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

<u>AGENDA</u> <u>Board of County Commissioners</u> <u>Regular Meeting – September 24, 2015 – 5:30 p.m.</u> <u>Ernie Lee Magaha Government Building – First Floor</u>

1. Call to Order.

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

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

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

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

- 5. Commissioners' Forum.
- 6. Presentation Plaque recognizing Jim Faxlanger for his service on the Escambia County Mass Transit Advisory Committee, from June 20, 2013 to August 25, 2015, and acting as Chairman from January 8, 2014 to August 25, 2015.

7. Proclamation.

<u>Recommendation</u>: That the Board ratify the Proclamation dated September 1, 2015, joining with Capstone Adaptive Learning and Therapy Centers, Inc., in recognizing and commending the many individuals of Zelica Grotto, past and present, who contributed their time, service, and resources with extraordinary kindness, compassion, and insight to all citizens of Escambia County.

8. Written Communication.

September 3, 2015, communication from Eric T. Magoon, Esq., McCalla Raymer, LLC, on behalf of Branch Banking & Trust requesting that the Board review and consider an Offer in Compromise for the State Housing Initiatives Partnership (SHIP) Program Mortgage for property located at 7320 Martinique Drive.

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

<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.

10. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending Chapter 18, Article II, Division 2, Section 18-56 and Article II, Division 3, Section 18-80, of the Escambia County Code of Ordinances, to reduce the number of Contractor Competency Board members from 15 to 9, and requiring reexamination of any Certificates of Competency expired for a period of three years or greater.

> <u>Recommendation:</u> That the Board adopt an Ordinance amending Chapter 18, Article II, Division 2, Section 18-56, of the Escambia County Code of Ordinances to reduce the number of Contractor Competency Board members from 15 to 9, and amending Chapter 18, Article II, Division 3, Section 18-80, of the Escambia County Code of Ordinances to require reexamination for Certificates of Competency expired for a period of time of three years or greater.

11. 5:32 p.m. Public Hearing for consideration of 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.

<u>Recommendation:</u> That the Board adopt 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.

12. Committee of the Whole Recommendation.

Recommendation:

That the Board take the following actions, as recommended by the Committee of Whole (C/W), at the September 10, 2015, C/W Workshop:

A. Approve allocating \$50,000 for the next phase of work to formulate a development and implementation plan for the revitalization of the West Moreno District near Baptist Hospital, and direct staff to identify the funding source at the September 24, 2015, Board meeting;

B. Direct staff to not move forward in the process of developing a Regional Transit Authority and to not ask the Transportation Planning Organization to expend any more funds;

C. Take the following action concerning funding in the 2040 Long Range Transportation Plan Cost Feasible Plan:

(1) Direct staff to continue as planned on the following Projects A-E, and adjust Project A as needed for the Interchange:

• Project A: U.S. 29 Connector from Nine Mile Road to U.S. 29, PD&E -\$5.05M (2016-2020), Design - \$6.7M (2016-2020), ROW - \$1.625M (2021-2025), CST - \$61.9M

• Project B: Blue Angel Parkway from Sorrento road to U.S. 98, ROW - \$15M (2021-2025), CST - \$36M (2031-2040)

• Project C: Langley Avenue/Tippin Avenue/9th Avenue, Design - \$2.5M (2021-2025), ROW - \$7.2M (2026-2030), CST - \$20M (2026-2030)

• Project D: Longleaf Drive from Pine Forest Road to Wymart Road, ROW -\$3M (2026-2030), CST - \$8.2M (2031-2040)

• Project E: Pinestead Drive from Wymart Road to U.S. 29, ROW - \$5M, CST - \$15M (2031-2040)

(2) Direct staff to quickly find solutions to alleviate issues in the intersections in the near future for Project F - Sorrento Road from Innerarity Point Road to

Blue Angel, Design - \$1.1M (Current), ROW - \$20M (2021-2025), CST - \$43,665,891 (2031-2040); and

(3) Direct staff to wait and see what the DPZ Master Plan says is the right thing to do for Project G - Perdido Key from the Alabama Line to Innerarity Point Road, Design - \$1.2M (2021-2025), ROW - \$11.2M (2021-2026); and

D. Accept the offer from Martin Mency of \$500,000 for sale of the bus stop amenities and advertising contracts with the caveat on the advertising that Escambia County have the contracts that are within the term that the County is buying actually come to fruition.

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. <u>Recommendation Concerning Acceptance of TDT Collection Data</u> for the July 2015 Returns received in August 2015

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the July 2015 returns received in the month of August 2015, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eleventh month of collections for the Fiscal Year 2015; total collections for the month of July 2015 returns was \$1,711,421.32; this is a 9.69% increase over the July 2014 returns; total collections year-to-date are 10.80% more than the comparable time frame in Fiscal Year 2014.

2. <u>Recommendation Concerning Acceptance of the August 31, 2015</u> <u>Investment Report</u>

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended August 31, 2015, as required by Ordinance Number 95-13; on August 31, 2015, the portfolio market value was \$258,932,896 and portfolio earnings totaled \$133,537 for the month; the short-term portfolio yield was 0.22%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.14%; the enhanced cash portfolio achieved a yield of 0.68%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.39%; the long-term CORE portfolio achieved a yield of 1.20%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.97%.

3. <u>Recommendation Concerning Write-off of Return Checks and Accounts</u> <u>Receivables</u>

That the Board adopt the Resolution authorizing the write-off of \$32,116.73 of returned checks and accounts receivables in various funds of the County that have been determined to be uncollectible bad debts.

4. <u>Recommendation Concerning Acceptance of Documents Provided to the</u> <u>Clerk to the Board's Office</u>

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

A. The Oaths of Office for the following Escambia County Health Facilities Authority Board Members, who were appointed to four-year terms:

(1) Arthur J. Hall, Jr., for a term commencing August 22, 2015, and ending August 21, 2019; and

(2) J.H. Keith Bullock, for a term commencing August 22, 105, and ending August 21, 2019; and

B. Closing documents related to the sale of surplus property, located at 3712 West Theresa Street, to Dynamic Surplus Recovery, LLC, based on the Board's action of August 6, 2009, and received in the Clerk to the Board's Office on September 2, 2015.

5. <u>Recommendation Concerning Minutes and Reports Prepared by the Clerk to</u> <u>the Board's Office</u>

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 September 3, 2015;

B. Approve the Minutes of the Regular Board Meeting held September 3, 2015;

C. Approve the Minutes of the Special Board Meeting held September 8, 2015; and

D. Approve the Minutes of the First Budget Public Hearing for consideration of the Fiscal Year 2015-2016 County-Wide Budget held September 8, 2015.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. <u>5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance</u> <u>Amending Chapter 3, Zoning Regulations</u>

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Chapter 3, Zoning Regulations, to create Section 3-1.8 "Density and Uses Savings Clause" to allow residential density and land uses permitted under previous zoning districts to be reinstated under specified conditions.

II. Action Item

1. <u>Recommendation Concerning Final Plat Home Depot Park, A Replat of Parcel</u> <u>"B" Permit PSD150300011</u>

That the Board take the following actions concerning recording of the Final Plat of Home Depot Park, A Replat of Parcel "B" (a 6.85 acre private 5 lot commercial subdivision), located in the Brent Community on North Davis Highway and lying north of Brent Lane, (State Road 296). Owned and developed by Home Depot U.S.A., Inc., ARCP WE Pensacola FI, LLC, and RaceTrac Petroleum, Inc. Prior to recording, the County Engineer, Interim County Surveyor, Development Services Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.2, of the Escambia County Land Development Code. Also, prior to recording the acting County Surveyor must sign the Final Plat as set forth in Chapter 177 Florida Statutes.

2. <u>Recommendation Concerning Street Name Approval for a Paved Private</u> <u>Driveway Lying North of Crabtree Church Road and West of Highway 97</u>

That the Board approve the following street name "Rockhill Drive", a paved private driveway lying north of Crabtree Church Road and west of Don Sutton Ball Park and Highway 97 in the Sunny Hill Community and lying in Commission District 5. III. Consent Agenda

1. <u>Recommendation Concerning the Scheduling of Public Hearing</u>

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

October 8, 2015

5:52 p.m. - A Public Hearing - Removal of Minimum Lot Size Requirement Ordinance

5:53 p.m. - A Public Hearing - CPA-2015-07 - Minimum Density Removal (second of two public hearings)

COUNTY ADMINISTRATOR'S REPORT

- I. Technical/Public Service Consent Agenda
- 1. <u>Recommendation Concerning the Request for Disposition of County Property</u> for the Office of the Court Administrator - Craig Van Brussel, Court <u>Technology Officer</u>

That the Board approve the Request for Disposition of Property Form for one Dell Optiplex desktop for the Court Administrator's Office that was determined to be unfound during an extensive inventory search. If at a future date the laptop is located, it will be submitted for reinstatement.

