintenance, remediation, and system expansion to meet the Title V 5/15/120 day regulatory correction of wellfield exceedances.
- A summary of FDEP requests and responses as relates to the GCCS operations for the reporting period.
- Description and duration of all periods when the control device was not operating for a period exceeding one hour and the length of time the control device was not operating.
- List of periods when the collection system was not operating in excess of five days.
- List of events that qualify for Start up Shut Down and Malfunction (SSM) events.
- Description and duration of all periods when the gas stream was diverted from the control device through a bypass line, and/or to the LFGTE plant.

Mr. Brent Schneider, P.E. August 7, 2015 Page 3

- The location of each exceedance of the 500 parts per million (ppm) surface emission criteria, and documented in the quarterly surface emissions monitoring reports provided by the County's technician or LFGTE O&M technician.
- If the landfill gas collection system is expanded, a diagram of the collection system showing all wells and collectors, including the areas excluded from collection and the areas into which the system will be expanded in the future.

Wellhead Monitoring Data

Exceedances of the regulatory criteria for wellhead pressure, oxygen concentration, and wellhead temperature will be listed and explained, if necessary. This portion of the report will be based on the monthly GCCS monitoring and data obtained by the County's technicians.

Control Device Operation

SCS will examine records of control device operation and summarize downtime for the GCCS per 40 CFR 60.757(f)(3) and (4). If applicable to the site, SCS will address any times when LFG is diverted from the flare to the LFG-fired engines. The report will also state that the blower/flare station is not configured to allow diversion of the gas stream to the atmosphere. We will also review site records to confirm that there were no occasions when the flare was offline while the blowers were in operation.

Surface Emissions Monitoring

SCS will summarize the results of the surface emissions monitoring conducted during the semiannual period. If exceedances of the 500 ppm of methane surface emission criteria were measured, SCS will provide a description of the remedial actions undertaken by the County and the results of the rechecks.

GCCS Expansion

If applicable, SCS will provide a description of any GCCS expansions constructed during each semiannual period. SCS will include an updated site plan for the GCCS in the report. The site plan will be signed and sealed by a Florida Professional Engineer.

Report Submittal

These reports will be prepared for submittal by the following dates:

- First Semi-Annual Report: July 30 following reporting period
- Second Semi-Annual Report: January 30 following reporting period

SCS will provide one draft copy of the NSPS/SSM report for the County's review, seven (7) days prior to final submittal date. Upon receipt of your comments, SCS will submit the

Mr. Brent Schneider, P.E. August 7, 2015 Page 4

NSPS/SSM semiannual report in electronic format via e-mail in Adobe Acrobat format;. The reports will be signed and sealed by a Florida Professional Engineer. We and upload the document to the project site's SCS Data Services portal.

Task 16 - Annual Title V Statement of Compliance

SCS will review the site's Title V permit and prepare a statement of compliance that documents the compliance status for the various permit conditions. We will prepare this report based on our knowledge of site operations, discussions with County personnel, and a review of records that we will request from the County. SCS will review the operational data and provide a summary of deviations, if any, from the applicable requirements and summarize steps that were or will be taken to regain compliance.

SCS will provide one draft copy of the Title V statement for the County's review no later than February 1st of the reporting period, which is four weeks before the March 1st annual submittal date. Upon receipt of County comments, SCS will finalize the statement and submit to FDEP and U.S. Environmental Protection Agency (EPA) Region 4. We will also submit the report in electronic format via e-mail in Adobe Acrobat format; and upload the document to the project site's SCS Data Services portal.

Task 17 - Annual Operating Report and Emission Estimate

SCS will prepare the annual operating report (AOR) and emission fee statement, which are described below:

- Annual operating report. This includes the reporting of emission unit actual operating information for the past year and a calculation of the annual emissions of criteria air pollutants.
- Emission Fee Statement. SCS will provide documentation for the County's payment of fees based on the level of actual air emissions in the reporting calendar year that are calculated in the eAOR.

Annual Operating Report and Title V Emission Fee

For the AOR, SCS will obtain from County information relevant to the operation of the emission units listed in the Title V permit. Air emission factors will be obtained from past reports, site permits, or the U.S. EPA's *Compilation of Air Pollutant Emission Factors*, commonly known as AP-42. Using this information, SCS will calculate the estimated actual emissions from the permitted emission units and supply this information in the required report form. All information will be entered into the FDEP eAOR software program as required.

SCS will provide one draft copy of the AOR for the County's review no later than March 1st of the reporting year. Receipt of comments and submittal of the eAOR by March 15th will generate

Mr. Brent Schneider, P.E. August 7, 2015 Page 5

the Title V Emission Fee invoice, and allow 2 weeks for the County to process payment of the applicable fees by the April 1st deadline. Upon receipt of the County's comments, SCS will finalize the eAOR and submit the applicable documents electronically for County's Responsible Official electronic signature and submittal to FDEP. We will also submit the report in electronic format via e-mail in Adobe Acrobat format; and upload the document to the project site's SCS Data Services portal.

Task 18 - Visible Emissions Testing

SCS will coordinate with the County and the LFGTE plant to ensure that FDEP is notified of testing at least 15 days prior to testing and also to coordinate test results submittal within 45 days after testing. SCS will conduct visible emissions testing of the flare in accordance with the site's Title V permit and U.S. EPA Method 22 and recent U.S. EPA determinations. SCS personnel will complete the necessary forms and document observations of opacity. We will also include records of the gas concentrations at the inlet of the flare and flow that are displayed at the flare control panel during the visible emissions testing period.

Task 19 - Greenhouse Gas Reporting

Greenhouse Gas Reporting

SCS will provide the applicable greenhouse gas (GHG) reporting with the following tasks:

Data Compilation

- Review and compile waste disposal data for Perdido Landfill from January through December of the reporting year.
- Review and compile engine use data for stationary engines onsite from January through December of the reporting year.

Data Calculations and Reporting

- Enter data into EPA GHG calculation spreadsheets or into the SCS-generated GHG calculation spreadsheets.
- Enter data into EPA's electronic reporting system (e-GGRT).

Summary Report

 Generate summary report for the County's records, which includes all data and backup calculations. Mr. Brent Schneider, P.E. August 7, 2015 Page 6

Task 20 - Miscellaneous Landfill Gas Consulting Services

SCS will provide on-call engineering assistance that is not specifically addressed under other work assignments under this task. Work that may be performed include:

- Updating the GCCS facility design plan/coordination with landfill phasing plan
- · Flare Station design, upgrades, and permitting
- · GCCS Expansion design
- Landfill Gas Technician O&M training
- · LFG gas samplings and analysis
- GCCS operational evaluations, consulting with the County on leachate dewatering of vertical extraction wells, troubleshooting vacuum and gas quality issues. (over and above Task 13-Monthly Data Reviews)
- Other LFG related design, operational, and permitting services as requested.

Prior to execution of any of the above task services, a detailed project scope and fee proposal shall be prepared and executed.

FEE ESTIMATE AND SCHEDULE

SCS proposes to perform the work outlined above on a lump sum basis of \$79,794 based on our current contractual agreement as shown on the attached Exhibit C. The following tasks will commence from midyear 2015 through mid year 2016 based on aforementioned dates provided or those stated within the landfill's permit.

SCS appreciates the opportunity to submit this change order, please call us if you have any questions or would like additional information.

Sincerely.

Carlo Lebron, PE Project Director

SCS ENGINEERS

M. Roger Hogg, PE

Project Engineer

SCS ENGINEERS

CFL/MRH:cfl

Enc: Exhibit C - Manpower and Fee Estimate

EXHIBIT C

EXHIBIT C - MANPOWER AND FEE ESTIMATE TRIE V - NSPS Compliance Reporting Escambia County Landill

EXHIBIT C - MANPOWER AND FEE ESTIMATE TRIE V - NSPS Compliance Reporting Escambia County Landfill

					Tasks (Ho-	urs)									Tanks (H	ours)					Total	Rate	Tetal
Personnel	1	1	,	4	5	- 6	,		,	10	11	12	13	14	15	16	17	18	19	29	(hours)	ro.	(D)
Principal/Office Director	1.0	0.0	0.0	0.0	1.0	0.5	0.5	0.0	0.0	0.0	0.0	1.0	0.0	0.0	1.0	0.5	0.5	0.0	0.0	0.0	6.01	217.17	
roject Director (QC Manager/Reviewer)	3.0	3.0	0.0	0.0	2.0	1.0	0.5	0.0	1.0	2.0	0.0	39.5	0.0	0.0	2.0	1.0	0.5	0.0	0.0	0.0	55.5		8,471
lenior Project Advisor	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	72.0	12.0	7.0	3.0	2.0		15	33.5	134.0	198.96	26,660
Senior Project Manager	19.0	4.0	88.0	15.0	8.0	2.5	2.5	1.0	15	191	35.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	33.3	197.5		
Project Manager	1.5	2.5	26.0	0.0	4.0	0.5	0.5	4.0	1.5	- 11	0.0		28.0	0.0	4.0	0.5	0.5		15	0.0	36.5		
lenior Project Professional	43.0	20.5	236.0	15.0	20.0	7.5	5.5	0.0	11.5	34.0			220.0	15.0	19.0	10.0	- 44			40.0		131.90	
Project Professional	0.0	0.0	0.0	0.0	60.0	16.0	10.0	0.0		19.0			0.0	0.0	60.0	17.0	10.0	- 00	24.0		769.5 1 274.0 1	112.94	
Designer	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0			0.0	0.0	16.81	23,785
lenior Superintendent	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0			92.20	
Raff Professional	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	91.57	
Designer/Drafter	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	71.20	
lenior Technician	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	71.37	
Associate Staff Professional	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0			0.0	0.0	68.91	
echnician	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0			0.0	0.0	63.27	
Jerretarial /Clerical	4.0	0.0	2.0	4.5	5.0	1.0	1.0	0.0	2.0	6.0	6.0		2.3	3.0	1.0	1.0	0.0	0.0		0.0	0.0	61.99	
Subtotal Labor (hours)	71.5	30.0	352.0	34.5	100.0	29.0	20.5	10	43.5	25.5		1.0	322.3	30.0	96.0	33.0	1.0	0.0		3.3	50.3	64.87	3,259
Subtotal Labor (5)	\$8,746.48	\$3,683.78	\$42.983.54	\$4,162.82	\$10,003.00	\$2,990.98	\$2,167.86	\$672.72	\$4,370.52	19.666.1	\$9,986.02	\$11,018,17	\$43,011.08	34,276.23	\$9,992.08		20.0	7.0			1,573.3		
Reimbursables	\$696.00	\$0.00	\$1,392.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$696.00	\$0.00	\$606.00	\$1,392.00	\$0.00	\$9,992.08	\$0.00	\$2,202.98				_		190,463
G.th.A. 5 percent subcontractors								1000	-		1000		11,372.00	\$0.00	30.00	\$0.00	\$0.00	\$10.20	\$0.00	\$0.00	_		4,792
ctal Fee Estimate Basis	39,442.48	\$3,683.78	344,375.54	\$4,162.82	\$10,003.00	\$2,990.98	\$2,167.86	\$672.72	\$4,370.52	\$10.362.83	\$9.986.02	\$11,624,17	\$44,403.08	\$4,276.23	\$9,992.08	\$3,594.22	\$2,202.98	\$1,000.56		******	_		
Total Fee Lump Sum	\$9,400	\$3,700	\$41,400	\$4.200	\$10,000	\$3,000	\$2,200	\$790	\$4,400	\$10,400	\$14,000	\$11,624	\$44,400	\$4,200	\$10,000	\$3,594.22	\$2,202.96	\$1,000.56	\$4,406.20	\$11,539.55	-		195,257 \$193,3

Notes:	Billing Basis:
Task 1 - OCCS Standard Operating Procedures	Lump Sum by percent complete of Task Fee
Task 2 - Start-up, Shutdown, and Malfunction Plan Update	Lump Sum by percent complete of Task Fee
Task 3 - Monthly Data Review	Lump Sum by percent complete of Task Fee : 1/12th per month
Task 4 - FDEP Coordination and Correspondence	Lump Sum per event : Total Cost fee based on 6 events per armur
Task 5 - Semianmed NSPS and SSM Reports	Lump Sum by percent complete of Task Fee
Tank 6 - Annual Title V Statement of Compliance	Lump Sum by percent complete of Task Fee
Task 7 - Annual Operating Report and Emission Estimate	Lump Sum by percent complete of Task Fee
Tank # - Visible Emissions Testing	Lump Sum by percent complete of Task Fee
Task 9 - Greenhouse Gas Reporting	Lump Sum by percent complete of Task Fee
Task 10 - GCCS Annual Plansing Plan	Lump Sum by percent complete of Task Fee
Task 11 - Optional Landfill Gas Consulting Services	Lump Sum by percent complete of Task Fee
Task 12 - Landfill Gas Recovery Model	Lump Sum by percent complete of Task Fee
Task 13 - Monthly Data Review	Lump Sum by percent complete of Task Fee: 1/12th per month
Tank 14 - FDEP Coordination and Correspondence	Lump Sum per event : Total Cost fee based on 6 events per armor
Table Coming there seems	and the same in the contract of the same of the same of the same

Page I

EXHIBIT C

EXHIBIT C - MANPOWER AND FEE ESTIMATE
This V - NSPS Compliance Reporting
Escambia County LandTill

REIMBURSABLE COSTS

EXHIBIT C - MANPOWER AND FEE ESTIMATE The V - NSPS Compliance Reporting Examble County Landill

	Cost						Task (Quar																		
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BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

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J	4041	PARK	OAKS	BLVD	STE	1.00
) .	TAMPA	FL	3361	0		

PURCHASE ORDER NO. 141508

N	PLEASE EMAIL INVOICES TO: escambla.invoices@escamblaclerk.com	
Ŏ	CLERK OF THE COURT & COMPTROLLER HON. PAM CHILDERS	
C E	221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843	
S H I P	SOLID WASTE MANAGEMENT 13009 BEULAH ROAD CANTONMENT FL 32533-8801	
T L	TTN: SWM DENEE RUDD 850-937-2175	

ORDER	DATE: 07/0	2/14	BUYER: PAUL NOBLES	REQ.	NO.: 14001736 F	REQ. DATE: 07/02/14
TERMS	: NET 30	DAYS	F.O.B.: N/A	DESC.:	PD 13-14.03	8
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION
01	1.00	LOT	PROFESSIONAL SERVICES TO PROVIDE TO COMPLIANCE REPORTING FOR THE PERDIC LANDFILL PER TERMS AND CONDITIONS CONTINUES OF THE PERDIC PERSONNELS.	00		0 102,400.00
			13-14-038. BCC APPROVED 06/26/14.			

APPROVED BY

Original Purchase Order

TAX ID 85-8013888011C-3 FED ID 59-6000-598 June Bond

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

v [PLEASE EMAIL INVOICES TO:	
7	escambia.invoices@escambiaclerk.com	
Š	CLERK OF THE COURT & COMPTROLLER	
	HON. PAM CHILDERS	
C	221 PALAFOX PLACE, SUITE 140	9
C E	PENSACOLA, FL 32502-5843	

PURCHASE ORDER NO. 141508-1

CHANGE DATE: 11/14/14

V 190025 FAX: 813-623-6757
E SCS ENGINEERS
N 4041 PARK OAKS BLVD STE 100
D TAMPA FL 33610
R

S SOLID WASTE MANAGEMENT
13009 BEULAH ROAD
P CANTONMENT FL 32533-8801

T O ATTN: SWM DENEE RUDD 850-937-2175

REQ. NO.: 14001736 REQ. DATE: 07/02/14 ORDER DATE: 07/02/14 BUYER: PAUL NOBLES DESC .: CHANGE ORDER - 1 F.O.B.: N/A TERMS: NET 30 DAYS UNIT PRICE EXTENSION ITEM# QUANTITY DESCRIPTION This Change Order provides for an Additive Change Order to provide for an increase in Cost Center 230304, Object Code 53101 in the amount of \$11,624.00 for professional services to calculate the potential amount of LFG generated and recovered from the Perdido Landfill, per PD 13-14.038. See attached Scope of Work Previous PO Total Dollars: \$102,400.00 Net Dollars Added: \$11,624.00 New PO Total Dollars: \$114,024.00 01 .00 LOT PROFESSIONAL SERVICES TO PROVIDE TITLE V 11624.0000 11,624.00 COMPLIANCE REPORTING FOR THE PERDIDO LANDFILL PER TERMS AND CONDITIONS OF PD 13-14-038. BCC APPROVED 06/26/14.

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	11,624.00
01	230304 53101	11,624.00		TOTAL \$	11,624.00

APPROVED BY July R Beren

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

V	190025		FA	X: 8.	13-623-6757	
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N	4041 PARK	OAKS	BLVD	STE	100	
D O	TAMPA FL	3361	0			
R						

PURCHASE ORDER NO. 141508-2 CHANGE DATE: 01/22/15

N PLEASE EMAIL INVOICES TO:
V escambia.invoices@escambiaclerk.com
O CLERK OF THE COURT & COMPTROLLER
I HON. PAM CHILDERS
C 221 PALAFOX PLACE, SUITE 140
E PENSACOLA, FL 32502-5843
S
H SOLID WASTE MANAGEMENT

I 13009 BEULAH ROAD
P CANTONMENT FL 32533-8801
T CONTRACTOR OF ATTN: SWM DENEE RUDD 850-937-2175

REQ. NO.: 14001736 REQ. DATE: 07/02/14 ORDER DATE: 07/02/14 BUYER: PAUL NOBLES DESC .: CHANGE ORDER -F.O.B.: N/A TERMS: NET 30 DAYS EXTENSION UNIT PRICE DESCRIPTION ITEM# QUANTITY MOU Additional Services needed to prepare a proposal for hydrogen sulfide modeling and removal technology evaluation at Perdido Landfill. See attached more detail of additional scope of work needed. BCC approved. 06/26/14 15832.0000 15,832.00 .00 LOT PROFESSIONAL SERVICES TO PROVIDE TITLE V 01 COMPLIANCE REPORTING FOR THE PERDIDO LANDFILL PER TERMS AND CONDITIONS OF PD 13-14-038. BCC APPROVED 06/26/14.

TEM#	ACC	COUNT	AMOUNT	PROJECT CODE	PAGE TOTAL	\$ 15,832.00
11214131					TOTAL	\$ 15,832.00
01	230304	53101	15,832.00			
			45			
		1	1		1	

APPROVED BY June & Bor

Original Purchase Order

01

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

V	190025		FA	X: 81	13-623-6757	_
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PURCHASE ORDER NO. 141508-3 CHANGE DATE: 02/02/15

N PLEASE EMAIL INVOICES TO: V escambia.invoices@escambiaclerk.com O CLERK OF THE COURT & COMPTROLLER I HON. PAM CHILDERS C 221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843	
S SOLID WASTE MANAGEMENT)
13009 BEULAH ROAD	
P CANTONMENT FL 32533-8801	
P CANTONNENT I'L 32333	

O ATTN: SWM DENEE RUDD 850-937-2175

TOTAL TOTAL RUYER: DAIN NOBLES	REQ. NO.: 14001736 REQ. DATE: 07/02/14
ORDER DATE: 07/02/14 BUYER: PAUL NOBLES	DESC.: CHANGE ORDER - 3
TERMS: NET 30 DAYS F.O.B.: N/A DESCRIPTION	UNIT PRICE EXTENSION

The change order will cancel out Change Order #2 due QUANTITY MOU ITEM# to the work being denied and will no longer be needed.

-15,832.00 .00 LOT PROFESSIONAL SERVICES TO PROVIDE TITLE V COMPLIANCE REPORTING FOR THE PERDIDO LANDFILL PER TERMS AND CONDITIONS OF PD 13-14-038. BCC APPROVED 06/26/14.

	^^	CCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL		-15,832.00 -15,832.00
01	230304	53101	-15,832.00		TOTAL	\$	-15,652.00
)
			APPROVED E	BY	Tue C/	200	

Original Purchase Order

SUNGARD PENTAMATION DATE: 08/12/2015 TIME: 08:10:58

ESCAMBIA COUNTY BOCC EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.enc_no='141508' ACCOUNTING PERIOD: 11/15

FUND - 401 - SOLID WASTE FUND COST CENTER - 230304 - ENVIRONMENTAL QUALITY

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BUI	OGET EXPENDITURES	ENCUMBRANCES DESCRIPTION	
53101 PROFESSIONAL SERVICES 10/14 07/02/14 17 141508 -01 12/14 09/26/14 21 141508 -01 10114254 13/14 10/14/14 21 141508 -01 10114803 13/14 10/14/14 21 141508 -01 10114803 13/15 11/07/14 17 141508 -01 2 /15 11/14/14 18 141508 -01 3 /15 12/02/14 21 141508 -01 4 /15 01/06/15 21 141508 -01 10116306 4 /15 01/06/15 21 141508 -01 V13850 4 /15 02/02/15 18 141508 -01 7 /15 04/14/15 21 141508 -01 V14774 7 /15 04/14/15 21 141508 -01 V14774 7 /15 04/14/15 21 141508 -01 V14774 8 /15 05/05/15 21 141508 -01 V14774 8 /15 05/05/15 21 141508 -01 V14774 8 /15 06/09/15 21 141508 -01 V14774 9 /15 06/09/15 21 141508 -01 V14774 8 /15 06/09/15 21 141508 -01 V14774 11/15 08/11/15 21 141508 -01 V15332 11/15 08/11/15 21 141508 -01 V15332 11/15 08/11/15 21 141508 -01 0257454	190025 SCS ENGINEERS	5,622.52 6,988.52 7,152.96 4,318.52 6,512.52 6,494.16 12,617.27 13,941.94 12,062.39 4,279.72 3,701.63	102,400.00 PROFESSIONAL SERVICES -5,622.52 PLF TITLE V COMPL RPT -6,988.52 PLF TITLE V COMPL RPT -7,152.96 PLF TITLE V COMPL RPT 82,636.00 ENC CARRY FRWRD-F14150 11,624.00 CHANGE ORDER - 1 -4,318.52 PLF TITLE V COMPL RPT -6,512.52 PLF TITLE V COMPL RPT 15,832.00 CHANGE ORDER - 2 -15,832.00 CHANGE ORDER - 3 -6,494.16 PLF TITLE V COMPL RPT -12,617.27 PLF TITLE V COMPL RPT -13,941.94 PLF TITLE V COMPL RPT -12,062.39 PLF TITLE V COMPL RPT -4,279.72 PLF TITLE V COMPL RPT -3,701.63 PLF TITLE V COMPL RPT -3,701.63 PLF TITLE V COMPL RPT	08
TOTAL ENVIRONMENTAL QUALITY		.00 83,692.15	112,967.85	
TOTAL SOLID WASTE FUND		.00 83,692.15	112,967.85	
TOTAL REPORT		.00 83,692.15	112,967.85	

PAGE NUMBER: 1 AUDIT11

Chapter 287

PROCUREMENT OF PERSONAL PROPERTY AND SERVICES

- 287.055Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.—
- (1)SHORT TITLE.—This section shall be known as the "Consultants' Competitive Negotiation Act."
 - (2) DEFINITIONS.—For purposes of this section:
- (a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- (b)"Agency" means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.
- (c)"Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.
- (d)"Compensation" means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.
- (e)"Agency official" means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.
- (f) Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:
 - 1.A grouping of minor construction, rehabilitation, or renovation activities.
- 2.A grouping of substantially similar construction, rehabilitation, or renovation activities.
- (g)A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.
 - (h)A "design-build firm" means a partnership, corporation, or other legal entity that:

- 1.ls certified under s. <u>489.119</u> to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
- 2.Is certified under s. <u>471.023</u> to practice or to offer to practice engineering; certified under s. <u>481.219</u> to practice or to offer to practice architecture; or certified under s. <u>481.319</u> to practice or to offer to practice landscape architecture.
- (i)A "design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.
- (j)A "design criteria package" means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.
- (k)A "design criteria professional" means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.
- (I)"Negotiate" or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.
 - (3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.—
- (a)1.Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.
- 2.Each agency shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in this paragraph.
- (b)Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.
- (c)Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified

to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

- (d)Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451.
 - (e)The public must not be excluded from the proceedings under this section.
 - (4) COMPETITIVE SELECTION.—
- (a)For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.
- (b)The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).
- (c)This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. <u>287.017</u> for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. <u>287.017</u> for CATEGORY TWO. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinitiate the procurement pursuant to this subsection.
- (d)Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.
 - (5) COMPETITIVE NEGOTIATION.—
- (a)The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. <u>287.017</u> for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate

stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

- (b)Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.
- (c)Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.
 - (6) PROHIBITION AGAINST CONTINGENT FEES.—
- (a)Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "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 agreement 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 agreement." For the breach or violation of this provision, the agency 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.
- (b)Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.
- (c)Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional

services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. <u>775.082</u> or s. <u>775.083</u>.

(d)Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. <u>775.082</u> or s. 775.083.

(7)AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.— Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds necessary to complete same are appropriated to the Department of Management Services. irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8)STATE ASSISTANCE TO LOCAL AGENCIES.—On any professional service contract for which the fee is over \$25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9)APPLICABILITY TO DESIGN-BUILD CONTRACTS.—

- (a)Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.
- (b)The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.
- (c) Except as otherwise provided in s. 337.11(7), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection

process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

- 1. The preparation of a design criteria package for the design and construction of the public construction project.
- 2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
- 3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
- 4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
- 5.For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.
- 6.In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.
- (10)REUSE OF EXISTING PLANS.—Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.
- (11)CONSTRUCTION OF LAW.—Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. 1013.45 and 1013.46.
- History.—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 250, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-279; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387; s. 1, ch. 2005-224; s. 19, ch. 2007-157; s. 3, ch. 2007-159; s. 3, ch. 2009-227.