2. <u>Recommendation Concerning the Request for Disposition of Surplus Property</u> for the Office of the Court Administrator - Craig Van Brussel, Court <u>Technology Officer</u>

That the Board approve the Request for Disposition of Property Form for property which is described on the provided spreadsheet and which has been determined to be uneconomical to repair or has out-lived its ability to be useful technology to the Court system. The equipment listed may have been cannibalized to keep other court equipment operational. The items are whole, but may contain non-functioning parts.

3. <u>Recommendation Concerning the Request for Disposition of Property for the</u> <u>Information Technology Department - Shawn Fletcher, Information</u> <u>Technology Department Director</u>

That the Board approve 15 Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated. Some of the listed items were not found during the Fiscal Year 2015 physical inventory of capital equipment. The items are to be auctioned as surplus or disposed of properly.

4. <u>Recommendation Concerning the Request for Disposition of Property for the</u> <u>Property Appraiser's Office - Chris Jones, Property Appraiser</u>

That the Board approve the Request for Disposition of Property Form for the Property Appraiser's Office, to approve the trade of the item listed (Xerox Printer, County ID: 56778) back to Xerox for partial purchase of the new Xerox Printer.

5. <u>Recommendation Concerning the Request for Disposition of Property for</u> <u>the Department of Natural Resources Management - Keith T. Wilkins,</u> <u>Director, Department of Natural Resources Management</u>

That the Board approve the Request for Disposition of Property Form for the Department of Natural Resources Management, for property which is described and listed on the Disposition Form, with reasons for disposition stated.

6. <u>Recommendation Concerning the Request for Disposition of Property for the</u> <u>Animal Services Division - Donald R. Mayo, Building Services Department</u> <u>Director</u>

That the Board approve two Request for Disposition of Property Forms for the Animal Services Division, for all items of equipment, which are described and listed on the Request Forms, with reasons for disposition stated. The items are to be auctioned as surplus or disposed of properly.

7. <u>Recommendation Concerning the Request for Disposition of Property for the</u> <u>Corrections Department - Michael A. Tidwell, Corrections Department Director</u>

That the Board approve four Request for Disposition of Property Forms for the Corrections Department, Community Corrections Division, Environmental Enforcement Division, Road Prison and the Jail, as provided, for property which is described and listed on the Disposition Forms. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

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

That the Board approve the Request for Disposition of Property Form for the Public Works Department, listing two items, one of which was stolen. The Police Report for that item is also provided. The Request Forms have been signed by all applicable authorities.

9. <u>Recommendation Concerning the Request for Disposition of Property for the</u> <u>Public Safety Department - Michael D. Weaver, Public Safety Department</u> <u>Director</u>

That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property described and listed on the Request Form, with reasons for disposition stated.

10. <u>Recommendation Concerning the Request for Disposition of Property for the</u> West Florida Public Library - Todd Humble, Library Services Director

That the Board approve the Request for Disposition of Property Form for the West Florida Public Library, for property described and listed on the form, with reason for disposition stated.

11. <u>Recommendation Concerning the Request for Disposition of Property for the</u> <u>Office of the Clerk of the Circuit Court and Comptroller - Pam Childers, Clerk</u> <u>of the Circuit Court</u>

That the Board approve three Request for Disposition of Property Forms for the Office of Pam Childers, the Clerk of Court and Comptroller, for property which is to be auctioned or disposed of properly, all which is described and listed on the Form with the Agency and reason stated.

12. <u>Recommendation Concerning Scheduling and Advertising a Public Hearing to</u> <u>Amend the Cantonment Redevelopment Area Boundaries - Tonya Gant,</u> <u>Neighborhood & Human Services Department Director</u>

That the Board ratify the September 24, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing for Thursday, October 22, 2015, at 5:32 p.m., for consideration of adopting a Resolution of the Board of County Commissioners of Escambia County, Florida, Pursuant to Part III, Chapter 163, Florida Statutes, amending the Cantonment Redevelopment Area Plan as to boundaries only; providing for authority; providing determination; providing for severability; providing for an effective date. 13. <u>Recommendation Concerning Scheduling and Advertising a Public Hearing to</u> <u>Adopt an Ordinance Relating to the Enterprise Zone Development Agency</u> <u>Board - Tonya Gant, Neighborhood & Human Services Department Director</u>

That the Board ratify the September 24, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing at 5:31 p.m., on Thursday, October 22, 2015, to consider adoption of an Ordinance of Escambia County, Florida repealing Volume 1, Chapter 90, Article 1, Section 90-2 of the Escambia County Code of Ordinances relating to Enterprise Zone Development Agency Board; providing for inclusion in the code; providing for an effective date.

Upon Board approval, the Enterprise Zone Development Agency Board (EZDA), in conjunction with the Escambia County Enterprise Zone (EZ) Program #1703, is set to expire on December 31, 2015.

14. <u>Recommendation Concerning Community Redevelopment Agency Meeting</u> <u>Minutes, August 20, 2015 - Tonya Gant, Neighborhood & Human</u> <u>Services Department Director</u>

That the Board accept for filing with the Board's Minutes, the August 20, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

15. <u>Recommendation Concerning a Request to Use the Brownsville Community</u> <u>Center for a Festival Known as Navratri - Tonya Gant, Neighborhood &</u> <u>Human Services Department Director</u>

That the Board take the following action concerning the use of the Brownsville Community Center:

A. Approve, subject to Legal review and sign-off, the Agreement allowing the Gulf Coast Indian Association (GCIA) to use the Brownsville Community Center to host a festival known as Navratri, for the reimbursement of the daily cost of utilities, on October 9-10, 2015 (Friday and Saturday), October 16-17, 2015 (Friday and Saturday), October 21, 2015 (Wednesday), October 27, 2015 (Tuesday), and November 14, 2015 (Saturday);

B. Authorize, pursuant to adherence of requirements outlined in paragraphs 4(g). General Regulations for All Activities, and 5. Insurance, of the Facility Use Agreement, the use of the facility and the serving of alcoholic beverages on the property during said event, Diwali New Year Celebration to be conducted on Saturday, November 14, 2015. Certificate(s) of Insurance are to be submitted to the Escambia County Risk Manager for review and approval; and

C. Authorize the County Administrator to sign the Agreement.

[The reimbursement rate to be utilized for this event will be \$182 per day or \$1,274]

16. <u>Recommendation Concerning a Resolution Regarding the Temporary Closure</u> of Bluff Springs Road at Escambia County Bridge Number 484052 <u>Over Pritchett Mill Creek - Joy D. Blackmon, P.E., Public Works Department</u> <u>Director</u>

That the Board take the following action concerning the temporary closure of Bluff Springs Road at Escambia County Bridge, Number 484052, over Pritchett Mill Creek to complete a Florida Department of Transportation (FDOT) bridge replacement project in Fiscal Years 2017 and 2018:

A. Adopt the Resolution approving the temporary closure of Bluff Springs Road to complete an FDOT bridge replacement project in Fiscal Years 2017 and 2018 for a duration of approximately 150 days, without requiring traffic detours; and

B. Authorize the Chairman or Vice Chairman to execute the Resolution and any subsequent documents required for implementation of the temporary road closure.

[Funding Source (for maintenance of bridges): Fund 175, Transportation Trust Fund, Account 210402/54601]

17. <u>Recommendation Concerning the Escambia County Title VI</u> <u>Nondiscrimination Program Policy - Joy D. Blackmon, P.E., Public Works</u> <u>Department Director</u>

That the Board adopt the Escambia County Title VI Nondiscrimination Program Policy and file accordingly.

18. <u>Recommendation Concerning the Workforce Escarosa (d/b/a CareerSource</u> <u>Escarosa) Fiscal Year 2014/2015 Supplemental Nutrition Assistance Program</u> <u>Grant Contract Extension - Tonya Gant, Neighborhood & Human Services</u> <u>Department Director</u>

That the Board approve and authorize the Chairman to sign a contract modification regarding CareerSource Escarosa's request to extend the Fiscal Year 2014-2015 Supplemental Nutrition Assistance Program (SNAP) Contract for three months, ending December 31, 2015.

19. <u>Recommendation Concerning a One Year Extension of the Terms and</u> <u>Conditions of Employment for Transferring Jail Employees - Thomas G.</u> <u>"Tom" Turner, Human Resources Department Director</u>

That the Board approve the One Year Contract Extension to extend the Terms and Conditions that were incorporated in offers of employment to the Jail Correctional Officers represented by the Police Benevolent Association under certifications 1247 and 1248 as amended, and an intervening agreement regarding promotional procedures. The Contract Extension also includes the 3% pay increase effective for all employees for Fiscal Year 2016.

20. <u>Recommendation Concerning a New Labor Agreement with the Amalgamated</u> <u>Transit Union - Thomas G. "Tom" Turner, Human Resources Department</u> <u>Director</u>

That the Board approve and authorize the Chairman to sign the new Collective Bargaining Agreement between the Escambia County Board of County Commissioners (BCC), and the Amalgamated Transit Union (ATU), Local 1771, for a period from August 1, 2015, through September 30, 2017.

21. <u>Recommendation Concerning Reappointment to the Contractor Competency</u> <u>Board - Donald R. Mayo, Building Official, Building Services Department</u> <u>Director</u>

That the Board take the following action concerning a reappointment to the Escambia County Contractor Competency Board:

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

B. Reappoint David Lee Schwartz (Swimming Pool Contractor) for a three-year term, effective October 1, 2015, through September 30, 2018.

No response was received after notice was published August 28, 2015, by General Alert on <u>www.myescambia.com</u>, informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering for appointment to the Contractor Competency Board. David Lee Schwartz, Swimming Pool Contractor, did provide the Building Inspections Division with his Resume seeking reappointment. 22. <u>Recommendation Concerning a Vacancy on the Board of Electrical Examiners</u> <u>- Donald R. Mayo, Building Official, Building Services Department Director</u>

That the Board take the following action concerning the vacancy on the Board of Electrical Examiners:

A. Appoint Scott A. Adams, Professional Electrical Engineer, for a three-year term, effective October 1, 2015, through September 30, 2018; and

B. Authorize sending a letter of appreciation to Joseph W. Moore, Jr. expressing the Board's appreciation for his many years of service on the Escambia County Board of Electrical Examiners.

No response was received after notice was published August 28, 2015, by General Alert on <u>www.myescambia.com</u> informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering for appointment to the Board of Electrical Examiners. Scott A. Adams, Professional Engineer, notified the Building Inspections Division that he is interested in serving and provided Staff with his Resume. After review, staff confirmed he met the requirements of the Ordinance for the member vacancy, (i.e, Licensed Certified Professional Engineer/Active).

23. <u>Recommendation Concerning an Appointment to the Merit System Protection</u> <u>Board - Thomas G. "Tom" Turner, Human Resources Department Director</u>

That the Board approve the appointment of Reverend Gene Hudson to the Board of County Commissioners' seat on the Merit System Protection Board, to serve a two-year term, effective October 1, 2015, through September 30, 2017, to replace Ms. Sharon McHarris, whose term will expire on September 30, 2015. Ms. McHarris does not wish to be reappointed.

Escambia County's Public Information Office posted a General Alert on the County's website from August 14, 2015, to August 31, 2015, to announce that the Board of County Commissioners was seeking Escambia County residents interested in volunteering for appointments to the MSPB. Reverend Hudson's Resume is the only Resume that was received for consideration.

24. <u>Recommendation Concerning an Appointment to the Tourist Development</u> <u>Council - Jack R. Brown, County Administrator</u>

That the Board appoint Patricia L. Sidler to the Tourist Development Council (TDC), for a four-year term, effective September 24, 2015, through September 23, 2019, as a "Hotel/Motel Industry" appointee, to replace Ian M. Jacobs, who has resigned.

Escambia County's Public Information Office posted a General Alert on the County's website for two weeks, from August 28, 2015, to September 11, 2015, to seek volunteers to fill the position of representative of the "Hotel/Motel Industry" on the TDC. Ms. Sidler's Resume is the only Resume that was received for consideration.

- II. Budget/Finance Consent Agenda
- 1. <u>Recommendation Concerning Property, Boiler and Machinery, Crime &</u> <u>Accidental Death and Dismemberment (Statutory Death Benefits) Insurance -</u> <u>Robert Dye, Manager, Risk Management Office</u>

That the Board approve the renewal of PD 10-11.064, Property, Boiler and Machinery, Crime & Accidental Death and Dismemberment (Statutory Death Benefits) Insurance, to Whitman & Whitman Insurance to provide Property Insurance, not to exceed the amount of \$1,223,539.17, for the period of October 1, 2015, through September 30, 2016.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

2. <u>Recommendation Concerning General Liability, Public Officials Liability,</u> <u>Professional Liability, Catastrophic Inmate Medical, and Medical Malpractice</u> <u>Insurance for the Jail – Robert Dye, Manager, Risk Management Office</u>

That the Board take the following action concerning insurance for the Escambia County Jail:

A. Approve the payment to Whitman & Whitman Insurance for the General Liability and Professional Liability insurance through Brit Global Specialty USA, effective October 1, 2015, through September 30, 2016, in the amount of \$403,632, with a \$100,000 deductible;

B. Approve the payment to Whitman & Whitman Insurance for the Catastrophic Inmate Medical Insurance through Hunt Insurance Group, LLC/Optum, effective October 1, 2015, through September 30, 2016, in the amount of \$27,693.12, with a deductible of \$120,000; and

C. Approve the payment to Whitman & Whitman Insurance for the Medical Malpractice Insurance through Evanston Insurance Company effective October 1, 2015, through September 30, 2016, in the amount of \$56,169, with a \$7,500 deductible.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

3. <u>Recommendation Concerning Workers' Compensation Insurance Renewal -</u> <u>Robert Dye, Manager, Risk Management Office</u>

That the Board take the following action concerning the Workers' Compensation Insurance Renewal:

A. Approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for Escambia County, effective October 1, 2015, through September 30, 2016, in the amount of \$1,179,727; and

B. Approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for the Escambia County Jail, effective October 1, 2015, through September 30, 2016, in the amount of \$1,152,316.

[Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501]

4. <u>Recommendation Concerning Approval to Issue Fiscal Year 2015-2016</u> <u>Purchase Orders for the Human Resources Department Totaling \$50,000 or</u> <u>Greater - Thomas G. "Tom" Turner, Human Resources Department Director</u>

That the Board approve the issuance of eight Fiscal Year 2015-2016 Purchase Orders and/or Blanket Purchase Orders, in excess of \$50,000, based upon previously awarded or approved annual requirement Contracts or Contractual Agreements, per Attachment 1, for the Human Resources Department.

[Funding: Fund 501, Worker's Compensation, Health and Life Fund]

5. <u>Recommendation Concerning the On-Site Employee Health Clinic Proposal -</u> <u>Thomas G. "Tom" Turner, Human Resources Department Director</u>

That the Board take the following action concerning the On-Site Employee Health Clinic:

A. Approve the negotiation of a three-year Contract with the option for two, one-year extensions with Concentra Health Services, Inc., for the on-site Employee Health Clinic; and

B. Authorize the County Administrator and/or designated person to negotiate the Contract and upon Legal review, bring it to the Board for approval.

[Funding Source: Fund 501, Internal Service Fund]

6. <u>Recommendation Concerning Flexible Benefits Plan Administrative Services -</u> <u>Thomas G. 'Tom'' Turner, Human Resources Department Director</u>

That the Board take the following action concerning Flexible Benefits Plan Administrative Services (PD 12-13.029):

A. Approve an Amendment to the Plan Document that enables the Plan to adjust the maximum annual contribution that may be allocated to the Health Care Flexible Spending Account for a given plan year according to the Internal Revenue Service (IRS) statutory maximum allowable contribution, indexed for each year; and

B. Authorize the County Administrator to sign the Certificate of Adopting Resolution.

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150107, Object code 531301]

7. <u>Recommendation Concerning Group Medical Insurance - Thomas G. "Tom"</u> <u>Turner, Human Resources Department Director</u>

That the Board take the following action regarding the County's Group Medical Insurance (PD 14-15.069, Group Medical Insurance):

A. Approve the employee and retiree health insurance premiums. Active employees will have a 14% reduction in their costs to parallel the total expected reduction in health care costs resulting from the change to self funding. Attachment 1 shows premiums reflecting a \$20 discount for employees that do not use tobacco. Attachment 2 shows the health insurance premiums for the County's retirees. Retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not;

B. Authorize the County to deposit \$600 into the Health Savings Account (HSA), of each employee who elects the HSA coverage. This will assist the employee in paying the higher deductible (\$2,100 or \$4,200). The deposit will be reviewed each year at renewal time. The cost would include a \$2.25 monthly fee for each employee, along with a one-time start-up fee of \$22 for each new employee who enrolls. The cost is included in the total cost estimate; and

C. Authorize the County Administrator to sign the Blue Medicare Master Agreement, Administrative Service Agreement/Business Associate Agreement and ASO Grandfather Certificate Form upon Legal review.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501]

8. <u>Recommendation Concerning the 2015/2016 Rural Elderly Assistance Program</u> <u>Agreement with the Council on Aging of West Florida - Tonya Gant,</u> <u>Neighborhood & Human Services Department Director</u>

That the Board take the following action concerning the 2015/2016 Rural Elderly Assistance Program (REAP) Agreement with the Council on Aging of West Florida, Inc.:

A. Approve the Rural Elderly Assistance Program Agreement with the Council on Aging of West Florida, Inc., in the amount of \$47,000, for the 2015/2016 Fiscal Year; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and related documents necessary to implement the program.