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

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 2-43. Approval of Various Consent Agenda Items Continued
 - 24. Awarding a Contract, PD 13-14.047, for the Southwest Greenway 3rd Extension, to Birkshire-Johnstone, LLC, in the base bid amount of \$265,291.50 (Funding: Fund 110, Other Grants & Projects Fund, Cost Center 221017, Recreational Trail Southwest Greenway, Object Code 56301 \$200,000; Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, Project 11NE0878, Object Code 56301 \$65,291.50).
 - 25. Awarding a Contract, PD 13-14.058, for the Central Energy Plant Contract, to Engineered Cooling Systems, Inc., for a period of three years, with the option to extend for two additional one-year periods, for basic bimonthly services, and add Options 1 and 2, for an annual amount of \$107,400, and approving the *Agreement for Central Energy Maintenance and Repair PD 13-14.058* (Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601 \$100,000; Fund 113, Library Fund, Cost Center 310203, Object Code 54601 \$7,400).
 - 26. Awarding a Contract, PD 13-14.057, for the GPS-Automatic Vehicle Loading Systems Options APS, and approving the Agreement for GPS Automatic Vehicle Loading System Options APS for Escambia County Area Transit PD 13-14.057 between Escambia County and Doublemap, Inc., in the amount of \$487,210 (Funding: Fund 320, FTA-Capital Projects, Cost Center 320410, "2009 FTA FL90X701," Object Code 56401 \$117,666; Fund 320, FTA-Capital Projects, Cost Center 320415, "2010 FTA FL90X728," Object Code 56401 \$369,544).
 - 27. Approving the *Agreement for Employee Assistance Program Services PD 13-14.019*, between Escambia County, Florida, and Behavioral Health Systems, Inc., in the amount of \$34,000, for a period of 12 months, with an option to extend for two additional 12-month periods, with an effective date of August 1, 2014 (Funding: Fund 501, Internal Service Fund, Cost Center 150106, Object Code 53101).
 - Awarding, and authorizing the County Administrator to sign, the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers), per the terms and conditions of PD 13-14.038, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill, for a lump sum of \$102,400 (Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101).



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8843 County Administrator's Report 10. 21.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Humana Specialty Benefits Vision Care Contact

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Humana Specialty Benefits Vision Care Contract - Thomas G. "Tom" Turner - Human Resources Department Director

That the Board take the following action concerning the renewal of the Humana Specialty Benefits Vision Care Contract:

A. Approve the adjustment to the present Contract with Humana Specialty Benefits Vision Care at reduced rates and added additional benefits; and

B. Authorize the County Administrator to sign the Humana Specialty Benefits Annual Renewal Information letter.

BACKGROUND:

Vision Care (Humana Specialty Benefits) has been the Escambia County Board of County Commissioners 'voluntary vision plan since March 2000. Our present Contract runs through December 31, 2016. Humana has reviewed our group benefit and has agreed to reduce our premiums by 14.2% and add additional benefit coverage to our plan.

BUDGETARY IMPACT:

The Vision Care program is voluntary. Employees having coverage will pay the premiums through payroll deductions. The administrative cost to process deductions will be minimal. No County contributions are made.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the Humana Annual Vision Renewal Information Letterand deemed legally sufficient.

PERSONNEL:

The Human Resources Department will process enrollment applications. Payroll will make the deductions and forward payments to the appropriate company.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, the County Administrator will sign the Humana Specialty Benefits Annual Renewal toextend the Contract. The Human Resources Department will coordinate with the Office of Purchasing, the Clerk of the Courts, and the appointing authorities to ensure the are aware of the extension and changes.

Attachments

Vision Care Renewal Docs



August 18, 2015

John Weber Humana Resources Supervisor Benefits and Retirement Escambia County BOCC 221 Palafox St. #400 Pensacola, FL 32502

Dear Mr. Weber:

As a valued client of Humana Specialty Benefits, we would like to thank you for allowing Humana the opportunity to provide the vision benefits portion of the benefits package to The Escambia Board of County Commissioners. Our goal is to ensure that your employees experience the highest quality service and benefits.

Humana is pleased to provide The Escambia County BOCC the following renewal effective 1/1/16. This renewal includes both a reduction in premium and enhanced benefits outlined below. Confirmation of the renewal rates and rate guarantees are as follows:

Vision Benefit Period: 1/01/2016, Rates Guaranteed through 12/31/2017

Employee	\$6.04	Employee + Child(ren)	\$11.46
Employee + Spouse	\$12.08	Employee + Family	\$18.08

This proposal contains a reduction of rates from the previous benefit period as well as the following benefit enhancements:

Contact Lens Allowance increased from \$120 to \$150

Increased Wholesale Frame Allowance from \$45 to \$50

Reduced Materials Co-Pay from \$25 to \$15

Two Year Rate Guarantee 1/1/16 through 12/31/17

To complete the renewal process, please complete the acknowledgement below and return a copy to me. This will complete our documentation of the renewal process. Should you have any questions regarding the renewal rates or benefits, please feel free to contact me at 813-313-7976.

Sincerely,		
Georgette Leeffler	WITNESS	
Humana Health Solutions Client Executive 2032 Creighton Road Suite C, Pensacola, FL 32504	WITNESS	
813.313.7976		

Renewal Acknowledgement:		
We hereby acknowledge that we have notification and agree with the terms o		al listed within this
Signed	Dated	Approved as to fo

Print Name Jack R. Brown, County Administrator

Approved as to form and legal sufficiency.

By/Title: LOWN HUT Date: \$ /20/15

HumanaVision

Escambia County BOCC

See a participating provider	See a nonparticipating provider
100% ofter \$10 copay	\$35 allowance
100% after \$15 copay	\$25 allowance
100% after \$15 copay	\$40 allowance
100% after \$15 copay	\$60 allowance
\$50 wholesale allowance	\$45 retail allowance
\$150 allowance	\$150 allowance
100%	\$210 allowance
Once every 12 months	Once every 12 months
Once every 12 months	Once every 12 months
Once every 24 months	Once every 24 months
	100% after \$10 copay 100% after \$15 copay 100% after \$15 copay 100% after \$15 copay \$50 wholesale allowance \$150 allowance 100% Once every 12 months Once every 12 months

Additional plan discounts

 Members may benefit with fixed pricing for most lens options including anti-reflective and scratch-resistant coatings.

 Members may also be eligible to receive up to a 20 percent retail discount on a second pair of eyeglasses, which is available for 12 months after the covered eye exam through the participating provider who sold the initial pair of eyeglasses.

· After copay, standard polycarbonate available at no charge for dependents less than 19 years old.

¹ Material copay is required for a complete pair of eyeglasses, lenses or frames.

² If a member prefers contact lenses, the plan provides an allowance for contacts in lieu of all other benefits (including frames) (Vision Care Plan only).

³ The contact lens allowance applies to professional services (evaluation and fitting fee) and materials. Members may be eligible to receive up to a 15 percent discount on in-network professional services, which is available for 12 months after the covered eye exam.

⁴ Benefit provides coverage for professional services and one pair of medically necessary contact lenses with prior plan authorization.

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Vision Care Plan

HumanaVision Lasik discount

We have contracted with many well-known facilities and eye doctors to offer Lasik procedures at substantially reduced fees. You can take advantage of these low fees when procedures are done by network providers. The network locations listed below offer the following prices (per eye):

	Conventional / Traditional**		Cu	stom**
TLC				
888-358-3937 (designated locations only)	\$8	95	\$1,295	\$1,895*
LasikPlus	\$695*	\$1,395*		
866-757-8082	LasikPlus free enhancements for 1 year	Lasik <i>Plus</i> free enhancements for life	\$1,895* LasikPlus free enhancements f	
QualSight LASIK	\$895 QualSight free enhancements	\$1,295 with QualSight Lifetime	\$1,320	\$1,995* with QualSight Lifetime
855-456-2020	for 1 year	Assurance Plan		Assurance Plan

You may receive a 10% discount from retail prices at certain independent Lasik participating providers and pay no more than \$1,800 per eye for Conventional Lasik and \$2,300 per eye for Custom Lasik.

How does the wholesale frame allowance work?

Benefits include a wholesale frame allowance. If the wholesale cost exceeds the frame allowance, members pay twice the wholesale difference. They never pay full retail.

Retail price*	Wholesale price	Wholesale allowance	Member pays	Savings
\$125	\$50	\$50	\$0	\$125
\$187.50	\$75	\$50	\$50 (\$75-\$50=\$25x2=\$50)	\$137.50

Retail costs may differ and are based on 21/2 times the wholesale cost. Actual savings may vary.

Use your HumanaVision benefits

HumanaVision options have you covered and make eye care affordable. You have access to one of the largest vision networks in the United States, with more than 35,000 participating optometrist, ophthalmologists, and national retail locations, including LensCrafters®, Pearle Vision®, Sears® Optical, Target® Optical, and JCPenney® Optical. In addition you'll enjoy:

- The same benefits at all participating providers, no matter where they're located
- · Wholesale pricing on frames, avoiding high retail markups
- Simple access to plan information, provider search, Customer Care and other automated services at HumanaVisionCare.com

How it Works

- 1. After signing up for your vision plan, you will receive an ID card in the mail
- 2. Prior to scheduling your appointment, select a network provider through the Customer Care Center, automated information line, or HumanaVisionCare.com
- 3. Schedule an appointment, providing your name, the patient's name and employer
- 4. Sign your provider's form after your exam, you'll pay any copayments and/or costs of any upgrades at this time



LENSCRAFTERS PEARLE VISION

JCPenney, Optical



O OPTICAL

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^{*}with IntraLase™

^{**}Pricing varies by section procedure offered by the provider you choose and options in your area. Not all locations offer fixed pricing. Please call the provider for details

Know what your plan covers

Attached is a summary of HumanaVision benefits that are described in detail in your certificate. You can find your certificate on **HumanaVisionCare.com** or call 1-866-537-0229. Here's what you can expect:

- Quality routine eye health care from independent eye care professionals and national retail locations.
- Services and materials provided on a prepaid basis, and the plan pays in-network providers directly, you also have the freedom to use out-of-network providers if you prefer
- Life without claim forms! With HumanaVision, you pay your eye care professional directly for copayments and any extra cosmetic options selected at the time of service
- Select a vision provider from our network simply by visiting HumanaVisionCare.com, if you prefer, call us at 1-866-537-0229

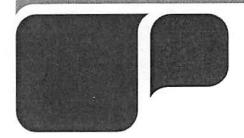
Know what your plan doesn't cover

Some items and services not included in HumanaVision are:

- Orthoptics or vision training, subnormal vision aids or Plano (non-prescription) lenses
- Replacement of lost or broken lenses, except at the regularly-scheduled plan intervals
- · Medical or surgical treatment of eyes
- Care provided through or required by any government agency or program, including Workers' Compensation or a similar law

Vision health impacts overall health

Routine eye exams can lead to early detection of vision problems and other diseases such as diabetes, hypertension, multiple sclerosis, high blood pressure, osteoporosis, and rheumatoid arthritis.¹



¹ Thompson Media Inc.

This is not a complete disclosure of plan qualifications and limitations.

Check with your local Humana or HumanaDental sales office to verify product availability.

Insured by Humana Insurance Company or CompBenefits Insurance Company or CompBenefits Company



Humana.com



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8844 County Administrator's Report 10. 22.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: CareerSource Escarosa FY 2015-2016 Resolution

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Workforce Escarosa (d/b/a CareerSource Escarosa) Fiscal Year 2015-2016 Budget - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action:

A. Adopt and authorize the Chairman to sign a Resolution supporting CareerSource Escarosa's request to waive the ITA/Training Expenditure requirement of 50% and to establish the ITA/Training Expenditure requirement at 35%. Due to the requirement of an indirect cost rate and the method used to determine the rate funds for Fiscal Year (FY) 2015-2016, training fund allocations will be significantly impacted as to what services may be reduced or no longer available for the approximately 500 students per semester, projected to be served with program funds; and

B. Approve the CareerSource Escarosa FY 2015-2016 Budget, in the amount of \$6,474,286.

BACKGROUND:

The Workforce Innovation and Opportunity Act (WIOA) was signed into law in July 2014 by PresidentObama as a measure to provide a renewed commitment to workforce development and is designed to increase opportunities, decrease barriers to employment, and invests in education and career preparation. One primary focus is on the economic growth in the US to enhance global competitiveness as a country. The Regional Workforce Board Accountability Act (RWBAA) amended the Florida Workforce Innovation Act which requires 50% of WIOA Adult and Dislocated Worker funds to be used for tuition, books and training provider fees, but allows for a waiver if supported by the Chief ElectedOfficials. The RWBAA requires the Chief Elected Officials to review and approve the budget for Workforce Escarosa, Inc., dba CareerSource Escarosa.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

CareerSource Escarosa Resolution for the FY Budget 2015-2016 and request for waiver must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this Resolution shall become effective for the expressed term. CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in submission of this request.

Attachments

CareerSource Escarosa

RESOLUTION NUMBER R2015-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS FLORIDA. SUPPORTING OF **ESCAMBIA** COUNTY. INC.. DBA CAREERSOURCE WORKFORCE ESCAROSA. REQUEST TO WAIVE THE ITA/TRAINING ESCAROSA'S EXPENDITURE REQUIREMENT OF 50% AND TO ESTABLISH THE ITA/TRAINING EXPENDITURE REQUIREMENT AT 35%; PROVIDING REVIEW AND APPROVAL OF THE WORKFORCE **ESCAROSA'S** CAREERSOURCE ESCAROSA, INC., DBA ANNUAL BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, President Obama signed into law in July 2014 the Workforce Innovation and Opportunity Act (WIOA) to maximize federally funded job training programs and create a comprehensive, locally controlled workforce investment system in order to allow Americans access to career management tools and enable U.S. companies to recruit a qualified workforce to compete in a global economy; and

WHEREAS, the workforce investment system is designed for federal, state and local partners to work cooperatively whereby local workforce investment boards, in partnership with local elected officials, plan and oversee the local system while the state workforce investment board provides statewide policy, guidance and interpretation; and

WHEREAS, in order to implement the provisions of the federal WIOA, the State of Florida passed the Workforce Innovation Act, §§445.01 et seq., Florida Statutes, creating Workforce Florida, Inc., dba as CareerSource Florida and establishing regional workforce boards to serve as the local workforce investment boards tasked with specified duties and functions as determined by law and as set forth by interlocal agreements approved by the two local governing bodies; and

WHEREAS, pursuant to an Interlocal Agreement, Workforce Escarosa, Inc., dba CareerSource Escarosa currently serves as the regional workforce board for Escambia and Santa Rosa County providing public workforce services, job training programs and economic development related to the WIOA; and

WHEREAS, the Regional Workforce Board Accountability Act (RWBAA) amended the Florida Workforce Innovation Act which requires 50% of WIOA Adult and Dislocated Worker funds be expended on tuition, books and fees of training providers and other training services prescribed in WIOA for Individual Training Accounts, but does allow for a waiver if supported by the Chief Elected Officials; and

WHEREAS, the Escambia County Commissioners have determined that the request for a waiver of the 50% training requirement is justified and have further determined that the Individual Training Account Training Expenditure requirement be established at 35%; and

WHEREAS, the RWBAA also requires the Chief Elected Officials to review and approve the budget for Workforce Escarosa. Inc., dba CareerSource Escarosa.

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

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

Section 2. That the Board of County Commissioners hereby fully supports the waiver request of Workforce Escarosa, Inc., dba CareerSource Escarosa and that the waiver for FY 2015-2016 shall be at a 35% training expenditure requirement.

Section 3. That the Board of County Commissioners of Escambia County has reviewed and hereby approves Workforce Escarosa, Inc. dba CareerSource Escarosa's budget as submitted for Fiscal Year 2015 – 2016.

Section 4. That this Resolution shall become effective immediately upon adoption by the Board of County Commissioners.

Section 5. That the Escambia County Board of County Commissioners hereby directs the Clerk forward a copy of this resolution to Workforce Florida, Inc., dba CareerSource Florida, and the Regional Workforce Board's Chairperson.

ADOPTED this day of	, 2015.
	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
	Steven Barry, Chairman
ATTEST: Pam Childers Clerk of the Circuit Court	Approved as to form and legal sufficiency.
By: Deputy Clerk	Date: 120 15

(Seal)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8857 County Administrator's Report 10. 23.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Purchase of One Cabover Style, Regular Cab & Chassis, Dual Rear

Wheel Truck for the Road Division VE 14-15.032

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of One Cabover Style, Regular Cab Chassis, Dual Rear Wheel Truck for the Road Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the County to award a Purchase Order to Ward International Trucks, in the amount of \$53,400, for one 2016 Isuzu Cabover Style, Regular Cab & Chassis, Dual Rear Wheel Truck, for the Road Division, according to the specifications of VE14-15.032.

The Purchasing Department posted the request on the Escambia County Website for 30 days, beginning July 21, 2015. One additional responsive quote was obtained from Ward International Trucks, Pensacola.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 56401]

BACKGROUND:

This Cabover Regular Cab truck, upon purchase, will be an additional model in the current fleet. This new unit will facilitate the continuation of the Road Division's Right-of-Way Beautification Program. A quote was obtained from Isuzu Truck of Ocala for the purchase based on the specifications of VE14-15.032. The Purchasing Department posted the request on the Escambia County Website for 30 days, beginning July 21, 2015. One additional responsive quote was obtained from Ward International Trucks, Pensacola.

BUDGETARY IMPACT:

Funds are available in Fund 175 Transportation Trust Fund, Cost Center 210405, Object Code 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

In an effort to encourage competition from local businesses and in compliance with Board adopted policy, this purchase was advertised on the county's website for 30 days. One additional, more responsive quote was received.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Office of Purchasing will issue a Purchase Order.

Attachments

VE 14-150.32
Isuzu Ocala quote
Ward International Quote



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager Office of Purchasing

The Road Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2015 - or current mfg. year

Model: CABOVER STYLE, REGULAR CAB & CHASSIS (DUAL REAR WHEEL) - 4X2

Color: Manufacturer's Fleet White

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

60-90- days after receipt of order

Maximum Budgeted Purchase Amount:

\$ 53,448

VE14-15.032 Road Department Vehicle Purchase #2 - CAB & CHASSIS, CABOVER STYLE, REGULAR CAB (DUAL REAR WHEEL) - 4X2

Specifications:

ENGINE:

- Diesel engine-- 215 HP @2500 rpm
- Heavy duty alternator 140 Amp
- Maintenance free heavy duty battery (2) 750 CCA
- · Manufacturer's heavy duty engine cooling

TRANSMISSION/AXLES:

- Manufacturer's, 6 speed standard automatic transmission
- Manufacturer's standard drive axle ratio for engine and transmission combination.

PERFORMANCE ITEMS:

- Manufacturer's standard power steering.
- Tilt and telescopic steering column
- · Manufacturer's standard gauges to include oil level indicator, dash mounted
- Fuel/Water separator with dash mounted indicator light

COMFORT ITEMS:

- Manufacturer's standard air conditioning with 134A system.
- Manufacturer's standard tinted glass all around.
- Manufacturer's standard AM/FM stereo.
- Heavy duty rubber floor covering instead of carpet.
- Manufacturer's standard production seats, vinyl covering preferable, gray in color.
- Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

SAFETY ITEMS:

- Dual mount outside mirrors to provide field of vision for vehicles to 96" wide.
- Interior dome lights with left and right door activated switches.
- Manufacturer's standard air bags, if available.
- Manufacturer's standard convex mirrors.

BRAKES:

Vacuum/Hydraulic with 4-Channel ABS Disc/Drum

TIRES AND WHEELS:

- BSW steel belted radials 225/70R19.5F (12-pr).
- 19.5" x 6.0 "steel 6-hole disc wheels.
- Tire capacity: front 2,400 lbs. (ea.); rear 2,200 lbs. (ea.).

CHASSIS, FRAME, CAB:

- Manufacturer's standard colors, factory painted, Fleet White
- Minimum 30 gal.fuel tank.
- · Manufacturer's standard bumper.
- Regular cab tilt model

ADDITIONAL UPGRADES

- GVWR upgrade 17950 GVWR
- Regular cab model (tilt model) 150" WHEELBASE
- 127" cab to axle, minimum
- Backup alarm Factory Installed
- Temporary tag

AFTERMARKET OPTIONS

BODY

18' LANDSCAPE Manufacturer's certified factory standard beaver tail landscape wide body

- 14' X 96 " FLAT BODY
- 4' DOVE TAIL
- CROSS MEMBERS ON 12" CENTERS
- 24" CAGE AND SHELF TO BE 24" OFF OF FLOOR.
- 12" BETWEEN SHELF AND CAGE
- 16" TALL SIDES WITH PASSANGER SIDE FOLD DOWN,

for dual rear wheels to include:

- SIDES TO BE CONSTRUCTED OF 1 1/2 TUBE WITH 3/4 # RAISED EXPANDED METAL WITH WASH OUT GAP, AND ANGLE PROTECTER OVER
- TOP OF EXPANDED METAL
- 4 D-RINGS
- 4' DOVETAIL WITH 3# GRATE ACROSS COMPLETE DOVETAIL
- 5 ' HINGED TAILGATE WITH 1 1/2TUBE AND 3# GRATE. SPLIT GATE WITH TWO SPRINGS PER SIDE.

WITH BODY OPTIONS:

- ADDED REINFORCEMENT TUBING WITH 3 # GRATE ON TAILGATE, STANDARD LIGHTS.
- TOOL BOX 36 X 18 X 18 BOX W/LATCH

Posting Date	Tuesday, July 21, 2015
Due Date for Offers	Friday, August 21, 2015
Depart. Contact	Wes Moreno, Director Road Department
Fleet Maint.	Terry Gray, Fleet Maintenance

VE14-15.032 Road Department Vehicle Purchase - #2 - : CAB & CHASSIS, CABOVER STYLE, REGULAR CAB (DUAL REAR WHEEL) - 4X2

Offers for the sale of vehicles meeting the specifications for VE14-15.032 Road Department Vehicle Purchase #2 as listed will be accepted until 5:00 pm on Friday, August 21, 2015. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

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 or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,

Matt Langley Bell, III Bldg.,

213 Palafox Place, Pensacola, Florida 32502

And clearly marked with the Specification Number <u>VE14-15.032 Road Department Vehicle</u> <u>Purchase #2 and the name of the offerer</u>.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Isuzu Truck of Ocala 3950 W. Hwy 326 Ocala Fl. 34482 407-295-3846 ext 122

To: Escambia County

Regarding FSA Contract 14-12-0904

Isuzu Truck of Ocala is pleased to quote the following Isuzu NQR via the Florida Sheriff's Association contract 14-12-0904.

Spec #6	<i>\$37,842.00</i>
NQR (17950 GVW upgrade)	\$2,549.00
NF354 (127'CA)	\$624.00
16LSCAPE (no charge for extra 2')	\$10,600.00

Non Contract Option
Tie Down Rings \$766.00
Under Body Tool Boxes \$1,067.00

Total \$53,448.00

Regards,

Bob Scharpnick Municipal Sales



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager Office of Purchasing

The Road Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2015 - or current mfg. year 2016

Model: CABOVER STYLE, REGULAR CAB & CHASSIS (DUAL REAR WHEEL) - 4X2

Color: Manufacturer's Fleet White

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

60-90- days after receipt of order

Maximum Budgeted Purchase Amount:

\$ 53,448

53,400 Kenny / Jellies

ESCAMBIA COUNTY, FL

2016 Isuzu NQR DSL REG AT (NR354) 150" WB WHITE CAB IBT AIR PWL (2)



PRICE WITH 18'LANDSCAPE BODY

INSTALLED

PRICE # 53,400

Lenny Jelans

WARD INTE ISUZUTRUCKS

5885 NORTH WST.

PENSACOLA, FL 32505

VE14-15.032 Road Department Vehicle Purchase #2 - CAB & CHASSIS, CABOVER STYLE, REGULAR CAB (DUAL REAR WHEEL) - 4X2

Specifications:

ENGINE:

- Diesel engine— 215 HP @2500 rpm
- Heavy duty alternator 140 Amp
- Maintenance free heavy duty battery (2) 750 CCA
- · Manufacturer's heavy duty engine cooling

TRANSMISSION/AXLES:

- Manufacturer's, 6 speed standard automatic transmission
- Manufacturer's standard drive axle ratio for engine and transmission combination.

PERFORMANCE ITEMS:

- Manufacturer's standard power steering.
- Tilt and telescopic steering column
- Manufacturer's standard gauges to include oil level indicator, dash mounted
- Fuel/Water separator with dash mounted indicator light

COMFORT ITEMS:

- Manufacturer's standard air conditioning with 134A system.
- Manufacturer's standard tinted glass all around.
- Manufacturer's standard AM/FM stereo.
- Heavy duty rubber floor covering instead of carpet.
- Manufacturer's standard production seats, vinyl covering preferable, gray in color.
- Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

SAFETY ITEMS:

- Dual mount outside mirrors to provide field of vision for vehicles to 96" wide.
- Interior dome lights with left and right door activated switches.
- Manufacturer's standard air bags, if available.
- Manufacturer's standard convex mirrors.

BRAKES:

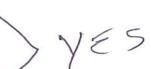
Vacuum/Hydraulic with 4-Channel ABS Disc/Drum

TIRES AND WHEELS:

- BSW steel belted radials 225/70R19.5F (12-pr).
- 19.5" x 6.0 "steel 6-hole disc wheels.
- Tire capacity: front 2,400 lbs. (ea.); rear 2,200 lbs. (ea.).

CHASSIS, FRAME, CAB:

- Manufacturer's standard colors, factory painted, Fleet White
- Minimum 30 gal.fuel tank.
- Manufacturer's standard bumper.
- Regular cab tilt model





213 Palafox Place, 2nd Floor, Pensacola, Fl 32502, (850)595-4980 www.myescambia.com

ADDITIONAL UPGRADES

- GVWR upgrade 17950 GVWR
- Regular cab model (tilt model) 150" WHEELBASE
- 127" cab to axle, minimum
- Backup alarm Factory Installed
- Temporary tag



AFTERMARKET OPTIONS

18' LANDSCAPE BODY Manufacturer's certified factory standard beaver tail landscape wide body for dual rear wheels to include:

- 14' X 96 " FLAT BODY
- 4' DOVE TAIL
- CROSS MEMBERS ON 12" CENTERS
- 24" CAGE AND SHELF TO BE 24" OFF OF FLOOR,
- 12" BETWEEN SHELF AND CAGE
- 16" TALL SIDES WITH PASSANGER SIDE FOLD DOWN,
- SIDES TO BE CONSTRUCTED OF 1 1/2 TUBE WITH 3/4 # RAISED EXPANDED METAL WITH WASH OUT GAP, AND ANGLE PROTECTER OVER
- TOP OF EXPANDED METAL
- 4 D-RINGS
- 4' DOVETAIL WITH 3# GRATE ACROSS COMPLETE DOVETAIL
- 5 ' HINGED TAILGATE WITH 1 1/2TUBE AND 3# GRATE. SPLIT GATE WITH TWO SPRINGS PER SIDE.