[Funding: Fund 129/CDBG, Cost Center 370224]

9. <u>Recommendation Concerning the 2015/2016 Fair Housing Services Agreement</u> with the Escambia-Pensacola Human Relations Commission - Tonya Gant, <u>Neighborhood & Human Services Department Director</u>

That the Board take the following action concerning the 2015/2016 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission:

A. Approve the Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission (HRC), in the amount of \$18,500, for the 2015/2016 Fiscal Year; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and related documents required to implement the program.

[Funding: Fund 129/CDBG, Cost Center 370222]

10. <u>Recommendation Concerning Amendment #1 to Agreement for SHIP Housing</u> <u>Repair Assistance Project with Community Action Program Committee, Inc. -</u> <u>Tonya Gant, Neighborhood & Human Services Director</u>

That the Board take the following action concerning Amendment #1 to the Agreement for SHIP Housing Repair Assistance Project with Community Action Program Committee, Inc.:

A. Approve Amendment #1 to the Agreement for SHIP Housing Repair Assistance Project with Community Action Program Committee, Inc., to extend the effective period through December 31, 2015; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and related documents as required to complete the Project.

[Funding: Fund 120/SHIP 2015, Cost Center 370201 (formerly 220445)]

11. <u>Recommendation Concerning Amendment #1 to Agreement for SHIP</u> Volunteer-Based Disaster Housing Recovery Project with United Way of Escambia County, Inc. - Tonya Gant, Neighborhood & Human Services Director

That the Board take the following action concerning Amendment #1 to the Agreement for SHIP Volunteer-Based Disaster Housing Recovery Project with United Way of Escambia County, Inc.:

A. Approve Amendment #1 to the Agreement for SHIP Volunteer-Based Disaster Housing Recovery Project with United Way of Escambia County, Inc. to extend the effective period through March 31, 2016; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and related documents as required to complete the Project.

[Funding: Fund 120/SHIP 2015, Cost Center 370201 (formerly 220445)]

12. <u>Recommendation Concerning Approval of the 2015 HOME Investment</u> <u>Partnerships Act Program Interlocal Agreements with the City of Pensacola</u> <u>and Santa Rosa County - Tonya Gant, Neighborhood & Human Services</u> <u>Department Director</u>

That the Board take the following action concerning implementation of the 2015 HOME Investments Partnerships Act (HOME) Program Grant (#M-15-DC-12-0225):

A. Approve the Interlocal Agreement for HOME Investment Partnerships Act Program with the City of Pensacola, providing for utilization of \$133,697 (program and administrative support) in 2015 HOME funds, to support approved Substantial Rehabilitation/Reconstruction housing assistance and related project management activities within the City of Pensacola;

B. Approve the Interlocal Agreement for HOME Investment Partnerships Act Program with the Santa Rosa County, providing for utilization of \$181,043 (program and administrative support) in 2015 HOME funds, to support approved Homebuyer and Substantial Rehabilitation/Reconstruction housing assistance and related project management activities within Santa Rosa County; and

C. Authorize the Chairman or Vice Chairman to execute the Interlocal Agreements and all documents required to implement HOME project activities.

[Funding: Fund 147, HOME, Cost Center 370267]

13. <u>Recommendation Concerning the Cancellation of Three Residential Rehab</u> <u>Grant Program Liens - Tonya Gant, Neighborhood & Human Services</u> <u>Department Director</u>

That the Board ratify the following September 24, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Cancellation of the Residential Rehab Grant Program Liens:

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

Property Owner	Address	Amount
Hazel C. Browning	2800 North "E" Street	\$1,650
Linda Hixon	1307 West Avery Street	\$3,545
Colvin L. Jr. and Evelyn D. Rancifer	1611 West Lakeview Avenue	\$2,251

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

14. <u>Recommendation Concerning Residential Rehab Grant Program Funding and</u> <u>Lien Agreements - Tonya Gant, Neighborhood & Human Services</u> <u>Department Director</u>

That the Board ratify the following September 24, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and James Balkom, owner of residential property located at 8 Kennington Drive, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$2,250 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof;

2. The Agreements between Escambia County CRA and Edward W. Spainhower & Bobbi Jeanne Miller - Allbaugh, owners of residential property located at 1006 Decatur Avenue, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$2,936 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install central heating and air conditioning system;

3. The Agreements between Escambia County CRA and Deloris Huff, owner of residential property located at 915 Lucerne Avenue, Pensacola, Florida, in the Palafox Redevelopment District, each in the amount of \$2,790 representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, to install a new roof;

4. The Agreements between Escambia County CRA and Cynthia Griffin, owner of residential property located at 222 South Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, install new windows and central heating and air conditioning system;

5. The Agreements between Escambia County CRA and Jane B. Williamson, owner of residential property located at 7 Audusson Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$3,903 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, install a new roof and new windows;

6. The Agreements between Escambia County CRA and Stella M. Reynolds, owner of residential property located at 2411 North E Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$1,450 representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, Object Code 58301, install a new roof; and

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

15. <u>Recommendation Concerning the Issuance of Fiscal Year 2015-2016</u> <u>Purchase Orders in Excess of \$50,000 for the Public Works Department - Joy</u> <u>D. Blackmon, P.E., Public Works Department Director</u>

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2015-2016, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Works Department.

The issuance of these Purchase Orders during the first week of October 2015 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

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

That the Board 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.

The contractor, Hewes & Company, LLC, did not complete the project on time, as substantial completion was not reached until July 25, 2015. However, Hewes & Company felt the project was substantially complete on June 5, 2015, the day the paving was completed. County staff began assessing \$1,000/day in liquidated damages on May 13, 2015, and, in consideration of Hewes' request, ended assessment of liquidated damages as of June 5, 2015. The total amount of liquidated damages assessed is \$21,000 (\$18,000 for May and \$3,000 for June).

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

17. <u>Recommendation Concerning the Purchase of One Rough Terrain Forklift for</u> the Road Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the County to award a Purchase Order to Thompson Lift Truck Company, in the amount of \$66,705, for one 2015 C-Series, C-06-10116, 4WD, 6000 pound Lift Capacity Rough Terrain Forklift for the Road Division, according to the specifications of VE14-15.041.

The Office of Purchasing posted the request on the Escambia County website for 30 days, beginning August 7, 2015. One additional responsive quote was obtained from Thompson Lift Truck Company, Pensacola, Florida.

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

18. <u>Recommendation Concerning the Purchase of Nine Agricultural Type</u> <u>Tractors for the Road Division - Joy D. Blackmon, P.E., Public Works</u> <u>Department Director</u>

That the Board authorize the County to utilize the National Joint Powers Alliance Contract #021815-DAC and award a Purchase Order to Deere & Company, in the amount of \$347,477.20, for nine 2015 John Deere Model 6105D 2WD agricultural type over 100HP tractors for the Road Division, according to the specifications of VE14-15.036.

The Purchasing Department posted the request on the Escambia County Website for 30 days, with no responses.