WITH BODY OPTIONS:

- ADDED REINFORCEMENT TUBING WITH 3 # GRATE ON TAILGATE, STANDARD LIGHTS.
- TOOL BOX 36 X 18 X 18 BOX W/LATCH

YES



Ward Isuzu

Kenny Necaise | 850-206-6549 | knecaise@bellsouth.net

2016 Isuzu NQR DSL REG AT (NR354) 150" WB WHITE CAB IBT AIR PWL

Standard Equipment

Mechanical	
	Truck Application
	GVWR, 17950 lbs (8142 kg) capacity
	4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft-lb gross torque at 1850 RPM. 4 cylinder 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system and engine cruise control. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level. Rear engine cover.
	Air Cleaner, Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction gauge.
	Alternator, 140 AMP with integral regulator
	Battery, Dual 12-V maintenance free, 750 CCA each
	Transmission, Automatic, Aisin A465 6-speed. Ratios: 3.742, 2.003, 1.343, 1.000, 0.773, 0.634, Rev 3.539
	Rear wheel drive
	Front GAWR, 6830 lbs (3098 kg) capacity
	Front Axle, Reverse Elliot "I"-beam rated at 6830 lbs. (3098 kg). Includes integral hydraulic power steering. Rat 18.8-20.9:1
	Front Suspension, 8440 lbs. (3828 kg) capacity. Semi-elliptical tapered leaf springs. Includes shock absorbers and stabilizer bar.
	Front Wheels, 19.5" x 6", 6-hole disc, painted white
	Front Tires, 225/70R19.5F (12 ply) tubeless Radial, all season tread
	Rear GAWR, 12980 lbs (5888 kg) capacity
	Rear Axle, full-floating single-speed, 14,550 lbs. (6600 kg) capacity with oil lubricated rear wheel bearings
	Rear Axle Ratio, 5.125:1
	Rear Suspension, 14550 lbs. (6600 kg) capacity. Semi-elliptical main and auxiliary multi-leaf springs. Includes shock absorbers.
	Rear Wheels, 19.5" x 6", 6-hole disc, painted white
	Rear Tires, 225/70R19.5F (12 ply) tubeless Radial, all season tread
	Wheelbase, 150" (381.0 cm), includes ladder type channel frame. Full C section straight frame 33.5 inches (85. cm) wide. Yield strength 44,000 psi, section modulus 7.20 cu.in. and RBM 316,800 lb-ft/in per rail.
	Fuel Tank, 30-gallon (113.6L) rectangular fuel tank. Mounted between frame rail through the rail fuel fill. Fuel water separator with dash mounted warning light.
	Brake System, Dual circuit, vacuum assisted hydraulic with EBD (Electronic Brake Distribution). Disc front and self-adjust outboard mounted drum rear. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic linings are standard. 4 channel anti-lock brake system.
	Exhaust Brake, Butterfly valve type

Current report content is based on Data Version 992, Jul 27, 2015 9:55:00 PM PDT. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

Jul 28, 2015



Ward Isuzu

Kenny Necaise | 850-206-6549 | knecaise@bellsouth.net

2016 Isuzu NQR DSL REG AT (NR354) 150" WB WHITE CAB IBT AIR PWL

Mechanical	
	Exhaust System, Single horizontal with DPF (Diesel Particulate Filter)
Exterior	
	Paint Scheme, Solid
	Cab Mounts, All steel low cab forward, BBC 70.7 in. (179.6 cm) 45 deg. mechanical tilt with torsion assist
	Daytime running lamps
	Windows, Tinted glass
	Mirrors, Dual cab mounted exterior with integral convex mirror
	Windshield Wipers, Intermittent wet-arm
Entertainment	
	AM/FM/CD stereo radio
nterior	
	Multi-Information Display (MID) (monitors vital functions including diesel exhaust fluid levels (DEF), particulate matter emissions level in the diesel particulate filter (DPF), diesel particulate filter regeneration, service reminders for engine oil, transmission oil, differential oil, power steering fluid, engine oil filter, and fuel filters. Th MID provides fuel economy reporting by average, instant, and trip.)
	Isuzu Vehicle Health Report (Standard on all N-Series diesel trucks, exclusive to Isuzu, monitors the trucks performance, and driver behavior. Reports provide detailed information on engine operation, braking, emissions fuel economy, acceleration & deceleration frequency, idling, and speed history. Ask your Isuzu dealer to provid you with an Isuzu Vehicle Health Report at your next service.)
	Tricot cloth covered reclining highback driver seat with single two occupant fold down passenger seat
	Floor mats
	Tilt and telescoping steering column
	Cruise control
	Power windows & door locks
afety-Mechanical	
	4 channel anti-lock brake system
	Daytime running lamps
	EBD (Electronic Brake Distribution)

Current report content is based on Data Version 992, Jul 27, 2015 9:55:00 PM PDT. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



Ward Isuzu

Kenny Necaise | 850-206-6549 | knecaise@bellsouth.net

2016 Isuzu NQR DSL REG AT (NR354) 150" WB WHITE CAB IBT AIR PWL

WARRANTY

Basic Years: 3

Basic Miles/km: Unlimited

Drivetrain Years: 3

Drivetrain Miles/km: Unlimited

Corrosion Years: 4

Corrosion Miles/km: Unlimited

Frame Rail Years: 3

Frame Rail Miles/km: Unlimited

Frame Rail Note: 3 Years to 5 Years/Unlimited Parts and Labor have a 50% charge



QUOTE

DATE	QUOTE#
7/28/2015	12753

	ME / ADDRESS D INTERNATION		-		VIN#	/STOCK#
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				DEN		
QTY	ITEM		DESCRIPTION	NC		- dans-je-
	BODY BL-18	18' OPEN LANDSCA CAB BASIC LAWNCARE 14' X 96 " FLAT 4' DC CROSS MEMBERS OF 24" CAGE AND SHELE 12" BETWEEN SHELE 16" TALL SIDES WITH DOWN, SIDES TO BE WITH 3/4 # RAISED E WASH OUT GAP, AN TOP OF EXPANDED M 4 D-RINGS	BL-18 OVE TAIL N 16" CENT F TO BE 24 F AND CAG H PASSANC CONSTRUC XPANDED D ANGLE I	ERS " OFF OF FLOOR E GER SIDE FOLD CTED OF 1 1/2 T METAL WITH	R, TUBE	
		4' DOVETAIL WITH 3/ COMPLETE DOVETAI WITH 1 1/2 TUBE AND WITH ONE SPRINGS I	IL AND 5' D 3/4 # 9 RA	HINGED TAILG	ATE	
2 7	TRIMMER R	EXTRA HORIZONTAL UPRIGHTS FOR 1700# TRIMMER RACK HOI	MACHINE LD 3 (CUST	OMER TO	NTER	
1 0	GAS BOX	DETERMINE FACING 36 X 18 X 18 BOX WIT)		



QUOTE

DATE	QUOTE#
7/28/2015	12753

	ME / ADDRESS					
O. BO	INTERNATIONA OX 5375 LE, AL 36605 476-6841	AL TRUCKS			VIN # / S	STOCK#
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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8818 County Administrator's Report 10. 24.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/03/2015

Issue: Contract 13-14.072 Blue Springs/Crescent Lake April 2014 Flood

Emergency Repairs

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract for Blue Springs/Crescent Lake April 2014 Flood Emergency Repairs - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Contract PD 13-14.072, Blue Springs/Crescent Lake April 2014 Flood Emergency Repairs:

A. Approve June 5, 2015, as the date of Substantial Completion for this project; and

B. Approve assessing liquidated damages to the contractor, Hewes and Company, LLC, in the amount of \$21,000, per the terms of Contract PD 13-14.072, Blue Springs/Crescent Lake April 2014 Flood Emergency Repairs.

[Funding: Funds are available in Fund 112, "Disaster Recovery Fund," Cost Center 330492, Object Code 56301, Project #ESCPW17]

BACKGROUND:

The April 2014 flood event in Escambia County created substantial damage on Blue Springs Drive in the Crescent Lake Subdivision. Meeting in regular session on August 21, 2014, Escambia County awarded Contract PD 13-14.072, in the amount of \$499,923.43 to Hewes and Company, LLC, to perform the necessary repairs to this street.

A Notice to Proceed was issued to Hewes and Co, LLC on September 2, 2014. The contract timeline is as follows:

- 09/02/2014 Notice to Proceed
- 09/17/2014 Stop work order was issued to allow for utility work
- 11/13/2014 Resume work order
- 05/12/2015 End Contract Date
- 05/13/2015 County began to assess Liquidated Damages at \$1,000 per day
- 06/05/2015 Substantial Completion as agreed upon by the county and Hewes and

Company, LLC – county ceased assessment of Liquidated Damages

• 08/18/2015 - Final Completion

The contractor, Hewes and Company, LLC did not complete the project on time, not reaching substantial completion until June 5, 2015, and not completing the project wholly until August 18, 2015. As a result, Escambia County began assessing liquidated damages on May 13, 2015, at a rate of \$1,000 per day; the county also agreed to a substantial completion date of June 5, 2015, at which time the assessment of liquidated damages ceased. The total amount of liquidated damages assessed is \$21,000 (\$18,000 for May and \$3,000 for June).

It should be noted that it appears the largest factor in delaying completion was that there were 135 days with three or fewer workers on-site, and 81 of those days there were zero workers on-site. Additionally, during creation of the 2 nd change order, extensive collaboration was held with Hewes to determine a reasonable and very attainable new completion date. Furthermore, throughout construction, on-site workers expressed their frustration to staff over the lack of sufficient manpower, equipment, and materials being available for them to do the work.

# of workers on-site	0	1	2	3	4	5	6	7	8	9	10	19 (Paving crew)	*201 Total work
# of days	81	0	15	39	20	2	25	11	5	1	1	1	days considered

*NOTE: Only Monday through Saturday was considered between September 2, 2014 and July 31, 2015. This breakdown did not include: the 58 days between September 17, 2014 to November 14, 2014, when the "Stop Work" order was in effect, approved rain days, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, or approved delay/recovery days.

BUDGETARY IMPACT:

Funds are available in Fund 112 "Disaster Recovery Fund", Cost Center 330492, Object Code 56301, Project #ESCPW17.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

08212014 BCC Action
Original PO_Hewes
CO_Hewes

COUNTY ADMINISTRATOR'S REPORT – Continued

- I. <u>TECHNICAL/PUBLIC SERVICE CONSENT AGENDA</u> Continued
- 1-19. <u>Approval of Various Consent Agenda Items</u> Continued
 - 18. Authorizing the Chairman to sign a letter of support for the Town of Century to take part in the Florida Department of Economic Opportunity's Competitive Florida Partnership Program, a targeted technical assistance program that helps communities map their strengths and identify what makes them unique, then identify opportunities and improvements that fit within their character for greater economic and community development.
 - 19. Approving, and ratifying the County Administrator's signature on, the *Naval Air Station Pensacola Hold Harmless Agreement* and *Naval Air Station Pensacola License Agreement*, for the use of the Blue Angel Recreational Area for parking on Saturday, August 16, 2014, for the Kenny Chesney concert at the Flora-Bama.
 - II. BUDGET/FINANCE CONSENT AGENDA

1-37. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner Robertson, and carried unanimously, approving Consent Agenda Items 1 through 37, as follows, with the exception of Items 20 and 35, which were held for separate votes, as amended to drop Item 11:

- 1. Taking the following action concerning Federal Elections Activities Grant Funds from the Department of State; in order to receive the Federal Elections Activities funds, the Legislature has required that the Chairman of the Board of County Commissioners certify that the County will match the State funds with a 15% County match; both the State funds and the County matching funds must be held in a separate account to be used solely for activities relating to Federal Elections; the required match for this Grant is \$7,476.15; the match is included in the Supervisor of Elections' Fiscal Year 2014-2015 Budget under Cost Center 550101 and various Object Codes:
 - A. Certifying that the County will match State Grant funds with \$7,476.15 from the Supervisor of Elections' Fiscal Year 2014-2015 Budget; and
 - B. Authorizing the Chairman to sign the *Certificate Regarding Matching Funds* and the *Certificate of Equipment for Casting and Counting Ballots*.

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

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-37. Approval of Various Consent Agenda Items Continued
 - 32. Approving the payment to Panhandle Grading & Paving, Inc., for Johnson Avenue Emergency Repair Project, for the April 29, 2014, Flood Event, for the emergency response balance of line items of \$141,198 (Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612, Project #ESCPW26).
 - 33. Approving, and authorizing the County Administrator to execute, the following Change Order to Roads, Inc., of NWF, for the "CR297A (Sandicrest to Kingsfield) Widening and Drainage Improvement Project" (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301, Project #08EN0105):

Department: Public Works

Division: Engineering/Infrastructure Division

Type: Addition Amount: \$93,750

Vendor: Roads, Inc. of NWF

Project Name: "County Road 297-A (Sandicrest to Kingsfield)

Widening and Drainage Improvement Project"

Contract: PD 12-13.010

Purchase Order Number: 130885

Change Order (CO) Number: 5

Original Award Amount: \$1,665,546.89
Cumulative Amount of Change Orders through this CO: \$199,617.60
New Contract Total: \$1,865,164.49

- 34. Ratifying the issuance of a Purchase Order to the Gulf Coast Powerboat Association, Inc., in the amount of \$40,000, for the Thunder Run Super Grand Prix (Funding Source: Fund 108, 4th Cent Tourist Development Tax, Cost Center 360105).
- 35. See Page 62.
- 36. Awarding Contract PD 13-14.072, for the Blue Springs Avenue repair, to Hewes and Company, LLC, in the amount of \$499,923.43 (Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612, Project ESCPW17).

CONTRACT FOR PD 13-14.072 IS SHOWN ON PAGES 5 - 53

DOCUMENTS PERTAINING TO THE CONTRACT WERE PROVIDED ON A COMPACT DISC, WHICH IS ON FILE IN THE CLERK'S OFFICE AS CD 284



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

County Administrator's Report

BCC Regular Meeting

Meeting Date:

08/21/2014

Issue:

Blue Springs Avenue Repair PD 13-14.072

From:

Amy Lovoy, Department Director all

Organization:

OMB

CAO Approval:

RECOMMENDATION

Recommendation Concerning Blue Springs Avenue Repair, PD 13-14.072 – Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract PD 13-14.072, for the Blue Springs Avenue Repair, to Hewes and Company, LLC, in the amount of \$499,923.43.

[Funding Source: Fund 112, "Disaster Recovery Fund," Cost Center 330492, Object Code 54612, Project ESCPW17]

BACKGROUND:

The solicitation was advertised in the Pensacola News Journal on August 13, 2014. Four bids were received. Hewes and Company LLC was the lowest bidder.

This project consists of repairing damage caused during the April 2014 Storm Event on Blue Springs Avenue from East Shore Drive to Clearwater Avenue. Project will include the reconstruction of the damaged road and include such work as roadway construction, milling, curb and gutter, driveway construction, stormwater replacement, fencing, landscaping, irrigation, maintenance of traffic, erosion control, and pavement markings. The contractor will maintain access for residents at all times during all construction activities, with minimal delays to the traveling public. The construction will be for permanent repairs and will be submitted to Federal Emergency Management Agency (FEMA) for reimbursement.

BUDGETARY IMPACT:

Funding: Fund 112 "Disaster Recovery Fund", Cost Center 330492, Object 54612, Project #ESCPW17.

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, Florida Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

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

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

REGISTER OF SUBMITTERS	DESCRI BID# PE	DESCRIPTION: BI BID # PD 13-14.072	DESCRIPTION: Blue Springs/Crescent Lake Emergency BID# PD 13-14.072	rescent Lake	Emergency			Į.	
Opening Time: 11:00 am CDT Opening Date: 08/13/2014 Opening Location: Rm 11.407	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Elocate	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FT. Statutues on Entity Crimes	Total Bid Price
NAME OF BIDDER	,		ioreign state		Corporation ID	ribilida	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	CHIIIRS V.100	8560 271 00
Chavers Construction Inc	Yes	\cs	N/N	sa t	831	SI	\$31	5	00.172,000¢
Hewes and Company LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$499,923.43
Panhandle Grading & Paving Inc	Yes	Yes	V/N	Yes	Yes	Yes	Yes	Yes	\$526,786.25
Roads Inc of NWF	Yes	Yes	V/V	Yes	Yes	Yes	Yes	Yes	\$530,000.30
BIDS OPENED BY:	Joe F. Pilli	tary, Jr., Pu	Joe F. Pillitary, Jr., Purchasing Coordinator	ator DATE:	08/13/2014				
BIDS TABULATED BY:	Angic Hol	Angie Holbrook, SOSA	3.4	DATE	08/13/2014				
BIDS WITNESSED BY:	Angie Hol	Angie Holbrook, SOSA	V:	DATE:	DATE: 08/13/2014				

BOCC DATE 08/21/2014 CAR DATE 08/21/2014

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Hewes and Company, LLC for a total amount of \$499,923.43

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:

ĊAR

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

PD 13-14.072

Blue Springs/Crescent Lake Emergency

AGREEMENT BETWEEN

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

HEWES AND COMPANY, LLC

STANDARD CONSTRUCTION CONTRACT DOCUMENTS FORM D

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND HEWES AND COMPANY, LLC FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Hewes and Compnay, LLC a Florida corporation for profit, to perform all work ("Work") in connection with PD 13-14.072; Blue Springs/Crescent Lake Emergency as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

- A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
- B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
- C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Four Hundred Ninety-Nine Thousand Nine Hundred and Twenty-Three Dollars and Forty-Three Cents

SECTION 4. BONDS

- A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

- A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within Seventy-Five (75) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Fifteen (15) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling Ninety (90) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.
- B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$1000 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project.

Completion of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions

Exhibit B: Form of Performance and Payment Bonds

Exhibit C: Insurance and Safety Requirements

Exhibit D: Form of Release and Affidavit

Exhibit E: Form of Contractor Application for Payment

Exhibit F: Form of Change Order

Exhibit G: Payment Adjustment - Bituminous Material

Exhibit H: Technical Specifications

Exhibit I: Plans & Standard Details prepared by or for County and Identified as

follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering 3363 West Park Place Pensacola, FL 32502

Attention: Jeremy King, Project Manager

B. All correspondence with the Contractor will be addressed to the following:

Hewes and Company, LLC 390 Selina Street Pensacola, FL 32503

Attn: Edward M. Hewes. President

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

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, and Roads, Inc. of NWF signing by and through its President, duly authorized to execute same.

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

By:

Jack R. Brown, County Administrator

Date:

CONTRACTOR:
Hewes and Company, LLC a Florida Corporation, authorized to do business in the State of Florida.

By:

Educated M. Hences

Its: President

Date:

Secretary

Date:

Note:

Secretary

Date:

Note:

Secretary

Date:

Note:

Secretary

Date:

Note:

N

BCC Approved: August 21, 2014

EXHIBIT A GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. <u>INVESTIGATION AND UTILITIES</u>

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole;

topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no

earlier than thirty (30) days after Commencement Date.

- 4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.
- 4.4. Contractor shall submit Four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

- 4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.
- 4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of

Contractor's work.

- 4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

The County may decline to approve any Application for Payment, or portions thereof, 5.1. because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

- 6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

- 7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- If Contractor wishes to furnish or use a substitute item of material or equipment. 7.4. Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- 7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to

- determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. <u>DAILY REPORTS, AS-BUILTS, AND MEETINGS</u>

- 8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
 - 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
 - 8.1.2. Soil conditions which adversely affect the Work;
 - 8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
 - **8.1.4.** The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
 - 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
 - 8.1.6. Description of Work being performed at the Project site;
 - 8.1.7. Any unusual or special occurrences at the Project site;
 - 8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located

on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

- 9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
- 9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

- 9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.
- 9.4.2. The weather was unusual as documented by supporting data.
- **9.4.3.** The weather did have an adverse impact on the contractor's schedule (critical path only).
- **9.4.4.** The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

- 10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.
- 10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or subsubcontractor for field and home office overhead is included in the markups noted above.

- 10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

- 11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.
- 12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its

Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

Contractor shall pay on behalf of or indemnify and hold harmless County and its agents. 13.1 officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence. recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better

Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

- 13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.
- 13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased.

The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

- 13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.9 <u>Duty to Provide Legal Defense</u>. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

- 14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of 14.2 Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program. (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

- 15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

- 17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work

which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any,

seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- 19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

- 20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent

- determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.
- 20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

	(Project Name and Address)						
(Legal Nan	ne and Address - entity of the Contractor						

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied. installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

- 22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.
- 22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

- 23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with

the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

- 24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by

County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

- 26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner

that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

- 28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

- 29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;
 - 29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
 - 29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

- 29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.
- 29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B PERFORMANCE AND PAYMENT BOND

BOND N	D			
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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That						
(Insert name,	address, and phone number of contractor), as Principal, and					
, (Ins	sert full name, home office address and phone number of surety) as Surety, are held and firmly					
	ne Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, 7-1591, (850) 595-4900, as Obligee in the sum of					
representative	(\$), for the payment whereof we bind ourselves, our heirs, executors, personal es, successors and assigns, jointly and severally, firmly by these present. Principal has entered into a contract dated as of the day of, 20, with ontract No,					
•	of project, including legal description, street address of property and general description of) in accordance with drawings and specifications, which contract is by reference made a part					
hereof, and is	hereinafter referred to as the Contract.					
THE	CONDITION OF THIS BOND is that if Principal:					
1.	Performs the Contract at the times and in the manner prescribed in the Contract; and					
2.	Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and					
3.	Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and					

the two (2) year warranty period after substantial completion of the work.

Principal understands and agrees that this bond shall remain in full force and effect throughout

4.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

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Perform	ance Bo	nd, reg	ardless c	f the	nun	iber o	f suits th	at may b	e filed	by Ol	bligee	•				
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Signed,	sealed a	nd del	ivered													
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My Commission Expires:					(Signa								-			
							Name (Legib	: ly Printe	d)					<u>.</u>		
(AFFIX	OFFICIA	AL SEA	AL)					/ Public, No., If A							<u> </u>	
ATTES	iT:						SURE	TY: (Printe	ed Nan	ne)			•••			

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Witness	(Business Address)
	(Authorized Signature)
Witness	(D. L. I.
	(Printed Name) OR
	As Attorney In Fact (Attach Power)
Witnesses	(Business Address)
	(Printed Name)
STATE OF	(Telephone Number)
The foregoing instrument	was acknowledged before me this day of, of
20	as Surety, on behalf of Surety. He/she is personally known to me
OR has produced	as identification and did (did not) take an oath.
wy Commission Expires.	(Signature)
	Name:
(AFFIX OFFICIAL SEAL)	(Legibly Printed) Notary Public, State of
(ALLIA OFFICIAL SEAL)	Serial No., If Any:

BOND	NO.	

PAYMENT BOND

RY THIS B	OND, vve,	
	(Insert name, address a	nd phone number of contractor) (hereinafter called the "Principal") and
		(hereinafter called the "Surety"),
(Insert nam	e)	, a surety insurer
(Instance and exist	eart address and nhone number)	and authorized to do business
n the State of Flori	da, are held and firmly bound unto the	e Board of County Commissioners for Escambia
County, Florida, 22	1 Palafox Place, Pensacola, Florida	32597-1591, (850) 595-4900, (hereinafter called
the "County") in the	sum of	(\$) for
payment of which assignees, jointly a		ur personal representatives, our successors and our
WHEREAS	, Principal and County have reached	a mutual agreement relating to Contract No
(hereinafter referre	d to as the "Contract") as of	(the bid award date for projects thereto)
for the purpose of _		
(Insert name of pimprovement.)	roject, including legal description,	street address of property and general description of
said Contract being	made a part of this Bond by this ref	erence.
·	•	IS BOND IS THAT IF THE PRINCIPAL:
•		between Principal and County for e contract being made a part of this bond by reference,
2.	Promptly makes payments to all Statutes, supplying Principal with li	claimants, as defined in Section 255.05(1), Florida abor, materials, or supplies, used directly or indirectly by work provided for in the contract; and
3.		expenses, costs, and attorney's fees, including appellate ins because of a default by Principal under the contract;
4.		c and materials furnished under the contract for the time bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

- 1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
- 2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
- 3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE	DAY OF		, 20	_ (the date of issue by
the Surety or by the Surety's agent an				
Signed, sealed and delivered				
in the presence of:	PRINCIPA			
	Name:			
	Its:			
Witnesses as to Principal				
27.77.05				
STATE OF				
COUNTY OF				
The foregoing instrument wa	as acknowledged befo	ore me this	day of	
20, by		, as		, of
	, a	corporation	, on beha	alf of the corporation.
He/she is personally known to me OF				
not) take an oath.				
My Commission Expires:				
	(Signature)		
	Name:			
	(Legibly Pr	rinted)		
(AFFIX OFFICIAL SEAL)	Notary Pul	olic, State of		

	Serial No., If Any:
ATTEST:	SURETY:
	(Printed Name)
Witness	(Business Address)
	(Authorized Signature)
Witness	(Printed Name)
	OR
	As Attorney In Fact (Attach Power)
Witnesses	(Business Address)
	(Printed Name)
07475.05	(Telephone Number)
COUNTY OF	
	vas acknowledged before me this day of,
	as Surety, on behalf of Surety. He/she is personally known to me
OR has produced	as identification and did (did not) take an oath.
My Commission Expires:	
	(Signature)
	Name: (Legibly Printed)
(AFFIX OFFICIAL SEAL)	Notary Public, State of
	Serial No., If Any:

EXHIBIT C INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of

employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

- 1. Indicate that Escambia County is an additional insured on the general liability policy.
- 2. Include a reference to the project and the Office of Purchasing number.
- 3. Disclose any self-insured retentions in excess of \$1,000.
- 4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Contractor shall purchase and maintain Professional Liability or malpractice or errors or omissions insurance coverage with a minimum limit of \$1,000,000, 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.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA,"

as are deemed necessary by the Contractor and project manager.

- In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).
- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.
- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:
 - (a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The

Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

- (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.
- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be

obtained before their use.