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

19. <u>Recommendation Concerning Acceptance of the Donation of Property for</u> <u>Road Right-of-Way for Utopia Drive - Joy D. Blackmon, P.E., Public Works</u> <u>Department Director</u>

That the Board take the following action concerning acceptance of the donation of property for road right-of-way for Utopia Drive:

A. Accept the donation of property (3,419 square feet) for road right-of-way from Utopia Hillview Apts., LLC, for Utopia Drive;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for road right-of-way, and the county benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

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

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

20. <u>Recommendation Concerning Acceptance of the Donation of Property for a</u> <u>Public Road and Right-of-Way Easement for Utopia Drive - Joy D. Blackmon,</u> <u>P.E., Public Works Department Director</u>

That the Board take the following action concerning acceptance of the donation of property for a Public Road and Right-of-Way Easement for Utopia Drive:

A. Accept the donation of property (1,101 square feet) for a public road and right-of-way easement from COLLEGE VUE SPE LLC, for Utopia Drive B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for road right-of-way, and the county benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Public Road and Right-of-Way Easement as of the day of delivery of the Public Road and Right-of-Way Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

21. <u>Recommendation Concerning County-Wide Computers and Peripherals -</u> <u>Claudia Simmons, Purchasing Manager, Office of Purchasing</u>

That the Board award an Indefinite Quantity Indefinite Delivery Contract PD 14-15.063, for the County-Wide Computers and Peripherals, to Dell Inc., through the Cooperative Purchasing Organization, Western States Purchasing Alliance-National Association of State Purchasing Officers WSCA - NASPO, Contract # WN05ACA, in the estimated annual amount of \$200,000.

The solicitation was advertised in the Pensacola New Journal on June 6, 2015. One bid response was received from CDW-G for Lenovo computers. The estimated quantities of computers and peripherals prices were higher from CDW-G as compared to the Dell Cooperative Purchasing Agreement prices, which are lower.

[Anticipated, but not limited to the following: Funding: Fund 001 General Fund, Cost Center 270109, Fund 175 Transportation Trust Fund, Cost Center 211201, Fund 113 Library Fund, Cost Center 110503, Object Code 56401]

There are several immediate uses for the new computers. The Engineering Design Team and the Legal Department have been ready to order computers for a few months. The County has computers that are severely obsolete and will be replaced with the new computers.

22. <u>Recommendation Concerning General Paving and Drainage Contract</u> -<u>Claudia Simmons, Purchasing Manager, Office of Purchasing</u>

That the Board award an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract PD 14-15.064, for General Paving and Drainage, in the amount of \$4,000,000, to the following contractors:

Allsouth Construction Services, LLC Chavers Construction Gulf Atlantic Constructors, Inc. Heaton Brothers Construction Co., Inc. J Miller Construction, Inc. Midsouth Paving, Inc. Infrastructure Specialty Services, Inc. Panhandle Grading and Paving, Inc. Roads, Inc., of NWF Utility Service Co., Inc.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code, 56301; Fund 352, LOST III, Cost Center 350229, Object Code 56301; Fund 181, Master Drainage Basin Funds, Cost Center 210719-210736, Object Code 56301; and Fund 112, Disaster Recovery Fund, Cost Center 330490-330495, Object Code 54612-56301]

23. <u>Recommendation Concerning Change Order 1 to Purchase Order #151104 to</u> <u>Remit Payment to Panhandle Equine Rescue for Services Provided - Michael</u> <u>Tidwell, Corrections Department Director</u>

That the Board approve and authorize Change Order 1, in the amount of \$5,000, to Panhandle Equine Rescue, for reimbursement for services rendered to Escambia County Animal Control.

[Funding: Fund 103, Code Enforcement, Cost Center 290101]

24. <u>Recommendation Concerning Purchase Orders in Excess of \$50,000 for</u> <u>Fiscal Year 2015/2016 for Various Divisions of the Corrections Department -</u> <u>Michael Tidwell, Corrections Department Director</u>

That the Board, for the Fiscal Year 2015/2016, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded contracts, contractual agreements, annual requirements, or bids in process to replace other agency contracts currently being utilized for the various Divisions of the Corrections Department, per the list provided.

25. <u>Recommendation Concerning a Change Order to Kimble's Food by Design for</u> <u>Inmate Commissary Services Provided to the Escambia County Road Prison</u> <u>in Excess of 50,000 - Michael Tidwell, Corrections Department Director</u>

That the Board approve and authorize the County Administrator to execute the following Change Order 7, in excess of \$50,000, adding funds for inmate commissary services at the Escambia County Road Prison for Fiscal Year 2015:

Department:	Corrections	
Division:	County Road Prison	
Туре:	Addition	
Amount:	\$130,000	
Vendor:	Kimble's Food by Design Inc.	
Purchase Order:	150382	
Change Order:	7	
Original Board Approval Amount:	\$150,000	
Cumulative Amount of Change Orders through this Change Order:	\$130,000	
New Purchase Order Total	\$230,000	

Board Contract Approval 06/26/2014, PD 13-14.044

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 290205, Object Code 55201]

26. <u>Recommendation Concerning the Program Participation Agreement Between</u> <u>Pathways for Change, Inc., and Escambia County, Florida - Michael A.</u> <u>Tidwell, Corrections Department Director</u>

That the Board take the following action concerning the Program Participation Agreement between Pathways for Change, Inc. (PFC), a Florida not-for-profit Corporation and Escambia County, Florida, a political subdivision of the State of Florida (County):

- A. Approve the Agreement; and
- B. Authorize the Chairman to sign the Agreement.

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society. The County agrees to contribute for Fiscal Year 2015/2016 up to \$140,000 to the Program (the "County Contribution"). The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to compensation, including full time salary and benefits for the following PFC staff positions:

- 1. Admissions Specialist/Court Liaison
- 2. Treatment Program Manager
- 3. Case Manager
- 4. Executive Director
- 5. Mental Health Contract Counselors
- 6. Office Coordinator
- 7. Transition Manager
- 8. AfterCare Specialist/Director of Alumni

Miscellaneous expenses incurred in the provision of incentives for mentors participating in the program include: cell phones, travel and training for Program staff; miscellaneous expenses such as medications and hygiene items for inmates; transportation of inmates to community services for medical and vocational evaluations; program curriculum; night monitors; aftercare services; and transitional housing.

[Funding Source: General Fund 001, Cost Center 110201, Object Code 58208]

27. <u>Recommendation Concerning the Write-Off of Accounts Receivable Recorded</u> <u>in the Emergency Medical Service Fund as Uncollectible Bad Debts - Michael</u> <u>D. Weaver, Public Safety Department Director</u>

That the Board adopt the Resolution authorizing the write-off of \$1,594,962.56 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.

28. <u>Recommendation Concerning the Pensacola Bay Center Ice Hockey License</u> Agreement - Amy Lovoy, Assistant County Administrator

That the Board approve and authorize the Chairman to sign the Pensacola Bay Center Ice Hockey License Agreement between Escambia County, and Pensacola Ice, LLC, and SMG Corporation, with an effective date of April 15, 2015, for a three-year term ending with the 2017-2018 Hockey Season. Escambia County is currently under contract with SMG for day-to-day management of the Pensacola Bay Center, and the License Agreement for the presentation of professional ice hockey is in keeping with this contract.

[Funding: All revenue generated from fees resulting from this License Agreement will be deposited into Fund 409, Civic Center Fund]

29. <u>Recommendation Concerning Contractual Services Agreement for Adult</u> <u>Post-Adjudicatory Drug Court Expansion Operations in Escambia County,</u> <u>Florida - Catherine A. White, Drug Court Manager</u>

That the Board take the following action concerning the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida:

A. Approve the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida. This Agreement is being submitted for approval as a continuation of the Drug Court Expansion Program, which was initially approved by the Board of County Commissioners (BCC) on November 4, 2010, and executed by the Office of the State Courts Administrator on November 23, 2010. This Agreement will become effective October 1, 2015, and will terminate June 30, 2016. During this period, funding for the program is not to exceed \$237,750; and

B. Authorize the Chairman, as the County's representative, to sign the Agreement, amendments, and/or other related documents as may be required.

[The funds are made available through the Office of the State Courts Administrator for the period beginning October 1, 2015, and terminating June 30, 2016; there is no cost to the County]

30. <u>Recommendation Concerning Implementing a 3% Transaction Fee for</u> <u>Acceptance of Credit and/or Debit Card Payments From Customers of the</u> <u>Animal Services Division - Donald R. Mayo, Building Services Department</u> <u>Director</u>

That the Board take the following action concerning implementing a minimal 3% transaction fee for all payments accepted at the Animal Services Division from customers using a credit and/or debit card as payment:

A. Authorize implementing a minimal 3% Transaction Fee for acceptance of credit and/or debit card payments from Animal Services Division customers; and

B. Approve the effective date of October 1, 2015, for implementation of the 3% Transaction Fee.

[Funding: There will be no cost to the Animal Services Division to implement this transaction fee. The 3% fee will be charged to the customers, recovering the Animal Services Division's costs associated with using a credit and/or debit card as payment and reducing operational costs]

31. <u>Recommendation Concerning the Issuance of Fiscal Year 2015/2016</u> <u>Purchase Orders in Excess of \$50,000, for the Facilities Management</u> <u>Department - David W. Wheeler, CFM, Facilities Management Department</u> <u>Director</u>

That the Board, for the Fiscal Year 2015/2016, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements or annual requirements for the Facilities Management Department, as follows:

	Vendor/Contractor	Amount	Contract Number
Α.	Blue Arbor, Inc. Vendor Number: 023818 Temporary Labor Services Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: \$80,000	\$80,000	PD 14-15.041
В.	Engineered Cooling Services, Inc. Vendor Number: 051168 Central Energy Plant Maintenance Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$100,000 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: \$7,400	\$107,400	PD 13-14.058
C.	Republic Services, Inc. Vendor Number: 420244 Refuse and Recycling Container Service Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$129,000 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: \$10,000	\$139,000	PD 12-13.041

D.	American Facility Services, Inc. Vendor Number: 012106 Contract Custodial Services for County Building	\$665,500	PD 10-11.049
	Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: \$665,500		
E.	Panhandle Humbaugh Elevators, Inc. Vendor Number: 160125 Elevator Maintenance	\$57,000	PD 12-13.056
	Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$50,000		
	Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: \$7,000		

32. <u>Recommendation Concerning the Issuance of Fiscal Year 2015/2016</u> <u>Purchase Orders in Excess of \$50,000 for the Information Technology</u> <u>Department - Shawn Fletcher, Information Technology Department Director</u>

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Information Technology Department for the Fiscal Year 2015/2016. 33. <u>Recommendation Concerning Waste Services Department Equipment</u> <u>Purchase - Patrick T. Johnson, Waste Services Department Director</u>

That the Board approve the purchase of one 2016 International 5900i 6x4 Tandem Axle Tractor and authorize the issuance of a Purchase Order, in the amount of \$138,958.34, to Ward International Trucks, Inc., in accordance with the specifications of VE14-15.034.

In compliance with the Local Preference Initiative, VE14-15.034 was posted on the Escambia County website with the "Pending Vehicle and Equipment Purchases", from 07/21/15 - 08/22/15. Ward International Trucks, Inc., proposed the low cost offer. This vehicle will replace Property #51650, a 1999 Sterling Tractor.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 56401]

34. <u>Recommendation Concerning Fiscal Year 2015/2016 Purchase Orders in</u> <u>Excess of \$50,000 for the Public Safety Department - Michael D. Weaver,</u> <u>Public Safety Department Director</u>

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Safety Department, for Fiscal Year 2015/2016.

35. <u>Recommendation Concerning Supplemental Budget Amendment</u> #258 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #258, Other Grants and Projects Fund (110), in the amount of \$2,090, to recognize additional proceeds from a State of Florida, Division of Emergency Management (FDEM) Homeland Security Sub-grant Agreement that was previously approved in January 2015, and to appropriate these additional funds for the Community Emergency Response Team Program to offset training costs incurred to provide sign language interpretation for a CERT training course. 36. <u>Recommendation Concerning the Surplus and Sale of County-Owned</u> <u>Properties Located in the Central Commerce Park, Phase 1 - Stephan Hall,</u> <u>Budget Manager, Management and Budget Services</u>

That the Board take the following action concerning the surplus and sale of real properties located in the Central Commerce Park, Phase 1:

A. Declare surplus the Board's real properties located in the Central Commerce Park, Phase 1, specifically Lot 5 (1630 Success Drive, Account Number 12-0567-035); Lot 6 (1640 Success Drive, Account Number 12-0567-030); and Lot 7 (1650 Success Drive, Account Number 12-0567-025);

B. Authorize an appraisal be performed on all three lots to determine the current market value;

C. Authorize the sale of the properties to the bidder with the highest offer received at or above the minimum bid, which will be set at the appraised value;

D. Add as a stipulation to the sale of these properties that the buyer abide by the covenants existing in the Central Commerce Park including:

(1) Obligation to have detailed plans and specifications approved by an Architectural Review Committee;

(2) Duty to rebuild, repair or remove all damaged improvements and debris located within the lots;

(3) No lot shall be used for any purpose other than light manufacturing, warehouse, wholesale distribution, office or research and development facilities. Retail sales shall be limited to those that are ancillary to any of the purposes listed above; and

(4) Obligation to provide casualty insurance in an amount equal to the maximum insurable replacement value of all Improvements located on the Owner's lot.

The complete Declaration of Covenants, Conditions and Restrictions of Central Commerce Park is recorded in Official Records Book 5517, at Page 1390, of the Public Records of Escambia County, Florida; and

E. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents necessary to complete sale of these properties, without further action of the Board.

37. <u>Recommendation Concerning Surplus and Sale of Real Property Located at</u> <u>4913 Ravenswood Avenue - Stephan Hall, Budget Manager, Management</u> <u>and Budget Services</u>

That the Board take the following action concerning the surplus and sale of real property located at 4913 Ravenswood Avenue:

A. Declare surplus the Board's real property located at 4913 Ravenswood Avenue, Account Number: 07-2300-000, Reference Number: 34-2S-30-1264-011-001, District 2;

B. Authorize the sale of the property to the bidder with the highest offer received above the minimum bid of \$7,000, without further action of the Board; and

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

38. <u>Recommendation Concerning the Roadway Materials Pricing Agreement -</u> <u>Claudia Simmons, Purchasing Manager, Office of Purchasing</u>

That the Board award an Indefinite Quantity, Indefinite Delivery Contract to Roads, Inc. of NWF, Panhandle Grading and Paving, Inc., and Midsouth Paving, Inc., for PD 14-15.065, Roadway Materials Pricing Agreement, based on pricing provided and shall extend for a period of 12 months with the option to extend for two additional 12 month periods, up to a maximum 36 months.

[Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Various Projects, \$850,000; Fund 181 Master Drainage Basins, Cost Center 210719-210736, Object Code 56301, \$50,000; Fund 175 Transportation Trust Fund, Cost Center 210402, Object Code 55301, \$300,000; Fund 401 Solid Waste Management, Cost Center 230306 (Recycling), Object Code 55301, \$50.000; Fund 401 Solid Waste Management, Cost Center 230309 (Closed Landfills), Object Code 55301, \$50,000; Fund 401 Solid Waste Management, Cost Center 230314 (Operations), Object Code 55301, \$200,000; and Fund 401 Solid Waste Management, Cost Center 230315 (Projects), Object Code 55301, \$500,000] Recommendation Concerning Contract Award for CEI (Construction, Engineering, Inspection) and Project Management for the Highway 97 Widening and Drainage Improvements - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and DRMP, Inc., per the terms and conditions of PD 14-15.080, CEI (Construction, Engineering, Inspection) and Project Management for the Highway 97 Widening and Drainage Improvements, for a lump sum of \$210,000.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0115]

40. <u>Recommendation Concerning Budget Amendment #004 Relating to the</u> <u>Escambia County District School Board for the Public Safety Academy - Amy</u> <u>Lovoy, Assistant County Administrator</u>

That the Board approve Budget Amendment #004, General Fund (001), in the amount of \$50,000, allocating funds from Reserves for Operating to the Escambia County District School Board for the purpose of starting a Public Safety Academy in the school system.

[Funding Source: Fund 001, General Fund - \$50,000 (Fiscal Year 2016)]

41. <u>Recommendation Concerning Approval of a Purchase Order to Baptist Health</u> <u>Care for Live, Work, Learn, Play - Amy Lovoy, Assistant County Administrator</u>

That the Board approve a Purchase Order to Baptist Health Care, in the amount of \$50,000, for the Live, Work, Learn, Play study being conducted in partnership with Baptist Health Care.

[Funding Source: Fund 124, Escambia Affordable Housing Fund, Cost Center 370290]

42. <u>Recommendation Concerning Approval of the State Aid to Libraries Grant</u> <u>Agreement - Todd Humble, Library Services Department Director</u>

That the Board approve the Florida Department of State, Division of Library and Information Services, State Aid to Libraries Grant Agreement and authorize the Chairman of the West Florida Public Libraries Board of Governance and the Clerk to sign the Agreement. (The State Aid to Libraries Program provides annual funding to eligible recipients for the operation and maintenance of public libraries.)