- (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.
- (15) The use of any radioactive materials by the Contractor on project sites shall require preapproval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA STATE OF FLORIDA

	Before	me,	the , wh	undersigned o after being dul		personally ses and says:	appeared
(1)	material whether i County, between	men, suin contract Florida, (' Contract	"Contracto ccessors it or in tor "County")	or") releases an and assigns, a t, against the Bo relating in any County dated	d waives for II claims den ard of County way to the pe	sideration of \$_ itself and its sun nands, costs and Commissioners erformance of the 0, for the	bcontractors, d expenses, of Escambia e Agreement
(2)	assigns, expenses	that all s for whic	charges h County	for labor, mate	rials, supplies or for which a	aterial men, sud s, lands, license lien or a demand paid.	es and other
(3)	suits, ac	tions, cla	ims of lie	ens or other cha	rges filed or	s County from all asserted agains covered by this	t the County
(4)			d Affidavi /ment No.		onnection with	h Contractor's (monthly/final)
				Ву:			
				Its:			President
\ <i>Ni</i> tn	esses			Date: _			
A AITI IG				[Corpoi	ate Seal]		

STATE OF FLORIDA COUNTY OF ESCAMBIA

The	foregoing	g instrum	nent wa	s acknowledg	ed before	me	this	day d
		20,	by .		,	as	··········	
		, a		corporation, o	n behalf of	the o	corporatio	n. He/she
personally i	known to	me OR h	as produ	ced		a	s identific	ation and di
(did not) tak	ke an oath.							
My Commis	ssion Expir	es:						
				Nor		(Signa	ature)	
				Nar		(Legib	ly Printed)
(AFFIX OFI	FICIAL SE	AL)		Not	ary Public,	State	of	
C		•		Ser	ial No., If A	ny:		

EXHIBIT E FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F CONSTRUCTION CHANGE ORDER

Change Order Number Date:		PD
To:		
Project Name:		
You hereby are authorized and terms and conditions of the Agree Describe changes here;	directed to make the following ement:	changes in accordance with
Original Contract Amount Sum of Previous Changes This Change Order	Dollars \$\$ \$\$	
Adjusted Agreement Amount	\$	
The contract substantial comple due to this Change Order Your accour Agreement and will be per Agreement indicated above, as for	r. The new contract subs eptance of this Change Order s formed subject to all the same	tantial completion date is hall constitute a modification to terms and conditions in our
The adjustment, if any, to this Agail claims arising out of or related delay cost.	greement shall constitute a full and to the change set forth herein,	and final settlement of any and including claims for impact and
The Contract Administrator has of Performance and Payment Bond greater value Change Order.	ls or to obtain additional bonds o	on the basis of a \$25,000.00 or
Check if applicable and property	ovide written confirmation from	the bonding company/agent

2014-000850 BCC Aug. 21, 2014 Page 52

(attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _		, 20
By:		
•	Contractor	
By: _		
	Engineer	
By: _		
-	Owner	

<u>EXHIBIT G</u> PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

- 1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:
 - 1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
 - 1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
 - 1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
 - 1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.
 - 1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa 'Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb 'Bid unit price for Bituminous Material.

- Id 'Asphalt Price Index during the month in which the material is incorporated into the project.
- Ib 'Asphalt Price Index during the month in which bids were received for this contract.
- 1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
- 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

V 081448 FAX: 850-983-6698
E HEWES AND COMPANY LLC
N 390 SELINA STREET
D PENSACOLA FL 32503
R

PURCHASE ORDER NO. 141675

PLEASE EMAIL INVOICES TO:
V escambia.invoices@escambiaclerk.com
O CLERK OF THE COURT & COMPTROLLER
I HON. PAM CHILDERS
C 221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

ENGINEERING
ENGINEERING DEPARTMENT
S1363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 08/26/14 BUYER: JOSEPH PILLITARY REQ. NO.: 14001941 REQ. DATE: 08/25/14 F.O.B.: TERMS: NET 30 DAYS DESC.: CONTACT JEREMY KING AT 59 ITEM# DESCRIPTION UNIT PRICE QUANTITY UOM EXTENSION 01 1.00 LOT CONTRACT PD 13-14.072 "BLUE SPRINGS 499923.4300 499,923.43 AVENUE EMERGENCY REPAIR" BCC APPROVAL 08/21/2014

ITEM#	AC	COUNT	AMOUNT	PROJECT CODE	PAGE TOTAL	\$ 499,923.43
110.5			1000000	0.000000	TOTAL	\$ 499,923.43
01	330492	54612	499,923.43	ESCPW17		

APPROVED BY

Original Purchase Order

TAX ID 85-8013888011C-3 FED ID 59-6000-598 flaw Down

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

PD 13-14.072

Blue Springs/Crescent Lake Emergency

AGREEMENT BETWEEN

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

HEWES AND COMPANY, LLC

STANDARD CONSTRUCTION CONTRACT DOCUMENTS FORM D

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND HEWES AND COMPANY, LLC FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Hewes and Compnay, LLC a Florida corporation for profit, to perform all work ("Work") in connection with PD 13-14.072; Blue Springs/Crescent Lake Emergency as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

- A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
- B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
- C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Four Hundred Ninety-Nine Thousand Nine Hundred and Twenty-Three Dollars and Forty-Three Cents

SECTION 4. BONDS

- A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

- A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within Seventy-Five (75) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Fifteen (15) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling Ninety (90) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.
- B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$1000 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project.

Completion of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions

Exhibit B: Form of Performance and Payment Bonds

Exhibit C: Insurance and Safety Requirements

Exhibit D: Form of Release and Affidavit

Exhibit E: Form of Contractor Application for Payment

Exhibit F: Form of Change Order

Exhibit G: Payment Adjustment - Bituminous Material

Exhibit H: Technical Specifications

Exhibit I: Plans & Standard Details prepared by or for County and Identified as

follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering 3363 West Park Place Pensacola, FL 32502 Attention: Jeremy King, Project Manager

- -

B. All correspondence with the Contractor will be addressed to the following:

Hewes and Company, LLC 390 Selina Street Pensacola, FL 32503

Attn: Edward M. Hewes, President

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

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, and Roads, Inc. of NWF signing by and through its President, duly authorized to execute same

Agreement, and Roads, Inc. of NWF signing execute same.	by and through its President, duly authorized to
	COUNTY: Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
Witness: Mys Caley Witness: Wey Othings	Jack R. Brown, County Administrator Date: 8/28/2014
	CONTRACTOR: Hewes and Company, LLC a Florida Corporation, authorized to do business in the State of Florida.
ATTEST: Corporate Secretary	By:
By:Secretary	Its: President
(Corporate Seal)	Date: 8-21-2014

EXHIBIT A GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. <u>INVESTIGATION AND UTILITIES</u>

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole;

topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no

earlier than thirty (30) days after Commencement Date.

- 4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.
- 4.4. Contractor shall submit Four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

- 4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.
- 4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of

Contractor's work.

- 4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof. because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

- 6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

- 7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 7.4. If Contractor wishes to furnish or use a substitute item of material or equipment. Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- 7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to

determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

- 8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
 - 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
 - 8.1.2. Soil conditions which adversely affect the Work;
 - 8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
 - 8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
 - 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
 - 8.1.6. Description of Work being performed at the Project site;
 - 8.1.7. Any unusual or special occurrences at the Project site;
 - 8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located

on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

- 9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
- 9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

- 9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.
- 9.4.2. The weather was unusual as documented by supporting data.
- **9.4.3.** The weather did have an adverse impact on the contractor's schedule (critical path only).
- 9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

- 10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.
- 10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or subsubcontractor for field and home office overhead is included in the markups noted above.

- 10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

- 11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.
- 12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its

Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better

Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

- 13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.
- 13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased.

The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

- 13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.9 <u>Duty to Provide Legal Defense</u>. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

- 14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

- 15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

- 17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work

which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including ail management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any,

seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- 19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

- 20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent

- determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.
- 20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

(Project Name and Address)		
(Legal Name and Address - e		

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

- 22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.
- 22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

- 23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with

the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

- 24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by

County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action. County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

- 26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner

that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

- 28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

- 29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;
 - 29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
 - 29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents

- 29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.
- 29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B PERFORMANCE AND PAYMENT BOND

BOND NO.	
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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That				
(Insert name, ad	Insert name, address, and phone number of contractor), as Principal, and			
bound unto the	full name, home office address and phone number of surety) as Surety, are held and firmly Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, 591, (850) 595-4900, as Obligee in the sum of			
representatives, WHEREAS, Prin), for the payment whereof we bind ourselves, our heirs, executors, personal successors and assigns, jointly and severally, firmly by these present. Incipal has entered into a contract dated as of the day of, 20, with a gract No,			
improvement) in hereof, and is he THE CC	project, including legal description, street address of property and general description of accordance with drawings and specifications, which contract is by reference made a part ereinafter referred to as the Contract. PNDITION OF THIS BOND is that if Principal: Performs the Contract at the times and in the manner prescribed in the Contract; and			
2.	Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains			

- because of any default by Principal under the Contract; and
- Performs the guarantee of all work and materials furnished under the Contract applicable to the 3. work and materials, then this bond is void; otherwise it remains in full force; and
- Principal understands and agrees that this bond shall remain in full force and effect throughout 4. the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

•	number of suits that may be filed by Obligee.
	the above parties have executed this instrument this day of, the name and corporate seal of each corporate party being hereto
	ned by its undersigned representative, pursuant to authority of its governing
Signed, sealed and delivered	
in the presence of:	PRINCIPAL:
	Ву:
	Name:
	lle.
Witnesses as to Principal	
STATE OF	
COUNTY OF	
The foregoing instrument w	as acknowledged before me this day of of
	R has produced as identification and did (did
My Commission Expires:	(Signature) Name: (Legibly Printed)
(AFFIX OFFICIAL SEAL)	Notary Public, State of Serial No., If Any:
ATTEST:	SURETY:(Printed Name)

Witness	(Business Address)	
	(Authorized Signature)	
Witness	(Printed Name) OR	
	As Attorney In Fact (Attach Power)	
Witnesses	(Business Address)	
	(Printed Name)	
STATE OF	(Telephone Number)	
The foregoing instrument wa	as acknowledged before me this day of	
OR has produced	as Surety, on behalf of Surety. He/she is personally known as identification and did (did not) take an oath.	to me
My Commission Expires:	(Signature) Name:	
(AFFIX OFFICIAL SEAL)	(Legibly Printed) Notary Public, State of Serial No., If Any:	

BOND	NO.	

PAYMENT BOND

(Insert name, address and phon	ne number of contractor)(hereinafter called the "Princi	ipal") and
	(hereinafter called the	"Surety"),
(Insert name)	, a sur	
located at(Insert address and phone number) chartered and existing under the laws of the State of	and authorized to de	o business
in the State of Florida, are held and firmly bound unto the Board		
County, Florida, 221 Palafox Place, Pensacola, Florida 32597-15	591, (850) 595-4900, (hereinafter ca	illed
the "County") in the sum of	(\$) for
payment of which we bind ourselves, our heirs, our personassignees, jointly and severally.	onal representatives, our success	ors and our
WHEREAS, Principal and County have reached a mutua	al agreement relating to Contract No)
(hereinafter referred to as the "Contract") as of	(the bid award date for project	ts thereto)
for the purpose of		
(Insert name of project, including legal description, street acimprovement.)	ddress of property and general d	escription of
	<u> </u>	 -
said Contract being made a part of this Bond by this reference.		
NOW, THEREFORE, THE CONDITION OF THIS BONE) IS THAT IF THE PRINCIPAL:	
Performs the contract dated, construction of, the contra at the times and in the manner prescribed in	, between Principal and ct being made a part of this bond to the contract; and	County for by reference,
2. Promptly makes payments to all claimar Statutes, supplying Principal with labor, ma		

- 3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

Principal in the prosecution of the work provided for in the contract; and

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

- 1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
- 2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
- 3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE	DAY OF		, 20	(the date of issue by
the Surety or by the Surety's agent an				
Signed, sealed and delivered				
in the presence of:	PRINCIPAL	_:		
				· · · · · · · · · · · · · · · · · · ·
	 			
Witnesses as to Principal			· · · <u>-</u>	
STATE OF				
COUNTY OF				
The foregoing instrument wa	as acknowledged befo	re me this	day of	
20, by		as		of
	a	corpor	ation, on beh	alf of the corporation.
He/she is personally known to me Of				
not) take an oath.				
My Commission Expires:				
	(Signature)			
	Name:			
	(Legibly Pr	inted)		
(AFEIX OFFICIAL SEAL)	Notary Dul	lic State of		

	Senai No., ii Any.
ATTEST:	SURETY:
	(Printed Name)
Witness	(Business Address)
	(Authorized Signature)
Witness	(Printed Name)
	OR
	As Attorney In Fact (Attach Power)
Witnesses	
	(Business Address)
	(Printed Name)
	(Telephone Number)
COUNTY OF	
	vas acknowledged before me this day of,
	as Surety, on behalf of Surety. He/she is personally known to me
OR has produced	as identification and did (did not) take an oath.
My Commission Expires:	
	(Signature)
	Name:
	(Legibly Printed)
(AFFIX OFFICIAL SEAL)	Notary Public, State of
	Serial No., If Any:

EXHIBIT C INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of

employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

- 1. Indicate that Escambia County is an additional insured on the general liability policy.
- 2. Include a reference to the project and the Office of Purchasing number.
- 3. Disclose any self-insured retentions in excess of \$1,000.
- 4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Contractor shall purchase and maintain Professional Liability or malpractice or errors or omissions insurance coverage with a minimum limit of \$1,000,000, 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.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA,"

as are deemed necessary by the Contractor and project manager.

- In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).
- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.
- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:
 - (a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The

Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

- (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.
- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be

obtained before their use.

- (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.
- (15) The use of any radioactive materials by the Contractor on project sites shall require preapproval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA STATE OF FLORIDA

	Before	me,		undersigned to after being duly			appeared
(1)	material whether County, between	men, sui in contrac Florida, (' Contrac	"Contractorcessors or in tor 'County")	ntract Document or") releases an and assigns, a rt, against the Bo relating in any County dated	d waives for i ill claims dem pard of County way to the pe	tself and its su ands, costs an Commissioners rformance of th	bcontractors, d expenses, of Escambia e Agreement
(2)	assigns, expenses	that all s for whic	charges h County	elf and its subc for labor, mate might be sued o I, have been fully	rials, supplies, or for which a l	lands, license ien or a demand	s and other
(3)	suits, ac	tions, clai ut of the	ims of lie	nify, defend and ens or other cha nce by Contracto	rges filed or a	asserted agains	t the County
(4)			d Affidavi ment No.		onnection with	Contractor's (monthly/final)
				Ву:			
				Its:	· · · · · · · · · · · · · · · · · · ·		_ President
Witne	esses				ate Seal]		

STATE OF FLORIDA COUNTY OF ESCAMBIA

The	foregoing	instrum	ent was	acknowle	dged	before	me	this	day)
		20	by _				as			01
		_, a		corporation,	on b	ehalf of	the c	corporation	. He/she	iS
personally k	known to r	ne OR ha	s produc	ed			a	s identifica	tion and di	id
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My Commis	sion Expire	es:		_						_
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(AFFIX OFF	FICIAL SEA	AL)		•	lotary	Public, S	State (of		_
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EXHIBIT E FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F CONSTRUCTION CHANGE ORDER

Change Order Number	Contract Number	· · · · · · · · · · · · · · · · · · ·
Date:	Dated	
To:		
Project Name:		
	directed to make the following	changes in accordance with
terms and conditions of the Agre- Describe changes here;	ement.	
Describe Changes here,		
	Dollars	Time in Calendar Days
Original Contract Amount	\$	
Sum of Previous Changes	\$	
This Change Order	\$	

Adjusted Agreement Amount	t \$	····
due to this Change Orde Your accour Agreement and will be pe	etion date will be increased/decer. The new contract subsceptance of this Change Order strormed subject to all the same fully as if the same were repeated	tantial completion date is nall constitute a modification to terms and conditions in our
	Agreement shall constitute a full and to the change set forth herein, it	
The Contract Administrator has Performance and Payment Bongreater value Change Order.	directed the Contractor to increas ds or to obtain additional bonds o	e the penal sum of the existing on the basis of a \$25,000.00 or

The Check if applicable and provide written confirmation from the bonding company/agent

	act) that the amount of the new contract amount.	he Performa	ance and Pa	yment bonds	; have been a	djusted
Accepted:		, 20				
By:	Contractor		•			
By:	Engineer		•			
by.	Owner		•			

EXHIBIT G

PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

- 1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:
 - 1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
 - 1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
 - 1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
 - 1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.
 - 1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa 'Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

- Id 'Asphalt Price Index during the month in which the material is incorporated into the project.
- Ib 'Asphalt Price Index during the month in which bids were received for this contract.
- 1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
- 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

VI	081448		FAX:	850-983-6698	_
Ė	HEWES AND C	OMPANY	LLC		
N	390 SELINA	STREET			
OD	PENSACOLA F	L 3250	03		

PURCHASE ORDER NO. 141675-1 CHANGE DATE: 11/07/14

PLEASE EMAIL INVOICES TO:
V escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
C 221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

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ORDER DATE: 08/26/14 BUYER: PAUL NOBLES REQ. NO.: 14001941 REQ. DATE: 08/25/14 DESC .: CHANGE ORDER - 1 TERMS: NET 30 DAYS F.O.B.: DESCRIPTION UNIT PRICE **EXTENSION** QUANTITY This is an additive/deductive change order to the existing contract for the Blue Springs permanent roadway repair. As construction began, it was found that there was additional latent damage to the roadway which necessitated full replacement. In addition to full replacement, ECUA has requested that more utility infrastructure be rehabilitated with this construction. ECUA has agreed to construct all utility improvements with their own contractor. This includes those items already in the contract with Hewes which will be deducted. In order to maintain budget, we have removed itemsthat were determined to not be necessary to meet project needs and to allow for full road replacement. The overall change order is a deduction of \$3410.03. The original contract amount was \$499,923.43. The new total contract amount with deductive change order is \$496,513.40.No additional time is requested. The contracted work includes work within private property. This work includes removal ofthe temporary asphalt millings road, driveway replacement where impacted by constructionactivities, chainlink fence replacement, andlandscaping/irrigation replacement where impacted by flood and construction activities. In addition, changing the object code to 56301. CIP: Blue Springs Permanent Repair AprilFlood 2014 Event. This change order was approved by the BCC on October 16, 2014 .

M#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
	- NO COMPANY OF THE PARK OF TH			TOTAL \$
		1		
				0

APPROVED BY

TAX ID 85-8013888011C-3 FED ID 59-6000-598

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

V 081448 FAX: 850-983-6698
E HEWES AND COMPANY LLC
N 390 SELINA STREET
D PENSACOLA FL 32503
R

PURCHASE ORDER NO. 141675-1 CHANGE DATE: 11/07/14

N PLEASE EMAIL INVOICES TO:
V escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
C 221 PALAFOX PLACE, SUITE 140
E PENSACOLA, FL 32502-5843

S ENGINEERING
ENGINEERING DEPARTMENT
P 3363 WEST PARK PLACE
PENSACOLA FL 32505
O ATTN: ROBIN LAMBERT

murk Bon

ORDER DATE: 08/26/14 BUYER: PAUL NOBLES REQ. NO.: 14001941 REQ. DATE: 08/25/14 DESC .: CHANGE ORDER - 1 TERMS: NET 30 DAYS F.O.B.: DESCRIPTION QUANTITY UNIT PRICE **EXTENSION** ITEM# UOM October 16, 2014), .00 LOT CONTRACT PD 13-14.072 "BLUE SPRINGS 01 3410.0300 -3,410.03 AVENUE EMERGENCY REPAIR" BCC APPROVAL 08/21/2014

ITEM#	AC	COUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	-3,410.03
		7.70VI	- WINE - W	7115555115555	TOTAL \$	-3,410.03
01	330492	54612	-482,397.69	ESCPW17		
01	330492	56301	478,987.66	ESCPW17		

APPROVED BY

Original Purchase Order

CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code:	081448	1	Vendor Name:	Hewes and Compa	ny LLC	
Project Number:	ESCPW17		P.O. Number:	141675	C.O. Number:	1
Department:	PUBLIC WORK	S/ENGINEERING	P.D. Number:	13-14-072	Date:	10/16/14
repair. As constinued full infrastructure be with their own codeducted. In ordinate meet project \$3,410.03. The change order is private property, where impacted replacement who 56301" Improven	ruction bega replacemen rehabilitated intractor. The fer to mainta needs and to original cont \$496,513.40 This work in by construct are impacted nent Other T	n, it was found to In addition to I with this consist includes those in budget, we had allow for full react amount was no additional activities, of by flood and chan Buildings"	that there was add full replacement, I truction. ECUA has items already in have removed item oad replacement. Is \$499,923.43. To the item is requested all of the temporary hainlink fence replacement is construction activities ince this is a perre". CIP: Blue Sp	ditional latent dama ECUA has request as agreed to constitute the contract with the that were determ The overall chang he new total contracted asphalt millings re accement, and lances. In addition, changenentt repair, Pr	age to the roadwated that more utilitruct all utility impropers which will mined to not be not go order is a deduct amount with dwork includes wood, driveway reparaging the object esently this contributed.	ay which by ovements be ecessary to action of leductive rk within lacement ation t code to act is in
BCC Approval O		014				
o Modify Existing Purchas	e Order:		Quantity			
Adding Dollars	to Line Item No	1	Adjustment:		Amount:	\$3,410.03
Deleting Dollars fro			Adjustment:		Amount:	40,110.00
a same escalation	1				1.013-10-1	
fodify Notes:	1.	Ė	10/16/14			
Net Dolla	hase Order ers added or	Total Dollars: r subtracted: otal Dollars:	\$482,397.69 -\$3,410.03 \$478,987.66			
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			counts and Project Numbers:			
Cost Center: 330492	54612	Project Number: ESCPW17	-\$482,397.69	SO.00		
330492	56301	ESCPW17	\$482,397.69	\$482,397.69		
330492	56301	ESCPW17	-\$3,410.03	-\$3,410.03		
Check if applicable ayment Bonds or to	e: The Contract a obtain additiona	Administrator has di I bonds on the basi	irected the Contractor to so fa \$25,000.00 or greate be bonding company / age to tamount. Departs speed by A	o increase the penal sum ster value Change Order ont (attorney-in-fact) that th		
Request Prepared	Ву:	Alle	Thur (E.c.) our-Engineering email-clambergery Date 2014.10.17 06:	escambia.com, p=U5 49:32-05:00*	Date: _	
Contract Administrate	or's Certification	& Approval:			Date: _	
Office of Purchasi	ng Review Ag	en"	DN: cn=Joy D. Bla	y Joş Ω. Blackmon, P.E. ckmon, P.E., α=Escambia County	Date:_	
Department Direct	or:	-00		Works Department, Invescambia.com, c=US 13:15:58-05'00'	_ Date: _	1/217
County Administra	ator's Approva	al:			Date:	10

two, twelve-month extension periods, not to exceed a total of 60 months.

[Funding: Fund 143, Fire Protection, Cost Center 330206, Object Code 55201, and Fund 408, Emergency Medical Services, Cost Center 330302, Object Code 55201, as required for the annual Budgeted amount of \$140,000]

15. Recommendation Concerning a Change Order to Hewes and Company, LLC, Regarding "Blue Springs Avenue Emergency Repair" - 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 Hewes and Company, LLC, on Contract PD 13-14.072, "Blue Springs Avenue Emergency Repair Project":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Deductive
Amount:	(\$3,410.03)
Vendor:	Hewes and Company, LLC
Project Name:	"Blue Springs Avenue Emergency Repair
Contract:	PD 13-14.072
PO#:	141675
CO#:	1
Original Award Amount:	\$499,923.43
Cumulative Amount of Change Orders Through this CO:	(\$3,410.03)
New Contract Total:	\$496,513.40

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612/56301, Project ESCPW17]



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-6987

County Administrator's Report Budget & Finance Consent

BCC Regular Meeting

Meeting Date: 10/16/2014

Issue:

Change Order to Hewes and Company, Inc. on Contract PD 13-14.072 "Blue

Springs Avenue Emergency Repair"

From:

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

Organization:

Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Hewes and Company, LLC on Contract PD 13-14.072 "Blue Springs Avenue Emergency Repair" - 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 Hewes and Compnay, LLC on Contract PD 13-14.072 "Blue Springs Avenue Emergency Repair Project":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Deductive
Amount:	(\$3,410.03)
Vendor:	Hewes and Company, LLC
Project Name:	"Blue Springs Avenue Emergency Repair
Contract:	PD 13-14.072
PO#:	141675
CO#:	1
Original Award Amount:	\$499,923.43
Cumulative Amount of Change Orders Through this CO:	(\$3,410.03)
New Contract Total:	\$496,513.40

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612/56301, Project ESCPW17]

BACKGROUND:

Meeting in regular session on August 21, 2014, the Board approved Contract PD 13-14.072, to Hewes and Company, LLC for the Blue Springs Avenue Emergency Repair Project. This project consists of the permenant repairs for the damage caused during the April 2014 Storm Event on Blue Springs Avenue from East Shore Drive to Clearwater Avenue. Project includes the reconstruction of the damaged road and include such work as roadway construction, milling, curb and gutter, driveway construction, stormwater replacement, fencing, landscaping, irrigation, maintenance of traffic, erosion control, and pavement markings. The contractor will maintain at access for residents at all times during all construction activities, with minimal delays to the traveling public.

This is an additive/deductive change order to the existing contract for the Blue Springs permanent roadway repair. As construction began, it was found that there was additional latent damage to the roadway which necessitated full replacement. In addition to full replacement, Emerald Coast Utilities Authority (ECUA) has requested that more utility infrastructure be rehabilitated with this construction. ECUA has agreed to construct all utility improvements with their own contractor. This includes those items already in the contract with Hewes and Company, LLC which will be deducted. In order to maintain budget, we have removed items that were determined to not be necessary to the meet project needs and to allow for full road replacement. The overall change order is a deduction of \$3,410.03. The original contract amount was \$499,923.43. The new total contract amount with deductive change order is \$496,513.40.