[Funding: The funds will be included in the Fiscal Year 2015/2016 Annual Budget for the West Florida Public Libraries when received. Fiscal Year 2015/2016 Estimated Grants Appropriation to benefit Escambia County is \$124,818, up to \$159,102, depending upon State legislative funding decisions]

III. For Discussion

1. <u>Recommendation Concerning the Acquisition of a Parcel of Real Property for</u> <u>the Delano/Herman Streets Drainage Improvement Project - Joy D.</u> <u>Blackmon, P.E., Public Works Department Director</u>

That the Board either approve by super-majority vote or deny:

A. The purchase of a parcel of real property (approximately 0.34 acres), located at 2112 West Herman Street, for the Delano/Herman Streets Drainage Improvement Project, from Ricky Lamar Blankenship, for the purchase price of \$25,000, which is above appraised value of \$18,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Acceptance of the property without benefit of title insurance because the owner is not willing to take the steps necessary to provide insurable title to the County;

C. The Contract for Sale and Purchase for the acquisition of a parcel of real property (approximately 0.34 acres), from Ricky Lamar Blankenship; and

D. The authorization for the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board.

[Funding Source: Fund 352, "LOST III," Account 210107/56101/56301, Project No. 12EN1763]

COUNTY ATTORNEY'S REPORT

I. For Action

1. <u>Recommendation Concerning an Amendment to the Escambia County</u> <u>Administrative Code, Title 6, Part 3, Unclassified Service</u>

That the Board approve the amendment to the Escambia County Administrative Code, Title 6, Part 3, Unclassified Service, Section 8322 Overtime, to disallow overtime compensation to unclassified employees unless approved by the Board of County Commissioners or required by law.

2. <u>Recommendation Concerning the Scheduling of a Public Hearing on October</u> 8, 2015 at 5:31 p.m. to consider amending Chapter 94, Section 94-103 of the Escambia County Code of Ordinances.

That the Board authorize the scheduling of a Public Hearing for October 8, 2015 at 5:31 p.m. to consider an ordinance amending Chapter 94, Article II, Division 4, Section 94-103 of the Escambia County Code of Ordinances relating to Civil Penalties for County Parking Ticket Violations.

3. <u>Recommendation Concerning the Scheduling of a Public Hearing on</u> <u>Thursday, October 8, 2015 at 5:32 p.m. to Consider Amending Chapter</u> <u>10, Article I, Section 10-3 of the Escambia County Code of Ordinances</u> <u>relating to Definitions, and Chapter 10, Article I, Section 10-13 of the</u> <u>Escambia County Code of Ordinances relating to Disposition of Animals.</u>

That the Board authorize the Scheduling of a Public Hearing on Thursday, October 8, 2015 at 5:32 p.m. to Consider Amending Chapter 10, Article I, Section 10-3 of the Escambia County Code of Ordinances relating to Definitions, and Chapter 10, Article I, Section 10-13 of the Escambia County Code of Ordinances relating to Disposition of Animals. 4. <u>Recommendation Concerning Scheduling an Attorney-Client Session on</u> <u>October 8, 2015 at 4:00 p.m. to Discuss Pending Litigation in the case of</u> <u>Kenneth Eugene Simmons vs. Escambia County - Case No. 2014 CA 000219.</u>

That the Board take the following action:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.01(8), Fla. Stat. for October 8, 2015 at 4:00 p.m.; and

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

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorney to discuss pending litigation in the case of *Kenneth Eugene Simmons vs. Escambia County,* in accordance with Section 286.01(8), Fla. Stat. Such attorney-client session will be held on Thursday, October 8, 2015 at 4:00 p.m., in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson B. Robertson, Douglas B. Underhill, Lumon J. May, Grover C. Robinson, IV, and Steven Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Attorney representing Escambia County Charles V. Peppler and a certified court reporter will attend the attorney-client session.

5. <u>Recommendation Concerning the Interlocal Agreement between Escambia</u> <u>County and the Santa Rosa Island Authority relating to the transfer of public</u> <u>works and public safety functions on Santa Rosa Island.</u>

That the Board take the following action regarding the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority:

A. Approve the Interlocal Agreement with the Santa Rosa Island Authority for the transfer of all responsibilities and obligations relating to public works and public safety functions on Santa Rosa Island from the SRIA to the County;

B. Authorize the Chairman to execute the Interlocal Agreement.

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



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Proclamations

7.

AI-9020				
BCC Regular Meeting				
Meeting Date:	09/24/2015			
Issue:	Ratification of Proclamation			
From:	Jack Brown, County Administrator			
Organization:	County Administrator's Office			
CAO Approval:				

RECOMMENDATION:

Proclamation.

<u>Recommendation:</u> That the Board ratify the Proclamation dated September 1, 2015, joining with Capstone Adaptive Learning and Therapy Centers, Inc., in recognizing and commending the many individuals of Zelica Grotto, past and present, who contributed their time, service, and resources with extraordinary kindness, compassion, and insight to all citizens of Escambia County.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

N/A

Attachments

Proclamation

PROCLAMATION

WHEREAS, Capstone Adaptive Learning and Therapy Centers, Inc., provide education, therapeutic, and supportive programs and services in our local community, including assistive technology training, early intervention programs, early education, individual and family support, socialization programs, community living, employment assistance, career development, and advocacy and community awareness; and

WHEREAS, Capstone Adaptive Learning and Therapy Centers, Inc., has been providing services to children and adults with a spectrum of abilities and disabilities in our local community since 1953, and the Zelica Grotto has been providing support to the Centers' clients and its mission since that time; and

WHEREAS, the Zelica Grotto is a vital part of our community committed to helping all of Escambia County's citizens enjoy the benefits of our community and has continually worked to support Capstone Adaptive Learning and Therapy Centers, Inc., with dedication and compassion; and

WHEREAS, Zelica Grotto members have worked diligently to sustain the Grotto's commitment to people with developmental disabilities and especially to those served by Capstone Adaptive Learning and Therapy Centers, Inc., for 62 years; and

WHEREAS, Zelica Grotto has contributed to the quality of life of those served by Capstone Adaptive Learning and Therapy Centers, Inc., by providing specialized equipment; social activities such as dances, cook-outs and outdoor activities; and financial resources; and

WHEREAS, chartered on June 9, 1915, the Zelica Grotto is celebrating 100 years of service to our local community.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, joins with Capstone Adaptive Learning and Therapy Centers, Inc., in recognizing and commending the many individuals of Zelica Grotto, past and present, who contributed their time, service, and resources with extraordinary kindness, compassion, and insight to all citizens of Escambia County.

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 Dated: September 1, 2015



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8937	Written Communication 8.			
BCC Regular Meeting				
Meeting Date:	09/24/2015			
Issue:	State Housing Initiatives Partnership (SHIP) Program Mortgage Offer in Compromise for Property Located at 7320 Martinique Drive			
From:	Tonya Gant, Director			
Organization: CAO Approval:	Neighborhood & Human Svcs			

RECOMMENDATION:

September 3, 2015, communication from Eric T. Magoon, Esq., McCalla Raymer, LLC, on behalf of Branch Banking & Trust requesting that the Board review and consider an Offer in Compromise for the State Housing Initiatives Partnership (SHIP) Program Mortgage for property located at 7320 Martinique Drive.

BACKGROUND:

On October 18, 2005, Robert W. and Maria Cochran entered into a \$5000 mortgage (Exhibit I) with the Escambia/Pensacola SHIP program, which provides down payment and closing cost assistance to income-eligible first time homebuyers in Escambia County. The mortgage was recorded as a second mortgage against the property located at 7320 Martinique Drive. The mortgage terms are a 0% interest loan with no monthly payments, depreciating at 20% per year for 5 years, provided that the buyer is in compliance with the program and mortgage terms.

On August 12, 2008, a Lis pendens was filed against the property. Escambia County did not receive service at this time.

On November 24, 2008, the owners secured a third mortgage against the property, thereby violating Section 2.05 of the SHIP mortgage which prohibits any further encumbrances against the property within the five year loan term.

On February 26, 2014 a final judgment of foreclosure was entered and on April 15, 2014, a certificate of title was issued in favor of Branch Banking & Trust (BB&T). Neither the County nor the City received any notices regarding the foreclosure action.

On September 3, 2015, Eric T. Magoon, counsel for BB&T, submitted an email communication (Exhibit II) with an offer in compromise of \$500 for the SHIP loan in lieu of the full balance owed.

BB&T is concurrently submitting an additional \$500 offer in compromise to the City of Pensacola for release of its interest in the property.

BUDGETARY IMPACT:

Due to the owner's default on the SHIP second mortgage, the full \$5000 is due to the Escambia/Pensacola SHIP Program. If the Board does not accept the offer in compromise, BB&T must re-foreclose on the property to include Escambia County and the City of Pensacola.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable.

PERSONNEL:

Not applicable.

POLICY/REQUIREMENT FOR BOARD ACTION:

Not applicable.

IMPLEMENTATION/COORDINATION:

If approved by the Board, the Neighborhood Enterprise Division (NED) will prepare a release after receipt of funds to the SHIP Affordable Housing Trust Fund. NED will coordinate with the City of Pensacola Housing office as needed.