This contracted work includes work within private property. This work includes removal of the temporary asphalt millings road, driveway replacement where impacted by construction activities, chainlink fence replacement, and landscaping/sod/irrigation replacement where impacted by flood and construction activities.

BUDGETARY IMPACT:

Funds for this project are available in Fund 112 "Disaster Recovery Fund", Cost Center 330492, Object Code 54612/56301, Project ESCPW17.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Change Order

Map

Purchase Order Hewes Contract Ag	reement		
(

Escambla County Public Works Department Engineering Division 3363 W. Park Place Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Emergency Repair Blue Springs Ave. ENGFLOOD 0414-01 Project ID: Blue Springs Ave. from Fairview to Clearwater Location: Project Manager: Jeremy King Date: 10/6/2014 This section to be completed by Project Managers: **DESCRIPTION OF REQUEST** This is an additive/deductive change order to the existing contract for the Blue Springs permanent roadway repair. As construction began, it was found that there was additional latent damage to the readway which necessitated full replacement. In addition to full replacement, ECUA has requested that more utility infrastructure be rehabilitated with this construction. ECUA has agreed to construct all utility improvements with their own contractor. This includes those items already in the contract with Hewes which will be deducted. In order to maintain budget, we have removed items that were determined to not be necessary to the meet project needs and to allow for full road replacement. The overall change order is a deduction of \$3,410.03. The original contract amount was \$499,923.43. The new total contract amount with deductive change order is \$495,513.40. No additional time is requested. This contracted work includes work within private property. This work includes removal of the temporary asphalt millings road, driveway replacement where impacted by construction activities, chainlink fence replacement, and landscaping/sod/imgation replacement where impacted by flood and construction activities. Attached backup documentation page (s). RFF/NTP Start Date calendar days. Time shall be increased/decreased by Completion date Obligated Required Balance of CIP Project **Funds for Original Construction Contract** Funds for Construction CO# Contract PD Contractor Funds for Original Task Order Funds for Addendum # Task Order PD Consultant Funds for Original Work Order Funds for Change Order # (3,410.03)Contractor Hewes & Company, LLC Contract PD 13-14.072 Funds for Contingency Consultant Funds for Permit Fees Agency Funds for Land Purchases Owner Funds for Title Work Contract PD Contractor Funds for 3,410.03 New Balance of CIP Project This section to be completed by Administration to accomplish fund transfer: Project Name Amount Fund Project # From Fund Project # Project Name Amount To: Transfer Transferred by Transfer Date County Engineer Signature Posted to Expedi

Change Order #1

BID Item Number	Bid Item	Quantity	Units	Unit Price	Cost
CO1-1	Earthwork Excavation by machine, County Specs 2300	694	CY	\$5.18	\$3,594.92
CO1-2	3" Top Soil	-1618	SY	\$1.39	-\$2,249.02
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CO1-9	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400	1347	SY	\$19.50	\$26,266.50
CO1-10	FDOT Type B curb, FDOT Index 300	881	LF	\$14.49	\$12,765.69
CO1-11	4" Fiber Reinforced Concrete Driveway	119	SY	\$31.60	\$3,760.40
CO1-12	Remove Existing Concrete, 6" thick	111	SY	\$10.03	\$1,113.33
CO1-13	Remove Curb	881	LF	\$3.34	\$2,942.54
CO1-14	Type A Curb Inlet, 0-6' depth	3	EA	\$5,572.00	\$16,716.00
CO1-15	Remove Curb Inlet (including top and bottom)	3	EA	\$557.00	\$1,671.00
CO1-16	24" RCP Pipe	-40	LF	\$101.40	-\$4,056.00
CO1-17	Pipe Removal, 6"-30"	-241	LF	\$13.37	-\$3,222.17
CO1-18	8" Sewer Line Gravity Fed	-390	LF	\$30.09	-\$11,735.10
CO1-19	Adjust Water Meter	-7	EΑ	\$445.71	-\$3,119.97
CO1-20	Install New Water Meter	-8	EA	\$835.75	-\$6,686.00
CO1-21	Centipede Sod, Staked	44	SY	\$2.79	\$122.76
CO1-22	St Augustine Sod, Staked	-1662	SY	\$5.85	-\$9,722.70
CO1-23	6' Chain Link Fence	-31	LF	\$14.44	-\$447.64
CO1-24	Remove Large Tree	-4	EA	\$668.75	-\$2,675.00
CO1-25	Large Tree (200 Gal containter)	-3	EA	\$1,393.00	-\$4,179.00
CO1-26	Clean Out Existing Storm Drain Pipe	-0.86	LS	\$20,784.00	-\$17,874.24
CO1-27	Irrigation Repair and Replacement	-1	LS	\$3,400.00	-\$3,400.00
Change Order Total					-\$3,410.03



Atkins North America, Inc. 2114 Airport Boulevard, Suite 1450 Pensacola, Florida 32504

Telephone: +1.850.478.9844 Fax: +1.850.478.0620

www.atkinsglobal.com/northamerica

September 29, 2014

Mr. Jeremy King Escambia County Senior Project Coordinator 3363 West Park Place Pensacola, Florida 32505 Telephone (850) 595-3419

Re: Recommendation Letter

Project: Blue Springs Avenue Emergency Repair Project

Dear Mr. King,

Atkins recommends that the remaining pavement along Blue Springs Avenue be removed and replaced with new asphalt per the contracted unit cost. Atkins determined that after the Project was awarded and the Contractor had begun work that there were additional areas of damaged pavement. The damaged pavement areas are scattered throughout the existing pavement and were not identified during the emergency survey because of sediment and debris. Our staff determined that it will be necessary to remove and replaced the remaining pavement. The construction plans originally proposed milling and resurfacing of this area, however the latest damage will not make this a viable repair. The Contractor will have to saw cut asphalt, remove the damaged areas, and rebuild the road per County Standards. Upon full replacement, the road will be able to better withstand future storm events.

If additional information is needed, please contact myself at 850-478-9844.

Sincerely.

Project Engineer

Jeremy R. King

From: Sent: James E. Duncan

Tuesday, September 30, 2014 3:53 PM

To: Subject: Jeremy R. King Blue Springs Avenue

Attachments:

Blue Springs Drive Overall Condition Index.pdf

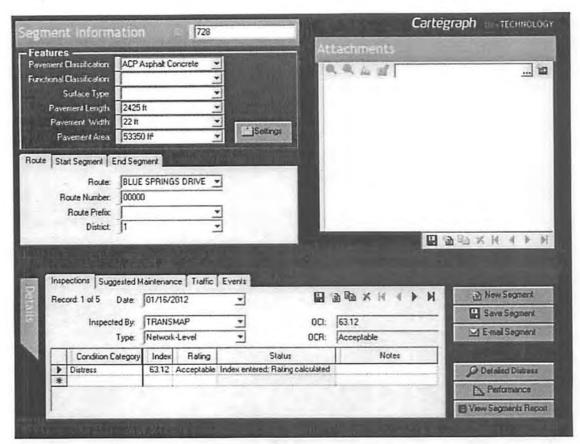
Jeremy,

Based on our site visit of Blue Springs Drive on 9-10-14, the base and asphalt of Blue Springs Drive from the intersection at Farview Drive to approximately 80' North of the intersection at Clearwater Avenue has been compromised in the April 2014 Flood Event. Due to this it is my recommendation that this segment of roadway be reconstructed with 8" Stabilized Subgrade, 6" Graded Aggregate Base and 1.5" of SP12.5 Asphalt. Prior to the storm Blue Springs Drive had an Overall Condition Index (OCI) of 63.12 (see attached Blue Springs Overall Condition Index (OCI)). This rating indicated that the roadway was in acceptable condition (see attached Overall Condition Index (OCI) Weight's). If you have any questions or if anything else is needed please let me know.

Thanks,

James Duncan
Construction Manager
Escambia County
Public Works Department
Engineering Division
3363 West Park Place
Pensacola, FL 32505
(850) 595-3543

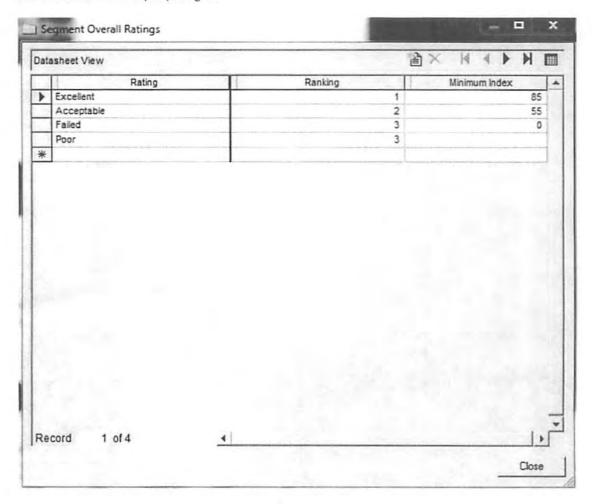
Blue Springs Drive Overall Condition Index (OCI)

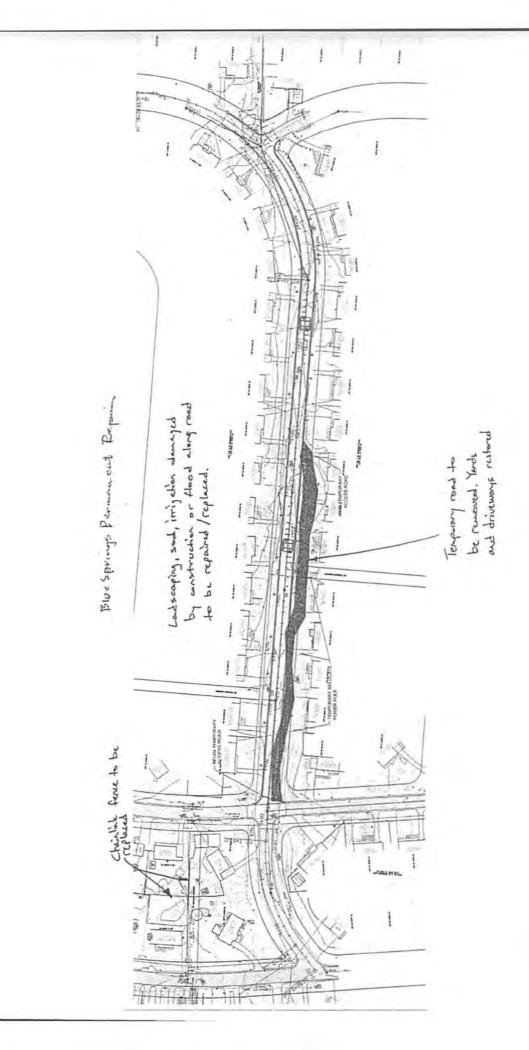


Blue Springs Drive prior to storm



Overall Condition Index (OCI) Weights





ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

081448			850-983-6698
HEWES AND	COMPANY	LLC	
390 SELINA	STREET		
PENSACOLA	FL 325	03	

PURCHASE ORDER NO. 141675

PLEASE EMAIL INVOICES TO: escambia.invoices@escambiaclerk.com CLERK OF THE COURT & COMPTROLLER 0 HON. PAM CHILDERS CE 221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843 S

ENGINEERING ENGINEERING DEPARTMENT P 3363 WEST PARK PLACE PENSACOLA FL 32505 0 ATTN: ROBIN LAMBERT

ORDER	DATE: 08/2	5/14	BUYER: JOSEPH PILLITARY	REQ. N	0.1400194	1 REG. D	DATE: 08/25/1
TERMS	: NET 30	DAYS	F.O.B.:	DESC.	CONTACT J	EREMY	KING AT 59
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRIC	CE.	EXTENSION
01	1.00	LOT	CONTRACT PD 13-14.072 "BLUE SPRING AVENUE EMERGENCY REPAIR" BCC APPRO 08/21/2014		499923.4	300	499,923.4

TEM#	AC	COUNT	AMOUNT	PROJECT CODE	PAGE TOTAL	\$ 499,923.43
	330492	54612	499,923.43	ESCPW17	TOTAL	\$ 499,923.43
					1	
					7	/

Original Purchase Order

TAX ID 85-8013885011C-3 FED ID 59 6000-598

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

VI	081448		FAX:	850-983-6698	_
Ė	HEWES AND C	OMPANY	LLC		
N	390 SELINA	STREET			
OD	PENSACOLA F	L 3250	03		

PURCHASE ORDER NO. 141675-1 CHANGE DATE: 11/07/14

PLEASE EMAIL INVOICES TO:
V escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
C 221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

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ORDER DATE: 08/26/14 BUYER: PAUL NOBLES REQ. NO.: 14001941 REQ. DATE: 08/25/14 DESC .: CHANGE ORDER - 1 TERMS: NET 30 DAYS F.O.B.: DESCRIPTION UNIT PRICE **EXTENSION** QUANTITY This is an additive/deductive change order to the existing contract for the Blue Springs permanent roadway repair. As construction began, it was found that there was additional latent damage to the roadway which necessitated full replacement. In addition to full replacement, ECUA has requested that more utility infrastructure be rehabilitated with this construction. ECUA has agreed to construct all utility improvements with their own contractor. This includes those items already in the contract with Hewes which will be deducted. In order to maintain budget, we have removed itemsthat were determined to not be necessary to meet project needs and to allow for full road replacement. The overall change order is a deduction of \$3410.03. The original contract amount was \$499,923.43. The new total contract amount with deductive change order is \$496,513.40.No additional time is requested. The contracted work includes work within private property. This work includes removal ofthe temporary asphalt millings road, driveway replacement where impacted by constructionactivities, chainlink fence replacement, andlandscaping/irrigation replacement where impacted by flood and construction activities. In addition, changing the object code to 56301. CIP: Blue Springs Permanent Repair AprilFlood 2014 Event. This change order was approved by the BCC on October 16, 2014 .

M#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
	- NO COMPANY OF THE PARK OF TH			TOTAL \$
		1		
				0

APPROVED BY

TAX ID 85-8013888011C-3 FED ID 59-6000-598

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

V 081448 FAX: 850-983-6698
E HEWES AND COMPANY LLC
N 390 SELINA STREET
D PENSACOLA FL 32503
R

PURCHASE ORDER NO. 141675-1 CHANGE DATE: 11/07/14

N PLEASE EMAIL INVOICES TO:
V escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
C 221 PALAFOX PLACE, SUITE 140
E PENSACOLA, FL 32502-5843

S ENGINEERING
ENGINEERING DEPARTMENT
P 3363 WEST PARK PLACE
PENSACOLA FL 32505
O ATTN: ROBIN LAMBERT

murk Bon

ORDER DATE: 08/26/14 BUYER: PAUL NOBLES REQ. NO.: 14001941 REQ. DATE: 08/25/14 DESC .: CHANGE ORDER - 1 TERMS: NET 30 DAYS F.O.B.: DESCRIPTION QUANTITY UNIT PRICE **EXTENSION** ITEM# UOM October 16, 2014), .00 LOT CONTRACT PD 13-14.072 "BLUE SPRINGS 01 3410.0300 -3,410.03 AVENUE EMERGENCY REPAIR" BCC APPROVAL 08/21/2014

ITEM#	AC	COUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	-3,410.03
		7.70VI	- WINE - W	7115555115555	TOTAL \$	-3,410.03
01	330492	54612	-482,397.69	ESCPW17		
01	330492	56301	478,987.66	ESCPW17		

APPROVED BY

Original Purchase Order

CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code:	081448	1	Vendor Name:	Hewes and Compa	ny LLC	
Project Number:	ESCPW17		P.O. Number:	141675	C.O. Number:	1
Department:	PUBLIC WORK	S/ENGINEERING	P.D. Number:	13-14-072	Date:	10/16/14
repair. As constinued full infrastructure be with their own codeducted. In ordinate meet project \$3,410.03. The change order is private property, where impacted replacement who 56301" Improven	ruction bega replacemen rehabilitated intractor. The fer to mainta needs and to original cont \$496,513.40 This work in by construct are impacted nent Other T	n, it was found to In addition to I with this consist includes those in budget, we had allow for full react amount was no additional activities, of by flood and chan Buildings"	that there was add full replacement, I truction. ECUA has items already in have removed item oad replacement. Is \$499,923.43. To the item is requested all of the temporary hainlink fence replacement is construction activities ince this is a perre". CIP: Blue Sp	ditional latent dama ECUA has request as agreed to constitute the contract with the that were determ The overall chang he new total contracted asphalt millings re accement, and lances. In addition, changenentt repair, Pr	age to the roadwated that more utilitruct all utility impropers which will mined to not be not go order is a deduct amount with dwork includes wood, driveway reparaging the object esently this contributed.	ay which by ovements be ecessary to action of leductive rk within lacement ation t code to act is in
BCC Approval O		014				
o Modify Existing Purchas	e Order:		Quantity			
Adding Dollars	to Line Item No	1	Adjustment:		Amount:	\$3,410.03
Deleting Dollars fro			Adjustment:		Amount:	40,110.00
a same escalation	1				1.013-10-1	
fodify Notes:	1.	Ė	10/16/14			
Net Dolla	hase Order ers added or	Total Dollars: r subtracted: otal Dollars:	\$482,397.69 -\$3,410.03 \$478,987.66			
Net Dolla	rs added or	otal Dollars: subtracted: otal Dollars:	\$488;923046 -\$3,410.03 x\$496,613348	\$499,923.43 \$499,923.40		
			counts and Project Numbers:			
Cost Center: 330492	54612	Project Number: ESCPW17	-\$482,397.69	SO.00		
330492	56301	ESCPW17	\$482,397.69	\$482,397.69		
330492	56301	ESCPW17	-\$3,410.03	-\$3,410.03		
Check if applicable ayment Bonds or to	e: The Contract a obtain additiona	Administrator has di I bonds on the basi	irected the Contractor to so fa \$25,000.00 or greate be bonding company / age to tamount. Departs speed by A	o increase the penal sum ster value Change Order ont (attorney-in-fact) that th		
Request Prepared	Ву:	Alle	Thur (E.c.) our-Engineering email-clambergery Date 2014.10.17 06:	escambia.com, p=U5 49:32-05:00*	Date: _	
Contract Administrate	or's Certification	& Approval:			Date: _	
Office of Purchasi	ng Review Ag	en"	DN: cn=Joy D. Bla	y Joş Ω. Blackmon, P.E. ckmon, P.E., α=Escambia County	Date:_	
Department Direct	or:	-00		Works Department, Invescambia.com, c=US 13:15:58-05'00'	_ Date: _	1/217
County Administra	ator's Approva	al:			Date:	10

two, twelve-month extension periods, not to exceed a total of 60 months.

[Funding: Fund 143, Fire Protection, Cost Center 330206, Object Code 55201, and Fund 408, Emergency Medical Services, Cost Center 330302, Object Code 55201, as required for the annual Budgeted amount of \$140,000]

15. Recommendation Concerning a Change Order to Hewes and Company, LLC, Regarding "Blue Springs Avenue Emergency Repair" - 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 Hewes and Company, LLC, on Contract PD 13-14.072, "Blue Springs Avenue Emergency Repair Project":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Deductive
Amount:	(\$3,410.03)
Vendor:	Hewes and Company, LLC
Project Name:	"Blue Springs Avenue Emergency Repair
Contract:	PD 13-14.072
PO#:	141675
CO#:	1
Original Award Amount:	\$499,923.43
Cumulative Amount of Change Orders Through this CO:	(\$3,410.03)
New Contract Total:	\$496,513.40

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612/56301, Project ESCPW17]



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-6987

County Administrator's Report Budget & Finance Consent

BCC Regular Meeting

Meeting Date: 10/16/2014

Issue:

Change Order to Hewes and Company, Inc. on Contract PD 13-14.072 "Blue

Springs Avenue Emergency Repair"

From:

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

Organization:

Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Hewes and Company, LLC on Contract PD 13-14.072 "Blue Springs Avenue Emergency Repair" - 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 Hewes and Compnay, LLC on Contract PD 13-14.072 "Blue Springs Avenue Emergency Repair Project":

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Division:	Engineering/Infrastructure Division			
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BACKGROUND:

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BUDGETARY IMPACT:

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LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Change Order

Map

Purchase Order Hewes Contract Ag	reement		
(

Escambla County Public Works Department Engineering Division 3363 W. Park Place Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Emergency Repair Blue Springs Ave. ENGFLOOD 0414-01 Project ID: Blue Springs Ave. from Fairview to Clearwater Location: Project Manager: Jeremy King Date: 10/6/2014 This section to be completed by Project Managers: **DESCRIPTION OF REQUEST** This is an additive/deductive change order to the existing contract for the Blue Springs permanent roadway repair. As construction began, it was found that there was additional latent damage to the readway which necessitated full replacement. In addition to full replacement, ECUA has requested that more utility infrastructure be rehabilitated with this construction. ECUA has agreed to construct all utility improvements with their own contractor. This includes those items already in the contract with Hewes which will be deducted. In order to maintain budget, we have removed items that were determined to not be necessary to the meet project needs and to allow for full road replacement. The overall change order is a deduction of \$3,410.03. The original contract amount was \$499,923.43. The new total contract amount with deductive change order is \$495,513.40. No additional time is requested. This contracted work includes work within private property. This work includes removal of the temporary asphalt millings road, driveway replacement where impacted by construction activities, chainlink fence replacement, and landscaping/sod/imgation replacement where impacted by flood and construction activities. Attached backup documentation page (s). RFF/NTP Start Date calendar days. Time shall be increased/decreased by Completion date Obligated Required Balance of CIP Project **Funds for Original Construction Contract** Funds for Construction CO# Contract PD Contractor Funds for Original Task Order Funds for Addendum # Task Order PD Consultant Funds for Original Work Order Funds for Change Order # (3,410.03)Contractor Hewes & Company, LLC Contract PD 13-14.072 Funds for Contingency Consultant Funds for Permit Fees Agency Funds for Land Purchases Owner Funds for Title Work Contract PD Contractor Funds for 3,410.03 New Balance of CIP Project This section to be completed by Administration to accomplish fund transfer: Project Name Amount Fund Project # From Fund Project # Project Name Amount To: Transfer Transferred by Transfer Date County Engineer Signature Posted to Expedi

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CO1-15	Remove Curb Inlet (including top and bottom)	3	EA	\$557.00	\$1,671.00
CO1-16	24" RCP Pipe	-40	LF	\$101.40	-\$4,056.00
CO1-17	Pipe Removal, 6"-30"	-241	LF	\$13.37	-\$3,222.17
CO1-18	8" Sewer Line Gravity Fed	-390	LF	\$30.09	-\$11,735.10
CO1-19	Adjust Water Meter	-7	EΑ	\$445.71	-\$3,119.97
CO1-20	Install New Water Meter	-8	EA	\$835.75	-\$6,686.00
CO1-21	Centipede Sod, Staked	44	SY	\$2.79	\$122.76
CO1-22	St Augustine Sod, Staked	-1662	SY	\$5.85	-\$9,722.70
CO1-23	6' Chain Link Fence	-31	LF	\$14.44	-\$447.64
CO1-24	Remove Large Tree	-4	EA	\$668.75	-\$2,675.00
CO1-25	Large Tree (200 Gal containter)	-3	EA	\$1,393.00	-\$4,179.00
CO1-26	Clean Out Existing Storm Drain Pipe	-0.86	LS	\$20,784.00	-\$17,874.24
CO1-27	Irrigation Repair and Replacement	-1	LS	\$3,400.00	-\$3,400.00
Change Order Total					-\$3,410.0



Atkins North America, Inc. 2114 Airport Boulevard, Suite 1450 Pensacola, Florida 32504

Telephone: +1.850.478.9844 Fax: +1.850.478.0620

www.atkinsglobal.com/northamerica

September 29, 2014

Mr. Jeremy King Escambia County Senior Project Coordinator 3363 West Park Place Pensacola, Florida 32505 Telephone (850) 595-3419

Re: Recommendation Letter

Project: Blue Springs Avenue Emergency Repair Project

Dear Mr. King,

Atkins recommends that the remaining pavement along Blue Springs Avenue be removed and replaced with new asphalt per the contracted unit cost. Atkins determined that after the Project was awarded and the Contractor had begun work that there were additional areas of damaged pavement. The damaged pavement areas are scattered throughout the existing pavement and were not identified during the emergency survey because of sediment and debris. Our staff determined that it will be necessary to remove and replaced the remaining pavement. The construction plans originally proposed milling and resurfacing of this area, however the latest damage will not make this a viable repair. The Contractor will have to saw cut asphalt, remove the damaged areas, and rebuild the road per County Standards. Upon full replacement, the road will be able to better withstand future storm events.

If additional information is needed, please contact myself at 850-478-9844.

Sincerely.

Project Engineer

Jeremy R. King

From: Sent: James E. Duncan

Tuesday, September 30, 2014 3:53 PM

To: Subject: Jeremy R. King Blue Springs Avenue

Attachments:

Blue Springs Drive Overall Condition Index.pdf

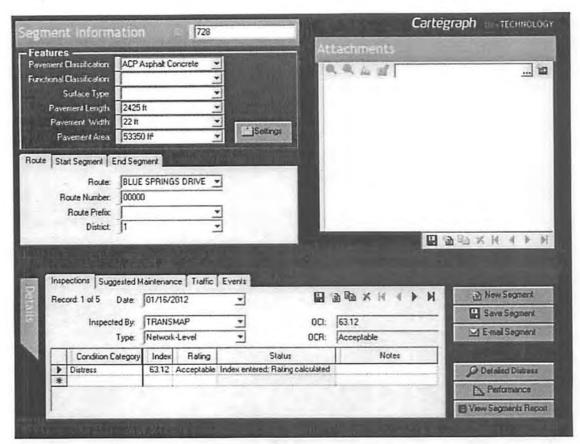
Jeremy,

Based on our site visit of Blue Springs Drive on 9-10-14, the base and asphalt of Blue Springs Drive from the intersection at Farview Drive to approximately 80' North of the intersection at Clearwater Avenue has been compromised in the April 2014 Flood Event. Due to this it is my recommendation that this segment of roadway be reconstructed with 8" Stabilized Subgrade, 6" Graded Aggregate Base and 1.5" of SP12.5 Asphalt. Prior to the storm Blue Springs Drive had an Overall Condition Index (OCI) of 63.12 (see attached Blue Springs Overall Condition Index (OCI)). This rating indicated that the roadway was in acceptable condition (see attached Overall Condition Index (OCI) Weight's). If you have any questions or if anything else is needed please let me know.

Thanks,

James Duncan
Construction Manager
Escambia County
Public Works Department
Engineering Division
3363 West Park Place
Pensacola, FL 32505
(850) 595-3543

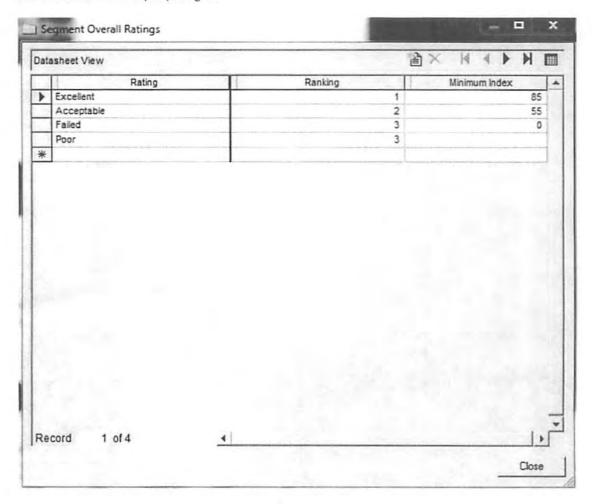
Blue Springs Drive Overall Condition Index (OCI)

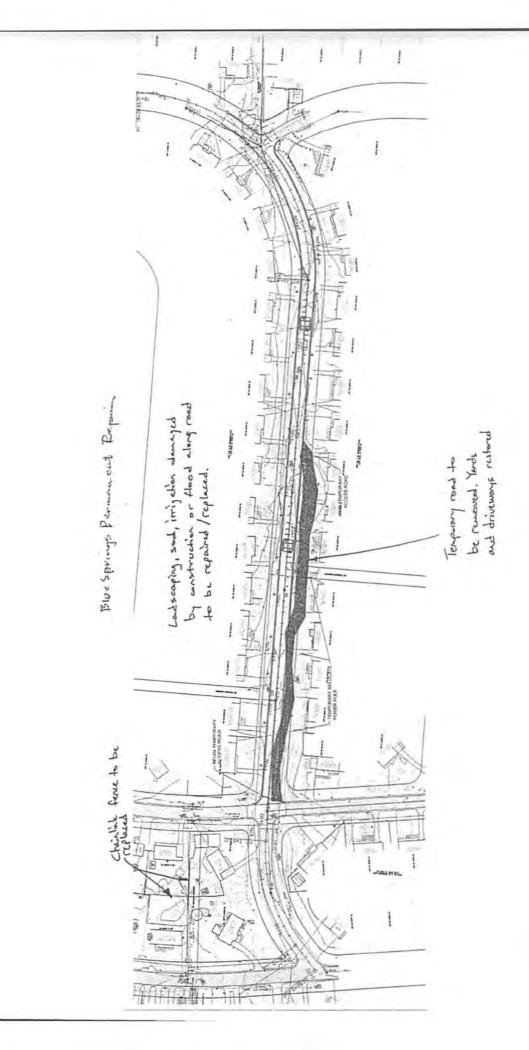


Blue Springs Drive prior to storm



Overall Condition Index (OCI) Weights





BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

081448			850-983-6698
HEWES AND	COMPANY	LLC	
390 SELINA	STREET		
PENSACOLA	FL 325	03	

PURCHASE ORDER NO. 141675

PLEASE EMAIL INVOICES TO: escambia.invoices@escambiaclerk.com CLERK OF THE COURT & COMPTROLLER 0 HON. PAM CHILDERS CE 221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843 S

ENGINEERING ENGINEERING DEPARTMENT P 3363 WEST PARK PLACE PENSACOLA FL 32505 0 ATTN: ROBIN LAMBERT

ORDER	DATE: 08/2	5/14	BUYER: JOSEPH PILLITARY	REQ. N	0.14001941	REG. D	DATE: 08/2	5/14
TERMS	: NET 30	DAYS	F.O.B.:	DESC.	CONTACT J	EREMY	KING AT	59
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRIC	E	EXTENSION	NC
01	1.00	LOT	CONTRACT PD 13-14.072 "BLUE SPRING AVENUE EMERGENCY REPAIR" BCC APPRO 08/21/2014		499923.43	300	499,92	3.43

TEM#	AC	COUNT	AMOUNT	PROJECT CODE	PAGE TOTAL	\$	499,923.43
	330492	54612	499,923.43	ESCPW17	TOTAL	5	499,923.43
					1		
					7 - 1		/

Original Purchase Order

TAX ID 85-8013885011C-3 FED ID 59 6000-598



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8849 County Administrator's Report 10. 1. BCC Regular Meeting Discussion

Meeting Date: 09/03/2015

Issue: Reappointment/Appointment to Escambia-Pensacola Human Relations

Commission

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia-Pensacola Human Relations Commission - Jack R. Brown, County Administrator

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

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Ebbin Spellman, for a two-year term, effective retroactively August 17, 2015, through August 16, 2017;

OR

B. Appoint one of the following applicants for a two-year term, effective September 3, 2015, through September 2, 2017;

- 1. Brandon J. Hollins;
- 2. Kathleen Nolde-Martin;
- 3. Megan N. Walters; or
- 4. Ava Abney.

BACKGROUND:

Mr. Ebbin Spellman has expressed the desire to continue to serve on the Escambia-Pensacola Human Relations Commission (HRC). Mr. Brandon J. Hollins, Ms. Kathleen Nolde-Martin, Ms. Megan N. Walters, and Ms. Ava Abney have expressed their desire to be considered for appointment to the HRC. Resumes of the candidates are provided for review.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section 2, Governing Board, of the Interlocal Agreement between the City of Pensacola and Escambia County creating the Escambia-Pensacola Human Relations Commission, Board approval is required for all its appointments / reappointments to the Escambia-Pensacola Human Relations Commission.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ebbin Spellman
Brandon J. Hollins
Kathleen Nolde-Martin
Megan N. Walters
Ava Abney
Ballot

ebbin spellman

PO Box 141495 • Gamesyille, FL 32614 Phone (850) 232-0498 • e-mail ebbin@att.net

OBJECTIVE

An accomplished manager and leader with over 15 years of experience as an Emergency Management Coordinator, Crisis Management Specialist and Environmental, Health & Safety Advisor with the ability to analyze operations to improve organizational resourcefulness and target areas in need of redesign and implement progressive plans that benefit the community.

AREAS OF STRENGTHS & EXPERIENCE

EMAP Assessment
Quality Control & Compliance Program Implementation

National Incident Management System Execution
Health and Safety

Threat and Risk Assessment Coordination

Weapons of Mass Destruction Trainer
Emergency Response Systems Coordination
Emergency Management Operations
Emergency Preparedness
Incident Command System

Critical Infrastructure Asset

EDUCATION & PROFESSIONAL DEVELOPMENT

Bachelor of Arts Degree, Southern University, *Baton Rouge, LA*Major: Political Science

Certified Public Manager Leadership Institute, Florida State University, *Tallahassee*, *FL* Certification: Certified Public Manager for State and Local Government

Certified Emergency Manager, *CEM*International Association of Emergency Managers

Developing a State/Regional (CBRNE) Task Force

Emergency Operations Center (EOC) Management and Operations (G-275)

Homeland Security Planning for Local Communities (G-408)

Critical Infrastructure Asset Protection

Professional Development Series (PDS)

Advance Professional Series (APS)

Incident Command System (ICS) Curricula Train-the Trainer (L-449)

GPS/GIS and USNG Multilevel Technician

Principles of Emergency Management

Community Emergency Response Team Trainer

Department of Homeland Security and EMS Concepts for Weapons of Mass Destruction

Florida Emergency Management System Operations & Planning

Texas A & M University Strategy & Tactics Incident Command

Emergency Medical Technician

Hazmat Technician

National Firefighter Association Incident Safety Officer

Wild Land Fire Behavior

Mass Casualty

SOFTWARE

WEB EOC, HURRVAC, CAMEO, MARPLOT ALOHA Code Red, EMnet, EMwin ARC GIS – Advance and Basic

COMMUNITY INVOLVEMENT

Commissioner of Escambia-Pensacola County Human Relations Commission

Promote fair treatment and equal opportunity for all Escambia County citizens regardless of race or color, sex (gender), religion, age, national origin or disability. Assist emergency response agencies by disseminating information to the public during the time of natural or man-made disasters and provide assistance to individual, state, local and other agencies, both public and private, including agencies of the federal government during disasters.

Escambia County Expressway Authority Commission

Member of the Commission that reviewed various engineering phases of project development and environmental studies, public information and public involvement meetings, determination of roadway alignments, interchange modification report and Traffic and Revenue Report.

EMPLOYMENT CHRONICLE

2007-Present Emergency Management Operations Manager and Coordinator ~ Alachua County Gainesville, Florida

REP Planning - Lead for Nuclear and Radiological Preparedness for Alachua County which includes Progress Energy, Crystal River Nuclear Power Plant as well as various other programs which would present a radioactive threat to the citizens of Alachua County. Hazardous Analysis - Perform the bi-annual Hazardous Materials Hazardous Analysis of EPCRA SARA Title III Section 302 chemical sites located throughout the County in accordance with the Inter-local Agreement. Identify and analyze the effects of potential hazards present in the community in order to develop effective emergency/disaster preparedness plans. Review emergency plans from outside agencies, businesses and other governmental jurisdictions, providing recommended revisions and additions to those plans. ESF Branch Director – Responsible for direct, lead and coordinate the activities of County staff assigned as Core Emergency Support Function personnel in the Emergency Operations Center which includes determining work procedures and schedules; issuing instructions and assigning duties; reviewing work; and conducting departmental training and orientation. Confer with staff and citizen groups to explain program and individual responsibilities for functions and phases of the emergency management program. Modify and/or change program methodology as required to redirect activities and to attain program objectives. Exercise and Training Coordinator- Oversee multi-agency coordination and volunteer programs to include Community Emergency Response Team (CERT) program and Fire Corp.

1994-2007 Industrial Firefighter Lieutenant, Hazmat Technician, EMT, Confined Space Rescue Technician ~ Solutia

Pensacola, Florida

Hazardous Analysis – Identified potential hazards in order to develop effective emergency/disaster preparedness plans. Reviewed all emergency contingency plans and proposed revisions and additions as needed. Mitigated control of hazardous industrial waste materials through analysis and removal of materials and prepared EPA required documents. Counter-Terrorism -Trained in gathering information and immediately disseminating critical counter-terrorist intelligence information to federal, state and local authorities/agencies. Coordinated and directed law enforcement and initial emergency respondents with respect to counter-terrorism and domestic security during emergencies.

Emergency Planning -Trained to streamline and consolidate coordination procedures between federal, state and local resources to reduce fragmented/duplicated counter-terrorism efforts and information and provided domestic security training for police officers, public safety employees and emergency medical technicians on standard safety operating procedures, emergency management crisis, trouble shooting techniques and environmental policies.

Industrial Firefighter- Applied firefighting techniques and rescue plans for chemical plants and Escambia County to contain hazardous materials. Trained in mass casualty to administer first aid and life saving measures for victims of minor and major disasters. Received Firefighter of the Year Award.

Safety and Health Inspections - Directed and organized over 300 safety and health inspections consisting of a comprehensive cross-section of operations that would be conducted at a facilities such as major military bases, which included but not limited to; rail & port operations, trenching and roofing projects, confined space operations, motor pools, childcare facilities, military housing, office environments, power plant operations, carpentry/maintenance shops, firing ranges, painting, welding & fueling operations, electrical installations & repair, pipeline installation and repairs, asbestos removal projects, demolitions and major facility renovation projects. Directed and organized over 500 hours of safety and health training classes for over 250 personnel. Training included but was not limited to field/tactical safety, risk management, motor pool safety, accident investigation and reporting, The Army Safety Program, hazard communication, lockout/tagout, confined space entry and hearing conservation.

2006-2007 Emergency Medical Specialist ~ Escambia County *Pensacola, Florida*

Recorded patient care data and information obtaining demographic data from patients, information regarding medical conditions and/or illnesses, current prescription use; documents patient reactions to treatment; and/or other related information .

2006 HAZMAT Instructor and Neo-natal EMT ~ Sacred Heart Health System *Pensacola, Florida*

Conducted classroom training and directed hospital staff in emergency response procedures for hazardous materials, area decontamination, patient decontamination, incident command systems, recognition of health signs and symptoms and risk communications.

AFFILIATIONS & LEADERSHIP

State of Florida Radiological Task Force
State of Florida Regional Domestic Security Task Force Infrastructure Sub-committee
Board Member of Escambia County Home Inspector Licensing
Board Member of Escambia County Expressway Authority Commission
Contributing Editor of Book Entitled "Industrial Fire Fighting for Municipal Firefighters"
Instructor for Incident Command System (ICS) Classes
Instructor for Community Emergency Response Team (CERT) and Emergency Preparedness
Member of Alachua County Emergency Response Team (CERT)
Member of the State of Florida Emergency Response Team (SERT)
Commissioner of Pensacola-Escambia County Human Relations Commission
Firefighter of the Year 2007

Brandon J. Hollins

7680 West Highway 98 *Pensacola, FL 32506*(915) 740-5839* Brandon.hollins@outlook.com

Experienced Special Disabled Veteran seeking volunteer position with Escamibia County Board of Commissioner's as a Human Relations Board member in Pensacola, FL

Objective: I am an Army Veteran with ten years of experience in human relations and resource management. I am currently seeking a position as a volunteer to serve on as a board member of the ESC human relations committee. This will serve as a platform to reach my goal of becoming more acquainted with the local government and keeping abreast of local resources. I value the importance of interpersonal skills, accurate organizational presentation, team work, and clear communication. I'm a self-motivated individual who adapts quickly and eagerly to change. My determination allows me to meet outlined deadlines appropriately. I am confident that my skills and fresh perspective will support and reinforce Escambia County goals and vision. If provided the opportunity to be part of the human relations board, I will be a volunteer who is always open to improvement while providing mentorship to others along the way.

Key Skills:

- Equal Opportunity Advocate
- Data Management and Control
- Microsoft Office Suite proficient
- Team Leader
- Active Listener

- Tactful and Perceptive
- Attention to detail
- Database Integrity and Control
- Effective written and oral communication
- Networking capabilities

Experience:

Brand 1 Homes LLC

Owner

Aug 2014 to present

- Obtain transactional funding that provides Brand 1 Homes LLC the ability to successfully purchase investment properties, generate a market and grow professionally.
- Rebuilding the neighborhoods of Pensacola, Florida, Flint, Michigan and Granite City, Illinois while creating
 jobs and building small businesses in each area.
- Create such a remarkable experience for customers through high quality homes and amenities, top-notch customer service and fair pricing that it stimulates referrals, word-of-mouth recommendations and a near 100% satisfaction level.

Senior Warehouse Operations Manager

Mar 2013 to May 2014

Fort Bliss, TX

- Reorganized facility with a value of \$30 million in storage items by orchestrating the implementation of state of the art equipment which resulted in zero losses.
- Ensured department training was well planned and executed which allowed new employees to adjust to the working environment.
- Oversaw the maintenance of records, files and databases of personnel actions, evaluations, licensure, and tenure; working with the Department of Defense for effective climate control.

 Dec. 2012 to Mar 2013

Warehouse Management Supervisor (Executive Officer)

Fort Bliss, TX

- Developed employee that won the Logistician of the Month out of approximately 660 people.
- Directly improved file transfer protocol for a company of 1200 personnel.



Brandon J. Hollins

7680 West Highway 98 *Pensacola, FL 32506*(915) 740-5839* Brandon.hollins@outlook.com

- Developed logistical plans, risk management plans, policies and procedures geared to supporting local areas of supply, transportation, maintenance, and services.
- Coordinated and trained 26 personnel on proper use of procedural directives and data processing.
- Improved file transfer protocol by creating district wide networking system, which resulted in the
 expedited delivery of merchandise.

Warehouse Management Executive/ Fleet Manager

May 2011-May 2012

Kandahar Airforce Base, Afghanistan

- Supervised the maintenance program for 141 vehicles resulting in the uninterrupted logistical support for seven bases.
- Enabled the Warehouse to expedite the processing of more the 1.8 million orders by installing five network bridges to the central processing server.
- Trained six employees to properly manage and maintain state-of-the-art computer systems.
- Led the data in-processing of over 60,000 requisitions and 70,000 transactions resulting in the proper distribution of over 2.1 million items.
- Developed and managed Material Handling Equipment program resulting in over 2,500 hours with zero safety incidents or accidents.

Department Manager

May 2006- May 2011

South Korea/ Fort Wainwright, AK

- Provided technical guidance to approximately 70 lower grade personnel.
- Ensured proper inventory and location surveys were performed in accordance with established procedures.
- Taught 22 instructors charged with properly training over 9,000 Service members on Combat Vehicle Roll-Over Safety Drills.
- Developed and implemented standard operating procedure that decreased monetary loss and improved efficiency.
- Provided technical advice and assistance to 90 supported companies for the proper processing and disposition of retrograde items.

Education:

Bachelors of Supply Chain Logistics	Iniversity Of West Florida (Current Full- time Student)	2017
Small Business Management Course E		2013
IT Network Manager Course US Army,	Fort Bliss, TX	2012

(References available upon request)

To Escambia County/City of Pensacola Human Relations Commission,

My name is Kathleen Nolde-Martin and I am interested in serving on this board. I have only lived in Pensacola and Escambia County for 9 years, but in that time everything I love is here. My family, my husband, my son, so I want to help make it better. I know that each case will not be a success story and there will be times we can't help, but if I can be part of the solution I will be proud to serve on this commission. To be honest I only heard of this commission about a week ago, but in reading what little I have been able to find about it I would like to serve. I am honest, ethical and am not a native, so I am not entrenched in one camp or another. Everyone and everything is new to me. I hope you will consider me, my varied background would be an asset.

Thank you

Kathleen Nolde-Martin

1609 E. Hernandez St.

Pensacola, FL 32503



Kathleen Holde-Martin, MA, LMHC Cell Phone 1-850-380-5816 Email knoldemartin@gmail.com

1996-2000 1985-1990	EDUCATION MA, Counseling, Southwest Texas State University BA, Latin American Studies, minors in English and Spanish. University of Texas at Austin
2015-Present	Online Psychotherapist, Betterhelp.com Provide online psychotherapy to clients residing in Florida
2010 -Present	Stay at Home Parent, Martin Family
2007-2010	 Behavioral Therapist, Baptist Hospital Behavioral Medicine – Pensacola, FL Provide Psychotherapy for patients admitted to Psychiatric Acute Care Assess patients, prepare Treatment Plans, gather collateral information Conduct family sessions, patient education, assist in follow-on services Assist MD in Baker Act decision and ongoing assessment of patients
2002-2006	 Assistant Area Manager/Bilingual Counselor, Senior Connections of Austin, TX Perform primary assessment of new clients in both Spanish and English Manage assigned cases with individual and/or group therapy Maintain and enhance communication between team and nursing home Help teams attain productivity goals while forestalling potential difficulties
2001-2002	 Bilingual Counselor, Family Violence Diversion Network, Lifeworks, Austin, TX Lead groups in Spanish for men accused of family violence Perform assessment intakes with all Spanish-speaking clients Maintain case notes and refer to community resources as required Translate English program to Spanish and organize resources
1999-2001	 In-home Family Counselor, Camelot Care Centers Inc, Austin, TX Provide family therapy up to 6 hours per week per family Be available to families for crisis intervention 24 hours a day Perform assessments and refer to community resources as required Maintain case notes and advocate for clients in court and with case workers
1999-2000	 Counselor-Intern, YWCA Women's Counseling and Referral Center, Austin, TX Provided individual psychotherapy to women for up to 10 sessions Referred clients to community resources as needed Maintained case notes and grant documentation
1998-1999	 Therapeutic Childcare Worker, Helping Hand Home for Children, Austin, TX Cared for the needs of neglected and abused children and adolescents Implemented this program's behavior change model Assisted in the development of treatment plans and individual case management
1995-1997	 Office Manager, Home Health Aide, Lone Star Hospice, Austin, TX Managed all aspects of daily office activity to facilitate the care of our patients Cared for the physical and emotional needs of patients Educated families on care of patient and grief process

1990-1994 Military Political Analyst, Defense Intelligence Agency, Washington D.C.

- Monitored current events in Latin America
- Reported crisis events to US policy makers
- Conducted briefings for General officers and other interested parties

LICENSES

- Florida Licensed Mental Health Counselor #MH 9464
- Texas Licensed Professional Counselor-Supervisor #17680, inactive

REFERENCES

Provided by Request

Adria Radford, MSW, Social Worker, telephone 850-637-4922

David Borowski, LCSW, Project Manager, Work phone 512-731-6611

Amber Pone, LMSW, Hospice Social Worker, Work phone 512-363-6365

Megan N. Walters 3520 Perdido Lake Road Cantonment, Florida 32533 (850) 777-0143 familyofwalters@gmail.com

Objective

To obtain a position that would utilize my experience and education, strengthen the energetic spirit within me, and spurn me on to new accomplishments

Education

August 2015- Col

Columbia Southern University, Orange Beach, Alabama

Emphasis of Study: Bachelors of Science: Organizational Leadership

May 2010-Feb 2011 Columbia Southern University, Orange Beach, Alabama

Emphasis of Study: Associates of Arts: Business

Jan 2006-May 2006 Pensacola Junior College, Pensacola, Florida Emphasis of Study: Emergency Medical Technician

Experience

July 2011-December 2013 Retail Merchandising Services, Pensacola, Florida

Merchandiser

Work for RMS servicing one Target store weekly or as needed. Stock product, set product to planogram, keep the product area clean and organized and pull damaged product off the sales floor. Also, complete other projects in all areas of the store. Project work varies but typically includes putting stickers on products, auditing planograms, finding defective items, and removing damaged products. Work with little to no supervision; communicate with office via phone, internet, and email.

April 2012-

Promoted to District Coordinator

December 2013

Oversee 28 merchandising Representatives in 35 stores in five states, Ensure assigned reps in the area are merchandising to company standards by traveling, meeting, and talking to service representatives and store team members, Work with service representatives and store team members to resolve any issues, Be the primary trainer for new hires and service representatives, Follow up by phone with stores and service representatives on a weekly/monthly basis, Problem solve store issues as needed, Weekly status calls with Regional Manager.



December 2004-May 2008 Baptist LifeFlight, Pensacola, Florida Aeromedical Communications Specialist

Executed emergency requests for helicopter patient transfer, dispatched the mission and flight followed for three helicopters, ensured that Communications Center policies and procedures were carried out during respective shift and that shift report was given to oncoming dispatcher in order to ensure continuity of communications, worked under general supervision, typically working solo for 12 hour shift, subjected to over 40 hours per week and callback as required, and required to remain on campus immediately before, during and after severe weather and/or disasters.

April 2006-May 2008 Pensacola Fire Department, Pensacola, Florida Emergency Fire Dispatcher

Received emergency telephone calls and directed emergency personnel as needed, questioned and solicited callers to determine priority of emergency call, received and routed non-emergency telephone calls, entered information into Computer Aided Dispatch program, operated TDD system, contacted field units by two way radio and relayed information of incidents, notified other agencies as deemed necessary, monitored emergency warning systems, and maintained radio logs.

Personal

Married female, four children, and good health.

Active volunteer with Guardian Ad Litem Program, Young Marines (Parent Volunteer), Boy Scout Troop #3 (Parent Volunteer), Molino Park Elementary (Parent Volunteer)

Served as Cubscout Committee Secretary (2011-2013), Cubscout Popcorn Fundraising Chair (2011-2013), Cubscout Blue and Gold Banquet Committee Chair (2011-2013), Cubscout Yard Sale Committee Chair (2011-2013), Cubscout Events and Activity Coordinator (2011-2013), Cubscout Equipment Coordinator (2011-2013) for Cubscout Pack Of 50+ scouts and active parents. Serve on School Advisory Council at Molino Park Elementary (since 2011, elected position by peers, 2011-2012 SAC secretary). Former Blocker with Pensacola Roller Gurlz Roller Derby League. Served as PTA Vice President of Fundraising 2008. Worked as temporary employee on 2010 Census. Volunteer Firefighter 1998-2001.

Megan N. Walters 3520 Perdido Lake Road Cantonment, Florida 32533 (850) 777-0143 familyofwalters@gmail.com

August 18, 2015

To Whom It May Concern:

I am submitting my resume' so that I may be considered for an appointment to the Escambia-Pensacola Human Relations Commission.

I am a lifelong resident of Pensacola and have a true love for our city. I desire to see our city flourish and grow in all capacities and I strive to continuously serve and help our community to help make it a better place for all.

I worked in Public Safety in Escambia County for 10 years serving with various agencies as a firefighter and as a 911 operator/dispatcher for police, fire, and ambulance. I have volunteered with multiple organizations in our local area in various capacities. I feel I have the understanding and knowledge of the people of our community that would be an asset to the Escambia-Pensacola Human Relations Commission.

I am a self-driven, ambitious citizen wanting to do my part to help our community. I have many skills and attributes that would make me an opportune candidate for the appointment I am seeking.

Thank you in advance for your time and consideration of my resume.

Megan N. Walters

AVA ABNEY, RN, BSN, MSM COMMANDER, NURSE CORPS, UNITED STATES NAVY (Retired)

2521 Bowling Green Way
Cantonment, FL 32533
Home: (850) 478 - 1689 Cellular: (850) 291 - 5416
avaabney@yahoo.com

August 14, 2015:

Dear Ms. Witterstaeter:

I am most delighted to present myself as a candidate to be considered for an appointment to the Escambia-Pensacola Human Relations Commission (EPHRC) and invite your thorough review of both my cover letter and current resume'. As a seasoned professional, Leader, Executive, Professional Registered Nurse, Retired Naval Officer, Educator, Consultant, and third generation Veteran, I welcome the obligation and responsibilities inherent in the promotion of fair treatment and equal opportunity to all citizens of the local community. Upon review of the EPHRC website, I am confident my personal and professional experiences to date are such that I am well - suited to meet, if not exceed, the expectations as a Commission member. I understand the time commitment this two-year appointment requires and welcome the opportunity to serve citizens of Escambia/Pensacola and facilitate learning and understanding of housing and employment rights.

My diverse work history, professional skill set, and competency for service and operational excellence, innovation, and transformation, have well-equipped me to be successful in achieving the goals of a myriad of for profit, not-for-profit, and diverse industry sectors. Moreover, the following career experiences will surely benefit the EPHRC and Escambia/Pensacola community. Specifically:

- Proven ability to assimilate and understand a mass of information from a variety of sources.
- A mature and seasoned leader, project manager, synthesizer and communicator.
- An integrative thinker with a thorough knowledge of risk management, regulatory, and all aspects of a variety of industries in short, the value chain of the entire organization.
- Experience in building strong partnerships with internal and external stakeholders.
- A skilled facilitator of group action and ability to communicate to a wide variety of audiences in clear, understandable language.
- Sound critical thinking skills, specifically: strategic planning, strategic thinking, effective analysis of data, and the ability to disaggregate business plans into component risks.
- A trusted and loyal senior leader with keen business acumen and problem solving skills.
- Strong process orientation and understanding of core management activities, and core competency to identify, monitor, and report on key business risks.
- Consistently cool under fire, and ability to provide concise, direct communication while under pressure, and active knowledge-sharing styles when managing through a crisis.
- Leader and people builder, known for setting the tone from the top.

My strengths lie in planning and execution; visionary leadership; organizational transformation and training; provision of exceptional customer service; cultural and diversity competence; data analysis; program evaluation; integration of clinical, operational and service initiatives; research; customer/stakeholder loyalty; performance improvement; strategic planning; and leader/workforce development. My best skill is expertise in performance excellence; specifically, redesign of processes and systems resulting in ever-improving value to all stakeholders, improved health care quality, and improvement in organizational effectiveness and capabilities.

MOG 1 9 2013

Retiring from the U. S. Navy May 2005 at the rank of Commander, I have held a variety of staff, middle management and executive level positions over my 28+ year career. Having developed a reputation for indepth knowledge and outstanding clinical and administrative abilities, I have extracted intelligence from data and been recognized as the catalyst behind numerous innovative and cost - saving ideas and for spearheading a number of multi - disciplined process improvement initiatives that improved customer access and timeliness of care, cost deferments, staff proficiency, enhanced patient and community relationships and benchmarks in customer service for Navy Medicine and the Department of Defense, private sector health and non-health care organizations, the Veterans Health Administration, and United HealthCare. A Malcolm Baldrige National Quality Award Examiner 2003 - 2011 (promoted to Alumni 2010), a state of Florida Quality Award Lead Examiner since 2004 - 2009, and past leader of a national healthcare best practices sharing project, I was appointed as a board member of the Florida Center for Nursing, February 2009 – February 2011, by Florida Governor Charlie Crist. During my tenure as an examiner for both Baldrige and Sterling, I was frequently designated the subject matter expert for chapter three (customer focus).

Currently serving as the Director, Quality Management, Florida Community & State, United HealthCare, I have the responsibility to ensure plan readiness and regulatory compliance as well as exceptional outcomes in clinical performance. During my past professional history, I served as the quality leader before retiring from the Navy and the Department of Veterans Affairs. I have developed a reputation for connecting the dots of quality; specifically, how engaged staff result in engaged customers. Simply put, my goal, and legacy, throughout tenure in my current role, and since becoming a Registered Nurse and Health Care professional, has been to continually improve the customer experience, from beginning to end/entry to exit, a top priority. A past and present member of a number of community boards and affiliations, I have partnered and collaborated with a variety of community not-for-profits, universities, and varied industries to share my expertise in service and organizational excellence, organizational cultural transformation and competency.

A mentor of mine once said, "The best will do." This statement has become my personal and professional mantra and the motivation for my continual development as a Registered Nurse, leader, consultant, researcher, and executive. I have just completed the last of required course work and will begin my dissertation this fall (Doctor of Philosophy in Organizational Leadership, degree to be conferred 2016). I welcome and look forward to speaking with you very soon to discuss how my professional skill set and professional experiences can contribute to the mission and vision of the Escambia-Pensacola Human Relations Commission and the community it serves. Thank you in advance for your attention and consideration.

DA

Sincerely,

Ava Abney

2521 Bowling Green Way Cantonment, FL 32533

Home: (850) 478-1689 avaabney@yahoo.com

AVA ABNEY, RN, BSN, MSM COMMANDER, NURSE CORPS, UNITED STATES NAVY (Retired)

2521 Bowling Green Way
Cantonment, FL 32533
Home: (850) 478-1689 Cellular: (850) 291-5416
avaabney@yahoo.com

PROFESSIONAL SUMMARY:

Stellar performer! Catalyst for change! Quintessential advocate for all Stakeholders! Top leader among leaders with more than 18 years of senior leadership experience! Passionate devotion to improving the consumer experience through driving change through operational and service excellence, and workforce and organizational development! Professionally diverse Master's prepared Registered Nurse with broadbased and deep experience in a variety of business sectors as an Executive, Consultant, Educator, Leader Coach, and Researcher. Proven track record for identifying inefficiencies, extracting intelligence from data, adding significant value through strategic involvement, and leading performance improvement in workforce and customer engagement and loyalty, quality, and financial results. Seasoned presenter and communicator at all levels; from front-line staff to governance. Known for creating and maintaining a healthy dissatisfaction with the status quo and consistently driving change and cultural transformation across the organization resulting in best-in-class customer; operational; fiscal; leadership and staff development; and education and research outcomes. Achieves distinct success in any endeavor! Desires Online Instructor opportunity, Corban University. Escambia-Pensacola Human Relations Commission (EPHRC)

STRENGTHS:

- Strong Operational and Administrative Background
- Qualitative and quantitative methodology experience.
- Organizational Transformation
- Able to Identify and Align Operations to Drive Enhanced Performance in Revenue, Program Design, Change Management and Operational Accountability
- Strategic and Operational Planning to achieve Performance Improvement in Clinical and Non-Clinical Systems
- Focused in Service Excellence, Organizational Leadership, and Workforce Development
- Multi-Cultural and Multi-Generational Experience, Competency, and Comfort
- Strong Project Planning, Execution Skills, and Process Improvement Skills/Experience using multiple Management Tools and Competencies
- Malcolm Baldrige Examiner (2003 2011; promoted to Alumni 2010)
- Governor's Sterling Award Lead Examiner (State of Florida Quality Award 2004 2009)
- Leadership VA graduate, 2010.
- Leadership Pensacola, 2006.
- Security Clearance: SECRET, Expires: 8/13/2015

PROFESSIONAL EXPERIENCE:

04/13 - Present: Senior Director, Clinical Quality, United Health Care, Florida Community & State

Supervisor: Mrs. Samantha Marcario, Regional Quality Director 813-949-4586

Current Salary: 130K Annually

 Achieved highest employee satisfaction ratings for East Region in communication, ethical compliance, and the manager effectiveness index, despite challenging team dynamics. Direct quote from performance appraisal, "She is to be applauded for her unwavering focus on relationships in challenging circumstances and has truly cast the Shadow of a Leader."

Sought after to mentor other Quality Leaders in leadership and staff development.

- Expertly collaborated with internal and external partners to deploy 11 member-facing programs in record time resulting in significant improvement and sustainability in HEDIS performance measure results...two of which exceeded the 90th percentile...a first in history of plan.
- Fully engaged, re-focused and reorganized quality team members to successfully deploy quality improvement strategy for Medicaid, Long Term Care, and Florida Healthy Kids expansion.
- Despite unexpected staffing shortages of key team members, shifted team work duties resulting in exceeded deadlines, avoidance of regulatory sanctions and liquidated damage fines, and sustained team member engagement, collaboration, and satisfaction.

07/12- 04/13: Acting Chief, Human Resource Management, G. V. "Sonny" Montgomery Veterans
Administration Medical Center

Supervisor: Mr. Joe Battle, Center Director (601) 364-1201

- "Name" Selected to lead (Interim Director) a busy Human Resource Management department beset
 with repeat leadership turnover, high labor partner attention, low morale, excessive re-work and a
 plethora of opportunities to be more excellent. In record time, despite team and organizational
 challenges, accomplished the following:
 - o Streamlined appointment process for contracted (fee basis) personnel.
 - Created a Human Resources Regulatory / Joint Commission action plan to ensure ongoing readiness.
 - Facilitated the hiring of 37 Mental Health providers, and other critical fill, high profile positions in of Central Office, Regional, and local mandates.
 - o Initiation of weekly departmental "Huddles" to facilitate information exchange, timely communication, birthday celebrations, and employee reward and recognition opportunity.
 - Created innovative practices to improve departmental dynamics with other administrative, clinical and operational services throughout facility.
 - Enhanced processes and improved efficiencies regarding new employee orientation and onboarding.

06/09 – 04/13: Chief, Office of Quality Management, G. V. "Sonny" Montgomery Veterans Administration Medical Center

Supervisor: Mr. Joe Battle, Center Director (601) 364-1201

- Member, VISN 16 Regional Diversity Council.
- Member, Veterans Health Administration Baldrige / Magnet National Workgroup
- Recognized by The Joint Commission as one of the Top Performers on Key Quality Measures, 2011 for attaining and sustaining excellence in accountability measure performance. One of only 405 hospitals, out of 3,000+ surveyed, for this achievement. Also one of only 20 VA Medical Centers recognized for this outstanding accomplishment.

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 Successful Unannounced Triennial Joint Commission Accreditation Survey (TJC), Office of Inspector General Combined Assessment Program Review (OIG/CAP) and Systematic Ongoing Assessment and Review Site Visits (SOARS)!

EPHRC

- Improve quality of health care (Medical Center and seven Outlying Branch Clinics) over the past two
 years the Jackson VA has received several national awards and accreditations. The following is a
 sampling:
 - 2012, the Medical Center received Gold Certification from the National Patient Safety Cornerstone Recognition Program for Root Cause Analysis and Aggregate Reviews.
 - 2011, named a "Top Performing" hospital by The Joint Commission
 - One of 405 hospitals out of over 3,000 surveyed to receive this honor
 - One of 20 VA Medical Centers to receive this honor.
 - One of only 3 VA Medical Centers to receive this honor in all four categories—Heart Attack, Heart Failure, Pneumonia and Surgical Care
 - o 2011 Surveyed by The Joint Commission and maintained full accreditation status.
 - o 2011 Received the three year CARF accreditation for its Residential Addictions Dependency Treatment Program (ADTP), designating the facility as an outstanding community partner who values quality and exceeding all standards, and received three year CARF accreditation for its Harbor House Residential Trauma Recovery Program, designating the facility as an outstanding community partner who values quality and exceeding all standards.
 - 2010, the Jackson VA ranked number one for quality among the 10 medical centers in VISN 16.
 - o 2010, the National Center for Patient Safety recognized the Medical Center's Patient Safety Program with a Silver Cornerstone Award for its efforts to enhance patient safety.
 - o 2010, the Medical Center's Research Department received full accreditation from two distinguished external review groups: Council on Accreditation of the Association for the Accreditation of Human Research Programs (AAHRPP) and Council on Accreditation of the Association for Assessment and Accreditation of Laboratory Animal Care (AAALAC International).
 - 2010, the College of American Pathologists (CAP) conducted an unannounced survey of the facility's Pathology and Laboratory Medicine Service as part of its regular accreditation cycle. The VAMC received full accreditation.
 - 2010, the American College of Surgeons Commission on Cancer (CoC) conducted a triennial survey at the VAMC. The VAMC received commendations for its annual report, chart reviews, exceeding CAP guidelines, and its prevention and early protections services. The surveyor favorably noted its infusion center, chemotherapy pharmacy standards, hospice unit and library.
- 2010 Class of Leadership VA graduate!
- Oversight, management, and close-out of 179 action plans resulting from 179 internal and external accrediting and regulatory site visits.
- Achieved #2 (FY10) ranking in the overall national VAMC quality ratings, #1 among the 16 level 1b VAMCs (last published report), & maintained the #1 CQM ranking in VISN 16 for the 5th straight year (FY10)!
- Oversight of all facility Executive Career Field and Inpatient/Outpatient Performance Measures. The following is a sample of FY10 and FY09 results related to Veteran Experience:
 - ✓ Final assessment from the National Office of Systems Redesign for the 'National Improvement Initiatives' for VISN 16 System Redesign Projects. All five JVAMC FY10 National System Redesign Teams were scored as a "1" by the National Office of System Redesign. A score of "1" is the highest score possible and indicates all goals were achieved for the FY10 National System Redesign Projects.
 - ✓ Improved Veteran & family satisfaction with VA care by promoting patient-centered care and excellent customer service. Efforts resulted in attaining FY10 Inpatient Satisfaction scores of 65.6%, not only ahead of the VISN 16 average, but 5th nationally among the 16 level-1b VAMCs. Exceeded all targets & VISN 16 averages in inpatient sub category customer satisfaction

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- questions: Shared Decision Making 74.7%, Privacy in Room 87.4%, Responsiveness of Staff -92%, and decrease Noise Level in Room - 87.4%.
- ✓ Implemented turn down service, "Quiet Time" & installation of "Yacker Trackers" for noise reduction on nursing units cited by SOARS team as a best practice; resulted in decreased distractions & restful sleep by Veterans, consistent with the patient - centered cultural transformation goal & VHA Strategy 2.
- ✓ Initiation of patient centric enhancements allowed walk-ins, telephone visits, nurse clinics, group education & telehealth; increased Veteran access resulting in overall Outpatient Satisfaction at 56.7% which exceeded targets & VISN 16 performance.
- FY2009 Sample of Performance Measures related to Veteran Experience:
 - ✓ Exceeded the benchmark for 19 of 20 Mission Critical Measures (95%).
 - MC2: Significant achievements were made throughout the year in the areas of inpatient and outpatient satisfaction.
 - ✓ MC2a: Exceeded Inpatient Satisfaction target of 60 with a 13.3% improvement YTD SHEP score of 68%. Specifically to Administrative Services, NFS demonstrated improvement in all facets associated with food service including: Quality of food satisfaction from 73.3 to 76.3; temperature of food improved from 74.2 to 76.6; courtesy of person serving the food improved from 81.3 to 81.9% in FY09.
 - ✓ MC2b: Exceeded Outpatient Satisfaction target of 51% with 58%.

 - ✓ Ranked 6th in VISN 16 & 4th of the 1B medical centers.
 ✓ The Patient Transportation Team: Implemented use of golf carts for patient transportation from the parking lot to the front door.
 - ✓ Decreased Patient education complaints from baseline 27 to 0 and SHEP for patient perception of patient education to manage health condition and self care improved to 50%.
- Provides direction and guidance in organizing, implementing, coordinating, controlling, evaluating, educating, and improving the overall Quality and Performance Management Program.
- Responsible and accountable for the planning, designing, integrating, implementing, modifying, and administering a Quality and Performance Management Program with continual evaluation of quality programs including but not limited to Human and Animal Research, Utilization Management and Review, System Redesign Teams, Risk Management Programs, Patient Safety Program, Accreditation, Peer Review, and Surgical Risk Assessment Program.
- Serves as the accreditation consultant and has final authority on accreditation requirements for external accrediting organizations.

01/07 - 03/09: Corporate Vice President, Organizational Excellence Baptist Health Care & Quality/Baldrige Consultant, Baptist Leadership Institute, Pensacola, FL

- Lead all Baptist Health Care efforts in preparing organization-wide applications for the Governor's Sterling Award and a second Baldrige application.
- Baldrige and Quality Consultant for Baptist Leadership Institute clients. Sought after expertise in service and organizational excellence, organizational cultural transformation and cultural competency. Client base includes small and large healthcare and non-healthcare organizations.
- Featured writer for "Leadership Excellence" & "The Monthly Ezine," two Leadership Institute publications.
- Featured speaker for multiple seminars and keynote opener for national conferences.

2006 - 2009: Guest Lecturer, Operations Management, Department of Management/MIS University of West Florida, Pensacola, FL

Guest lecturer for day and evening Management 3504, Operations Management students. Topics presented, "What's Next - Career Advancement & Strategies for Launching a Great Career," and "Performance Excellence & Quality."

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07/05 - 01/07: Vice President, Quality & Patient Safety, Baptist Hospital Incorporated. Pensacola, FL

Responsible for the overall management/implementation of specified quality and patient safety initiatives for Baptist Health Care.

EPHRC

- Standardized safety and emergency response codes for Baptist Health Care and two local competitor health systems to ensure a uniform system across the community.
- Reorganized quality department to support system-wide initiatives resulting in best-in-class clinical and safety outcomes and significant bottom-line savings.
- Applied integrated process management to enhance the operational efficiency of the core processes managed by Baptist Health Care. Designed an integrated performance measurement system/scorecard to monitor the completion of process changes designed to promote alignment with performance requirements.
- Lead the Baptist Health Care system in the areas of clinical decision support, patient safety, Baldrige preparation, JCAHO and other regulatory compliance, policy/procedure/clinical pathways and quidelines, quality improvement, external reporting, care management, and knowledge transfer within the system.
- Lead cross-functional (multidisciplinary) teams on process re-engineering projects such as: standing order sets, care maps and standardized protocols; development and analysis of quality and performance measures; working closely with physicians, and other key suppliers/partners, on tools and strategies for performance and/or quality improvement; and demonstrated measurable results with regard to supply chain and inventory management.

12/02 - 06/05: Department Head. Quality Management, Naval Hospital Pensacola, & Clinic Manager, NATTC Medical/Dental Facility, Pensacola, FL.

- Employed extraordinary leadership skills to lead hospital, 12 branch clinics and diverse teams towards strategic goal and mission attainment. Sponsor and champion for development and implementation of best practices and programs.
- Achieved Joint Commission Accreditation (JCAHO), Medical Inspector General Surveys and Picker Institute Award despite unexpected deployment of 30% of staff to wartime commitments.
- Wrote application for state Quality Award. Achieved site visit recognition resulting in Sterling Quality Achievement Award for Best Practice in Staff Development and Training, enhancement of hospital reputation and image and benchmark for Navy Medicine.
- Expeditiously privileged over 200 reserve medical personnel in support of Operation Enduring Freedom. Provided seamless transition, effortless assimilation and minimal interruption in outpatient and inpatient patient care services for 160,000 beneficiaries.
- Exceptional ability to multi-task and work collaboratively. Coordinated and facilitated organization offsite for annual strategic planning. Facilitated Institute For Healthcare Improvement (IHI) Baldrige Domain Healthcare Sharing Project.
- Maintained strategic, mission and operational readiness; ensured staff training, achievement of necessary continuous education and certification requirements, and effective, efficient and economical patient care outcomes.

1999 - 2002: Department Head, Patient/Guest Relations & Beneficiary Services, Portsmouth Naval Hospital, Portsmouth, VA

Established benchmark for TRICARE region in customer satisfaction at 98%. Spearheaded numerous process improvement initiatives resulting in creation of a culture celebrating positive patient and staff relations, improved access, timeliness of care, patient and staff safety and education, improvements in staff proficiency and productivity, advanced role of nursing and cost savings in excess of \$112,000.00.

- Name-selected to coordinate and host VIP visits and community networking events resulting in new and improved marketing channels and establishment of healthy strategic alliances and continuity in standards of care.
- Recognized for decisive responses in stressful situations and uncanny ability and maturity in handling sensitive and potentially volatile incidents with dispatch, discretion and diplomacy.
- Authored change proposals and delivered high impact and persuasive presentations to executive team and select Department of Defense/Federal focus groups and civilian healthcare partners.
 Complimented for enthusiasm and clear, succinct summaries and cutting-edge ideas.
- Exceptionally ability to work collaboratively, fostered relationship building and facilitated positive
 work environments between medical and nursing staff resulting in integration of inpatient and
 outpatient services.

1996 – 1999: Department Head, Obstetrics/Gynecology Clinic & Command Lactation Consultant, United States Naval Hospital Guam

- Developed and implemented an electronic database to track over 700 obstetrical and colposcopic
 patients resulting in improved risk screening and follow up care, workload projection and
 expeditious typhoon recall for third trimester patients (an eight hour plus evolution decreased to five
 minutes).
- Established a Gestational Diabetic Clinic resulting in elimination of a two-day inpatient stay and a \$100,000.00+ annual deferment.
- Served as a role model, coach and mentor for patient care services. Fostered a sense of professionalism among nursing and paraprofessional staff.
- Developed effective retention and recruitment strategies.
- Provided seven day/week, 24-hour/day lactation consultation (voluntary) for Air Force, Navy, civilian beneficiaries and island community.

1993 – 1996: Division Officer (Charge Nurse), Pediatric Clinic, United States Naval Hospital Roosevelt Roads. Puerto Rico

- Team builder. Creatively scheduled staff to ensure uninterrupted, safe and error-free medical and nursing care to more than 1300 patients in one month despite unexpected staffing shortage.
- Dynamically conducted planned and impromptu training in Team Building and Customer Relations, Healthy Pregnancy/Healthy Baby, Automated External Defibrillator, Basic Cardiac Life Support (BCLS) and Advanced Cardiac Life Support (ACLS Affiliate Faculty).
- Expanded and administered enterprise-wide initiatives in process improvement resulting in policy and procedure development, cost savings and custom training programs dramatically improving unit and individual productivity and performance.

1989 – 1993: Charge Nurse, Intensive Care Unit, Naval Hospital Pensacola, Pensacola, FL

- Utilized insight, financial acumen and critical-thinking abilities in response to emergency and urgent
 patient care and business-related situations. Directed staff and achieved maximum levels of
 performance in the management and care of critically ill patients.
- Streamlined and organized the unit orientation program.
- Catalyst for positive change; collaborated with multidisciplinary teams to assess and monitor risk management, patient safety, infection control, staffing effectiveness and other process improvement activities.
- Featured model in Navy Nurse Corps Recruiting video.
- Nominated and interviewed for presidential nurse assignment at White House.

1985 – 1989: Staff Registered Nurse, Naval Hospital Jacksonville, FL

Provided high quality direct nursing care services for acute and post-operative patients.

7

- Recognized for decisive and appropriate responses in stressful situations, "can do" attitude, positive impact on staff morale and consistent display of sensitivity in all interactions with staff, patients and family members.
- Adroitly handled increased responsibility as acting charge nurse. Demonstrated strong ability to forge, lead and motivate team to provide patient-focused care.

EDUCATION AND TRAINING:

Doctorate of Philosophy (PhD, degree to be Regent University, Virginia Beach, VA

conferred 05/16)

Troy State University, Troy, AL:

Master of Science in Management (MSM) University of Southern Mississippi, Hattiesburg, MS: Bachelor of Science in Nursing (BSN)

EXECUTIVE EDUCATION:

Lean/Six Sigma Yellow Belt Training 2012

Leadership VA 2010

Cornerstones of Effective Management 2010

2006 LeaP Pensacola

Patient Safety Officer Executive Development Program 2005

AWARDS AND RECOGNITION:

Civilian: 2010: Leadership VA Graduate

2009: Gubernatorial Board Appointment, Florida Center for Nursing 2009 - Present

2008: Volunteer Appreciation Award, University of West Florida

2007: American Society for Training and Development (ASTD) BEST Award

2004: American Society of Quality Certified Quality Manager Examination

Development Process

2004: Featured, Spring Edition, "Minority Nurse Magazine."

2002: Women of Color Government and Defense, Technology All-

Star Award

Military: 2004: Meritorious Service Medal (Second Award)

2004: Bureau of Medicine and Surgery Standardization of Hospital & Dental Center

Emergency Response Codes

2002: Bureau of Medicine and Surgery Vice Chief's Team Award for Health Care

Access Annual Planning

2002: Meritorious Service Medal (Mid-Tour Award)

1999: Navy/Marine Corps Commendation Medal

1997: Navy/Marine Corps Commendation Medal

1994: Navy/Marine Corps Commendation Medal

LICENSES AND CERTIFICATIONS:

Licensure: Registered Nurse (RN), State of Florida

PROFESSIONAL AFFILIATIONS:

Past Member, American College of Health Care Executives Malcolm Baldrige National Quality Award Examiner (2003 – 2011) Governor's Sterling Award Lead Examiner (2004 - 2009)

PAST AND PRESENT COMMUNITY AFFILIATIONS:

Board Member, Florida Center for Nursing

2521 Bowling Green Way Cantonment, FL 32533

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Home: (850) 478-1689

avaabney@yahoo.com

Board Member and member of Performance Improvement Committee, Escambia County Community Clinic (Designated Federally Qualified Health Center, fall 2007) Board Member, Governor's Sterling Award

Board Member and member of Governance Sub-Committee, Pensacola Symphony Orchestra

Board Member, WSRE - Public Broadcasting Station, Southeast United States

Member, Escambia County Enterprise Zone Development Agency Board

Guest Lecturer, University of West Florida

Volunteer, Manna Food Pantry and Women's Shelter

BCC: 09-03-2015



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

BALLOT

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

	Ebbin A. Spellman
	Brandon J. Hollins
	Kathleen Nolde-Martin
	Megan N. Walters
	Ava Abney
Signature ₋	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8889 County Administrator's Report 10. 2.

BCC Regular Meeting Discussion

Meeting Date: 09/03/2015

Issue: Donation of Dodge Durango to Healthy Start Coalition

From: Steven Barry, District 5 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Donation of a Dodge Durango to the Escambia County Healthy Start Coalition - Commissioner Steven Barry, District 5

That the Board adopt and authorize the Chairman to sign the Resolution authorizing the donation of a 2000 Dodge Durango, Vin #1B4HR28Y3YF268819, to the Escambia County Healthy Start Coalition, a not-for-profit Florida Corporation.

BACKGROUND:

The Dodge Durango has been approved for disposition and is in fair condition but is no longer usable by the County. The Escambia County Healthy Start Coalition offers a number of programs, such as grief support, safe sleep initiative, FIMR (fetal and infant mortality review), and baby showers. These programs help educate Moms on proper care for not only their infants but also themselves. In June of this year, Healthy Start opened a new clinic in Century where these programs are available, as well as the WIC program being offered on the second Tuesday of every month. Transportation is a major concern for these women and children in this area and therefore this donation would be an asset to the Healthy Start Coalition and the Community.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was prepared by the County Attorney's Office and has been approved by the County Attorney, Alison Rogers.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:		
N/A		
IMPLEMENTATION/COORDINATION:		
N/A		
A 44 1		
Attachments		
<u>Resolution</u>		
501(c)(3) Verification		

RESOLUTION NUMBER R2015-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE DONATION OF A DODGE DURANGO TO ESCAMBIA COUNTY HEALTHY START COALITION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of certain tangible personal property, a 2000 Dodge Durango (Durango), Vin# 1B4HR28Y3YF268819; and

WHEREAS, the Escambia County Healthy Start Coalition is a Florida corporation, not-for-profit, that offers a number of programs to help educate mother's on proper care for not only their infants, but also themselves; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Durango is not needed for County purposes and that it is in the best interest of the County to convey the Durango to Escambia County Healthy Start Coalition under the terms and conditions stated herein; and

WHEREAS, the value of the Durango is estimated to be less than Five Thousand Dollars (\$5,000.00); and

WHEREAS, the conveyance of the Durango from the County to Escambia County Healthy Start Coalition is authorized pursuant to Sections 274.06 and 125.38, Florida Statutes.

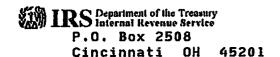
NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

<u>Section 1.</u> The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The Durango shall be donated by the County to the Escambia County Healthy Start Coalition for no consideration and with all other costs associated with accepting the Durango being borne by the Escambia County Healthy Start Coalition.

<u>Section 3.</u> This Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

Adopted this day of September,	2015.
	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
	Steven Barry, Chairman
ATTEST: Pam Childers Clerk of the Circuit Court	§
By: Deputy Clerk	Approved as to form and legal sufficiency. By/Title: Date: 826 15
(SEAL)	



In reply refer to: 0752255928 Apr. 04, 2014 LTR 4168C 0 59-3151838 000000 00 00018517

BODC: TE

ESCAMBIA COUNTY HEALTHY START
COALITION INC
1804 W GARDEN STREET
PENSACOLA FL 32502

APR 0 7 2014



023551

Employer Identification Number: 59-3151838

Person to Contact: Internal Revenue Service
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 26, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in APRIL 1993.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8858 County Administrator's Report 10. 3. BCC Regular Meeting Discussion

Meeting Date: 09/03/2015

Issue: Two Parcels of Real Property (With Improvements) Located at 6511

North "W" Street and 952 Marcus Pointe Boulevard

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Two Parcels of Real Property (With Improvements) Located at 6511 North "W" Street and 952 Marcus Pointe Boulevard - 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 to 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 two parcels of real property (with improvements). The two parcels are located at 6511 North "W" Street (owned by McVay Motors, Inc.) and 952 Marcus Pointe Boulevard (owned by William Harvey Cardwell). These parcels could be utilized by the Public Safety Department for additional vehicle repair and storage space.

[Funds for meeting the requirements of Section 46-139, Escambia County Code of Ordinances are available in Funding Source: Fund 408, Emergency Services, Cost Center 330302, EMS Operations, Object Code 53101]

BACKGROUND:

Two separate owners of two contiguous parcels of real property, which abut the property where the county's Public Safety Building is located, are both interested in selling their individual properties and they have approached the Public Safety Department and asked if the county would be interested in acquiring these properties.

The property at 6511 North "W" Street, being utilized as a used car dealership, is approximately 2.1 acres, and has two commercial structures located on it. One structure is a two-story office and garage building (8,496 square feet); the other structure is a one-story metal, modular office building (2,300 square feet).

The property at 952 Marcus Pointe Boulevard is approximately 1.52 acres, has a one-story residential structure (1,204 square feet), and a separate garage structure (2,000 square feet) located on it.

The Public Safety Department could make use of these properties for additional vehicle repair and storage space. They are asking the Board to authorize staff to pursue appraisals and 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 possibly acquiring these properties.

BUDGETARY IMPACT:

Funding for completion of requirements of Section 46-139, Escambia County Code of Ordinances, is available in Fund 408, Emergency Services, Cost Center 330302, EMS Operations, Object Code 53101.

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 / McVay Motors
Parcel Information / Cardwell
BCC Policy - June 2, 2011
Aerial Map

Source: Escambia County Property Appraiser

•

Navigate Mode

Account Re

Reference



General Information

Reference: 391S301107003001

Account: 040871120

Owners: MCVAY MOTORS INC

Mail: 6511 NORTH W ST
PENSACOLA, FL 32505

6511 N W ST 32505

Use Code: AUTO SALE, REPAIR

Taxing COUNTY MSTU Authority:

Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley

Escambia County Tax Collector

Assessments	
ASSESSITIETIES	

Year	Land	Imprv	Total	<u>Cap Val</u>
2015	\$249,375	\$329,519	\$578,894	\$578,894
2014	\$249,375	\$331,460	\$580,835	\$580,835
2013	\$249.375	\$330.948	\$580.323	\$580.323

<u>Disclaimer</u>

Amendment 1/Portability Calculations

Sales Data

Situs:

Sale Date Book Page Value Type Official Records (New Window)

 05/2003
 5134
 1872
 \$824,000
 WD
 View Instr

 12/2001
 4812
 948
 \$750,000
 WD
 View Instr

 12/1997
 4205
 1137
 \$665,000
 WD
 View Instr

 08/1997
 4161
 735
 \$543,700
 WD
 View Instr

Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and

Comptroller

2015 Certified Roll Exemptions

None

Legal Description

BEG AT SE COR OF SEC N 14 DEG 16 MIN 02 SEC W ALG ELY LI 199 9 56/100 FT S 71 DEG 24 MIN 17 SEC W 825 29/100 FT N 00 DEG...

Extra Features

ASPHALT PAVEMENT CHAINLINK FENCE CONCRETE PAVING CONCRETE WALKS LIGHTS

Parcel Information A6.A Section Map Id: 39-1S-30-1 Approx. Acreage: 2.1000 Zoned: HC/LI 190.21 Evacuation 24.63 & Flood MARCUS POINTE BLUD Information Open Report View Florida Department of Environmental Protection(DEP) Data

Buildings

Address: 6511 N W ST, Year Built: 1984, Effective Year: 1984

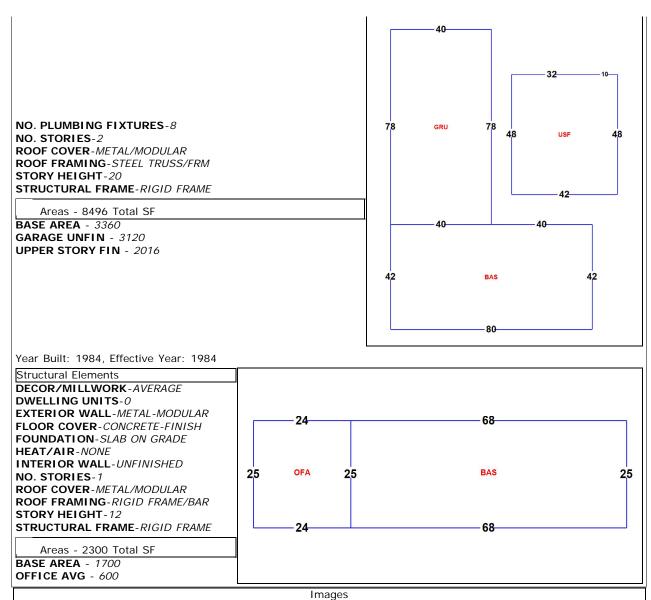
Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE
DWELLING UNITS-0

EXTERIOR WALL-METAL-MODULAR

FLOOR COVER-CARPET FOUNDATION-SLAB ON GRADE HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER





3/16/15

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.

Source: Escambia County Property Appraiser

•

Navigate Mode A

Account Reference



General Information

Reference: 391S301109000000

Account: 040872000

Owners: CARDWELL WILLIAM H

Mail: 952 MARCUS POINTE BLVD
PENSACOLA, FL 32505

952 MARCUS POINTE BLVD 32505

Use Code: SINGLE FAMILY RESID

Taxing COUNTY MSTU

Authority:

Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assess	ments			
Year	Land	Imprv	Total	Cap Val
2015	\$28,880	\$50,111	\$78,991	\$76,713
2014	\$28,880	\$49,056	\$77,936	\$76,105
2013	\$28,880	\$46,101	\$74,981	\$74,981

Amendment 1/Portability Calculations

Disclaimer

Sales Data

Situs:

Sale Date Book Page Value Type Official Records (New Window)

 11/1991
 3086
 545
 \$65,000
 WD
 View Instr

 09/1988
 2606
 428
 \$54,000
 WD
 View Instr

 01/1974
 847
 840
 \$10,000
 WD
 View Instr

Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and

Comptroller

2015 Certified Roll Exemptions

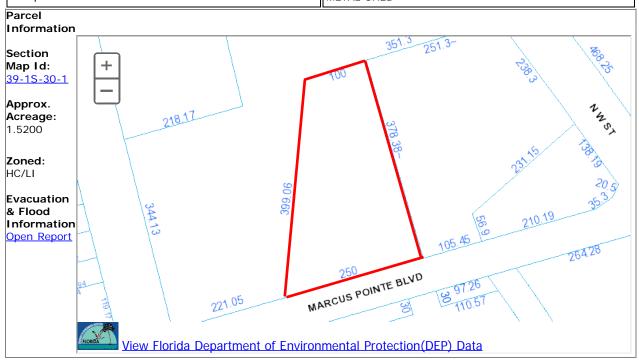
HOMESTEAD EXEMPTION

Legal Description

BEG AT SE COR OF SEC N 14 DEG 16 MIN 2 SEC W ALG E LI OF SD SEC 1999 56/100 FT S 71 DEG 24 MIN 17 SEC W 825 29/100 FT N...

Extra Features

METAL BUILDING METAL SHED



Buildings

Address: 952 MARCUS POINTE BLVD, Year Built: 1958, Effective Year: 1970

Structural Elements

DECOR/MILLWORK-AVERAGE

DWELLING UNITS- 1

EXTERIOR WALL-ALUMINUM SIDING

FLOOR COVER-CARPET

FOUNDATION-WOOD/SUB FLOOR

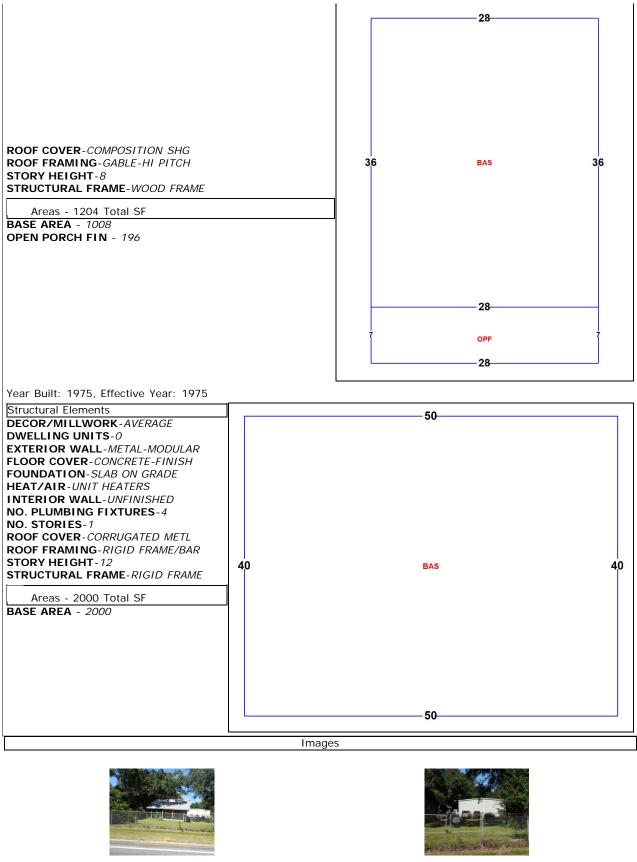
HEAT/AIR-WALL/FLOOR FURN

INTERIOR WALL-DRYWALL-PLASTER

INTERIOR WALL-PANEL-PLYWOOD

NO. PLUMBING FIXTURES-6

NO. STORIES-1





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.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Charles R. "Randy" Oliver, County Administrator

- 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.
- See Page 19.
- See Page 20.
- 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.



AI-759

County Administrator's Report Item #: 7.1.

Technical/Public Service Consent

BCC Regular Meeting

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: Care & Olive

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.

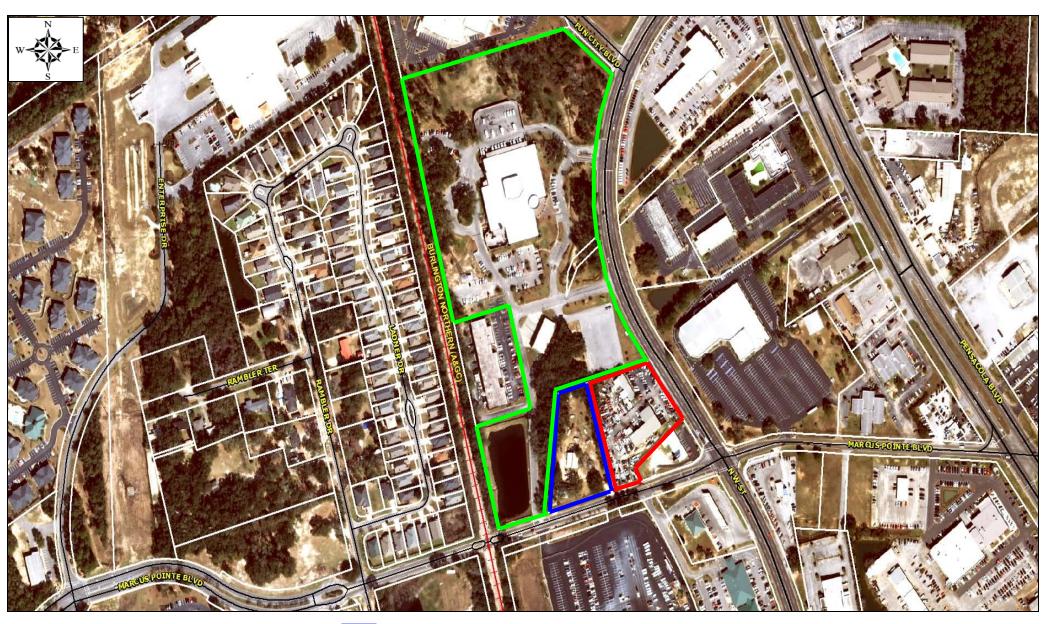
IMPLEMENTATION/COORDINATION:

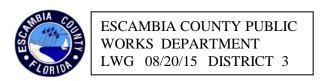
Upon approval/adoption by the Board of County Commissioners, the County Administrator's Office will ensure the proper notice, distribution, and posting of the Policy to all applicable entities. The Public Works Department will ensure coordination with all appropriate agencies/persons upon approval/adoption of the Policy.

Attachments

Real Property Acquisitions Vacations Policy

TWO PARCELS OF PROPERTY (WITH IMPROVEMENTS) LOCATED @ 6511 NORTH "W" STREET AND 952 MARCUS POINTE BOULEVARD





CARDWELL PROPERTY @ 952 MARCUS POINTE BOULEVARD

MCVAY MOTORS, INC., PROPERTY@ 6511 NORTH "W" STREET

COUNTY PROPERTY / PUBLIC SAFETY BUILDING @ 6575 NORTH "W" STREET



Al-8821 County Attorney's Report 10. 1.

BCC Regular Meeting Action

Meeting Date: 09/03/2015

Issue: Property Assessed Clean Energy (PACE) Financing Programs -

Florida Green Finance Authority

From: Stephen West, Senior Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Property Assessed Clean Energy (PACE) Financing Programs - Florida Green Finance Authority.

That the Board adopt a resolution authorizing the creation of the Florida Green Energy Works program pursuant to the Party Membership Agreement with the Florida Green Finance Authority.

BACKGROUND:

On July 23, 2015, the Board approved and authorized the Chairman to execute a Party Membership Agreement with the Florida Green Finance Authority. Subsequently, the Florida Green Finance Authority related that it also requires a resolution authorizing the Florida Green Energy Works program pursuant to the Party Membership Agreement.

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

RESOLUTION NUMBER R2015-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXPRESSING THE COUNTY'S SUPPORT AND INTENTION TO CREATE WITHIN UNINCORPORATED AREAS OF ESCAMBIA COUNTY. THE "FLORIDA GREEN ENERGY WORKS PROGRAM" A VOLUNTARY PROGRAM PROVIDING INTERESTED COMMERCIAL PROPERTY OWNERS WITH THE **OPPORTUNITY** TO FINANCE **ENERGY EFFICIENCY** IMPROVEMENTS ON THEIR PROPERTY BY REPAYMENT THROUGH NON-AD VALOREM ASSESSMENTS ON THEIR PROPERTY TAX BILL: AUTHORIZING THE CHAIR OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS TO **EXECUTE** AN INTERLOCAL AGREEMENT WITH THE FLORIDA GREEN FINANCE AUTHORITY FOR ADMINISTRATION OF THE FLORIDA GREEN ENERGY WORKS PROGRAM IN THE UNINCORPORATED AREAS OF ESCAMBIA COUNTY: PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, home and business energy consumption accounts for a large portion of the overall usage of energy in a community; and

WHEREAS, there is a vast quantity of existing structures with many years of remaining life before replacement, and these structures are not as energy efficient as today's standards, nor do many existing buildings have renewable energy systems installed to provide some or all of their electric energy needs and many buildings are in need of improvements to protect them against damage from storm events; and

WHEREAS, installing energy efficiency, renewable energy and wind resistance improvements on existing structures can provide significant progress towards increased energy conservation and protection of properties in the unincorporated areas of the County and statewide; and

WHEREAS, the upfront costs of these improvements are a hurdle to installing them and existing financing options may be insufficient for property owners to access cost-effective financing for energy-saving or wind-resistance property improvements due to requirements associated with traditional debt or equity financing options; and

WHEREAS, the expected life of energy efficiency, renewable energy or wind resistance projects may require a longer term payback period than offered by traditional financing, which may necessitate alternative options to fund installation of the improvements; and

WHEREAS, local governments within Florida and nationally have either formed, or are contemplating the formation of, programs to provide alternative financing options allowing a property owner to voluntarily finance energy efficiency and renewable energy improvements through payment of non-ad valorem assessments; and

WHEREAS, the State of Florida has declared it the public policy of the State to develop energy management programs aimed at promoting energy conservation and protecting properties from wind damage; and

WHEREAS, the financing provided to these participating property owners will be repaid though non-ad valorem assessments and only those property owners who request to participate will be levied the assessments; and

WHEREAS, the benefits of these energy financing programs include improved air quality, lowered fossil fuels use, creating energy independence and security, promoting the creation of jobs and economic development by stimulating "green industries" and saving citizens money by reducing energy consumption; and

WHEREAS, Section 163.08, Florida Statutes authorizes local governments in Florida to either form individually, or in partnership with other local governments, programs to allow property owners to voluntarily finance energy efficiency, renewable energy or wind resistance improvements; and

WHEREAS, the Town of Lantana has formed the Florida Green Energy Works program which is an energy financing program created pursuant to Section 163.08, Florida Statutes: and

WHEREAS, other local governments in the State are able to partner in the Florida Green Energy Works program by executing an Interlocal Agreement with the Florida Green Finance Authority to administer the program, thus eliminating the costs and reducing the efforts to form an energy financing program by individual local governments; and

WHEREAS, the Florida Green Finance Authority is already creating the financing, levy and collection process to implement the Florida Green Energy Works program through the local government partners; and

WHEREAS, the Florida Green Energy Works program will provide significant benefits including property owner cost savings, enhancing property values, economic development and job opportunities and Escambia County believes that it is in the best interests of the health, safety and welfare of its citizens to participate in the program and authorize the County Administrator and County Attorney to finalize the Interlocal Agreement with the Florida Green Finance Authority and begin the steps to create the Florida Green Energy Works program for commercial properties in the unincorporated areas of Escambia County.

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

Section 1. The above declarations are true and accurate, and are incorporated herein.

Section 2. The Board of County Commissioners of Escambia County, a political subdivision of the State of Florida, hereby authorizes participation in the Florida Green Finance Authority to implement the Florida Green Energy Works program for commercial properties.

Section 3 The Board of County Commissioners hereby directs the County Administrator and County Attorney to finalize the Interlocal Agreement with the Florida Green Finance Authority, and further authorizes the Chair of the Board of County Commissioners to execute the Interlocal Agreement on behalf of the County.

Section 4. The Board of County Commissioners hereby directs that the County Administrator and County Attorney to begin creating the levy and collection process for the voluntary non-ad valorem assessments with the Florida Green Finance Authority and Escambia County Property Appraiser and Tax Collector.

Section 5. This Resolution shall take effect immediately upon adoption.

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

(Seal)

This document approved as to form and legal sufficiency.

Ву

Luit



Al-8854 County Attorney's Report 10. 2.

BCC Regular Meeting Action

Meeting Date: 09/03/2015

Issue: Authorize the Scheduling of a Public Hearing to Consider Adopting the

Santa Rosa Island Authority Buildings and Building Regulations

Ordinance

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider Adopting the Santa Rosa Island Authority Buildings and Building Regulations Ordinance Creating Sections 14-61 through 14-65 of Chapter 14, Article III of the Escambia County Code of Ordinances

That the Board authorize the scheduling of a Public Hearing for September 24, 2015, at 5:32 p.m. for consideration of adopting an Ordinance creating sections 14-61 through 14-65 of Chapter 14, Article III, Buildings and Building Regulations, applicable to Pensacola Beach under the control of the Santa Rosa Island Authority.

BACKGROUND:

Pursuant to Chapter 553.73(5), Fla. Stat., the Board will be making local amendments to the Florida Building Code, by adopting a requirement to (1) regulate the area within the jurisdiction of the Santa Rosa Island Authority (SRIA) as coastal high hazard areas and (2) require accumulation of costs of improvements and repairs of buildings, based on issued building permits, over a 10–year period, for the purpose of participating in the National Flood Insurance Program's Community Rating System. The SRIA has requested the Board amend both the floodplain requirements for Pensacola Beach (by separate ordinance) and amend the Florida Building Code in order to help improve the Pensacola Beach CRS rating.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed ordinance will advertise in the Sunday Edition of the *Pensacola News Journal* on September 13, 2015.

PERSONNEL:
N/A
POLICY/REQUIREMENT FOR BOARD ACTION:
N/A
IMPLEMENTATION/COORDINATION:
N/A
N/A
Attachments
No file(s) attached.



Al-8855 County Attorney's Report 10.3.

BCC Regular Meeting Action

Meeting Date: 09/03/2015

Issue: Adopt the Local Option Fuel Tax Resolution and Authorize the

Chairman to Sign the Letter to the Department of Revenue

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Adopting the Local Option Fuel Tax Resolution and Authorizing the Chairman to Sign the Letter to the Department of Revenue

That the Board take the following action:

- A. Adopt the Local Option Fuel Tax Resolution listing the distribution formula for dividing the proceeds of this tax as allowed under section 336.025(4)(a), Fla. Stat.; and
- B. Authorize the Chairman to sign the letter to the Department of Revenue with a copy of Escambia County's Ordinance 2015-26 and the Resolution adopting the distribution formula.

[RESOLUTION AND LETTER TO BE DISTRIBUTED UNDER SEPARATE COVER]

BACKGROUND:

On July 23, 2015, the Board adopted Escambia County Ordinance 2015-26 renewing the \$.06 Local Option Fuel Tax from September 1, 2016 through December 31, 2026. Pursuant to section 336.025(5)(a), Fla. Stat., the purpose of this letter is to notify the Department of Revenue of Escambia County's continuing levy of \$.06 of the local option fuel tax and the distribution formula to be used.

BUDGETARY IMPACT:

TBA

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office drafted the Resolution and letter to the Department of Revenue.

PERSONNEL:
N/A
POLICY/REQUIREMENT FOR BOARD ACTION:
N/A
IMPLEMENTATION/COOPDINATION:
IMPLEMENTATION/COORDINATION:
N/A
Attachments
No file(s) attached.



Al-8883 County Attorney's Report 10. 1.
BCC Regular Meeting Information

Meeting Date: 09/03/2015

Issue: Scarbrough and Banta v. Escambia County Board of County

Commissioners, Case No.: 17 2015 CA 000399

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Helen P. Scarbrough and Linda H. Dunson Banta v. Escambia County Board of County Commissioners. Case No.: 17 2015 CA 000399

That the Board accept the following informational report concerning *Helen P. Scarbrough* and *Linda H. Dunson Banta v. Escambia County Board of County Commissioners*, Case No.: 17 2015 CA 000399.

BACKGROUND:

Ms. Scarbrough and Ms. Banta were applicants for rezoning several acres in the River Road area of Perdido Key who sought an up-zoning from the R-2PK, Residential District (Perdido Key) to CGPK, Commercial Gateway District (Perdido Key) which would allow for commercial development of primarily residential property. The Planning Board granted the rezoning applications, but the Board of County Commissioners (BCC) overturned the determination made by the Planning Board.

Ms. Scarbrough and Ms. Banta filed a joint petition for certiorari with the Escambia County Circuit Court arguing that the BCC's decision to deny the applications for rezoning was not supported by competent, substantial evidence because residential property owners on River Road opposed the rezoning. After briefs were filed, Judge Terry Terrell, sitting in an appellate capacity, denied the petition for certiorari holding that the neighboring property owners' testimony was competent, substantial evidence to support the BCC's decision while citing several authorities cited by the County in its response to the petition for certiorari. A copy of the ruling is attached.

Under the Florida Rules of Appellate Procedure, Ms. Scarbrough and Ms. Banta would have 30 days from the date that Judge Terrell's ruling was filed with the Clerk, which is August 21, 2015, to file a petition for certiorari with the First District Court of Appeal in Tallahassee. Should Ms. Scarbrough and Ms. Banta seek this type of review, it will be limited to two issues: (1) whether Judge Terrell followed the law, and (2) whether Ms.

Scarbrough and Ms. Banta were given adequate procedural due process. This is known as second tier review. Should Ms. Scarbrough and Ms. Banta proceed with a petition for certiorari in the First District Court of Appeal, this office will vigorously defend Judge Terrell's ruling.
BUDGETARY IMPACT:
N/A
<u>LEGAL CONSIDERATIONS/SIGN-OFF:</u>
N/A
PERSONNEL:
N/A
POLICY/REQUIREMENT FOR BOARD ACTION:
N/A
IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.