Attachments

Ex I-Cochran SHIP Mortgage Ex II-Email Communication SHIP Cochran Prepared by: Randy Wilkerson Executive Director, Neighborhood Enterprise Foundation, Inc., P.O. Box 1591, Pensacola, Florida 32597 (850) 458-0466

Prepared by & Return to: Security First Title Partners 1331 Creighton Road, Ste C. Pensacola, FL 32504

PESO5360

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE (hereinafter referred to as to "Mortgage"), is made and entered into this <u>18th</u> day of <u>October 2005</u>, between the Mortgagor, <u>Robert W. Cochran and Maria Cochran, hueband and wife</u>, (herein "Borrower"), and the Mortgagees, ESCAMBIA COUNTY, a political subdivision of the/State of Florida, and the CITY OF PENSACOLA, a municipality chartered in the State of Florida, whose address for purposes of this Mortgage is 223 Palafox Street, P.O. Box 1591, Pensacola, Florida 32597, (hereafter "Lender").

WITNESSETH:

1.01 PREMISES. For and in consideration of an Indebtedness from Borrower to Lender in the principal sum of <u>Five Thousand Dollare</u> (\$5,000.00) which Indebtedness is evidenced by the Grant and Loan Agreement for Participation in the Escambia/Pensacola State Housing Incentives Program (SHIP) Affordable Home buyer Down Payment/Closing Cox Assistance Project ("Loan Agreement") and Borrower's Note of even date herewith (herein "Note"). In order to secure the Indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, bargain, sell, convey, assign, transfer, pledge and set over unto Lender and the successors, successors in title, and assigns of County all of the following land and interest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances (herein referred to individually and collectively as the "Premises").

A. LAND. All those certain tracts, pieces or parcels of land (herein "Property") located in the County of Escambia, State of Florida, described as follows: <u>7320 Martinique Dr., Pensacola, FL 32504</u>

SEE EXHIBIT "A"

B. APPURTENANCES. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblem now or hereafter located on the land or under or above the same or any part of parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Home buyer (hereinafter sometimes referred to as "Appurtenances").

1.02 WARRANTIES OF TITLE. Borrower covenants that Borrower is lawfully seized and possessed of the Premises as aforesaid, and has a good right to convey the same, that the same are unencumbered, and that the Borrower does warrant and will forever defend the title thereto against the claims of all persons whomsoever.

Lender acknowledges that the property is subject to a first mortgage in favor of <u>Branch Banking & Trust Company</u> in the amount of <u>\$139,707.00</u> and that this mortgage is subordinate and inferior to said mortgage (such mortgage shall be hereinafter referred to as the "first mortgage").

1.03 INDEBTEDNESS. This mortgage is given to secure the performance of all obligations set forth herein and the following described Indebtedness:

A. The debt evidenced by the Loan Agreement and Promissory Note referred to in Paragraph 1.01, together with any and all renewals, modifications, consolidations and extension of the Indebtedness evidenced by the Note;

B. Any and all additional advances made by Lender to protect or preserve the Premises or the security interest created hereby on the Premises, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Borrower's obligations hereunder provided or for performance of any of Borrower's obligations hereunder or for any other purpose provided herein (whether or not Borrower remains the owner of the Premises at the time of such advances); and

Provided, always, and it is the true intent and meaning of the parties to these presents, that when Borrower, his successors or assigns, shall pay or cause to be paid to Lender, his successors or assigns, the Indebtedness according to the conditions and agreements of the Note and of this Mortgage, and shall perform all of the obligations according to the true intent and meaning of the Note and this Mortgage and the conditions thereunder and hereunder, then this Mortgage shall cease, determine and be null and void; otherwise this Mortgage shall remain in full force and effect.

COVENANTS AND AGREEMENTS

2.01 PAYMENT OF INDEBTEDNESS. Homebuyer shall pay the Note(s) according to the tenure thereof and the remainder of the Indebtedness promptly as the same shall become due and payable in accordance with the terms of the Note.

2.02 TAXES, LIENS AND OTHER CHARGES.

A. Borrower shall pay, on or before the due date thereof, all taxes, assessments, levies, license fees, permit fees and other charges (in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon, the Premises or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Lender such evidence of the due and punctual payment of all taxes, assessments and other fees and charges as Lender may require.

B. Borrower shall pay, on or before the due date thereof, all taxes, assessments, charges, expenses, costs and fees against, or incurred in connection with, the Note(s), the other Indebtedness, this Mortgage or any other instrument now or hereafter evidencing, securing or otherwise relating to the Indebtedness, and shall submit to Lender such evidence of the due and punctual payment of all such taxes, assessments, charges, expenses, costs and fees as Lender may require.

C. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulations, the law now in force governing the taxation of mortgages to secure debt or security agreements or debts secured thereby or the manner of collecting such taxes so as to adversely affect Borrower, Lender will pay any such tax on or before the due date thereof.

D. Borrower will not permit or suffer any construction, mechanics, materialmen, laborers or statutory or other liens to be filed of record or to remain outstanding against the Premises or any portion thereof.

2.03 PRESERVATION AND MAINTENANCE OF PROPERTY.

A. Borrower will keep the buildings, improvements, facilities, furnishings, landscaping, the Premises and other improvements of any kind now or hereafter erected on the Land or any part thereof in good repair and shall not commit waste or permit impairment or deterioration of the property. Borrower will do nothing which would or could increase the risk of fire or other hazard to the Premises or any part thereof or which would or could result in the cancellation of any insurance policy carried with respect to the Premises.

B. Borrower will not allow the removal, demolition or alteration of the structural character of any improvement located on the land, and once the improvements are completed, without the written consent of Lender. Borrower shall not remove or permit to be removed from the Land any item or items referred to in Paragraph 1.01(B) of this Mortgage which are or may hereafter be in any way attached or affixed to the Land or any improvements thereof.

C. If the Premises or any part thereof is damaged by f ire or other cause, Borrower will give immediate written notice thereof to Lender.

D. Lender or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours.

E. Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

F. Violation of any of the foregoing provisions shall constitute a default.

2.04 LIMIT OF VALIDITY. If from any circumstances whatsoever, fulfillment of any provision of this Mortgage or the Note(s) which it secures, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Note that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this paragraph shall control every other provision of this Mortgage and of the Note.

2.05 CONVEYANCE OR ENCUMBRANCE OF PREMISES WITHIN FIVE YEARS OF THE DATE HEREOF. Borrower hereby acknowledges to Lender that any encumbrance which encumbrance is in addition to those set forth in this Mortgage, of the Premises or any portion thereof would materially impair or jeopardize the security granted to Lender by this Mortgage. Borrower therefore covenants and agrees with Lender, as part of the consideration for the extending to Borrower of the Indebtedness evidenced by the Note, that Home buyer shall not directly or indirectly encumber (including, but not by way of limitation, increasing of the outstanding principal amount of any existing encumbrance) pledge, convey, transfer or assign any or all of the Borrower's interest in the Premises within five years following the date of this Mortgage or after five years following the date of this Mortgage if Borrower is in default of this Mortgage at the time of the said conveyance. A violation of the terms of this provision shall be a default hereunder and, in that event, all of the sums secured by this Mortgage shall be immediately due and payable. If Borrower fails to pay such sums when due, Lender may without further notice or demand on Home buyer, invoke any remedies permitted by this Instrument.

2.06 SUBORDINATION.

- A. The Mortgage shall not be subordinated under any circumstances.
- B. To include any form of refinancing the loan or debt consolidation loan, etc.

2.07 OCCUPATION OF PREMISES. Borrower shall occupy and use the premises as Borrower's principal place of residency during the term of this mortgage. A violation of the terms of this provision shall be a default hereunder and, in that event, all of the sums secured by this Mortgage shall be immediately due and payable. If Borrower fails to pay such sums when due, Lender may without further notice or demand on Borrower, invoke any remedies permitted by this Instrument.

2.08 CONVEYANCE AFTER FIVE YEARS FROM DATE HEREOF. If the said sale, conveyance, transfer or assignment of any interest in the property referred to in the mortgage is after five years from the date hereof, and if maker is not in default of any terms or obligations of the mortgage, the sums owing pursuant to this note shall, upon payment, be reduced by twenty percent (20%) per year on the anniversary of the date of this note. On the fifth anniversary of this note, the balance due hereunder shall be reduced to zero.

DEFAULT AND REMEDIES

3.01 DEFAULT. The terms "Default" or "Defaults", wherever used in this mortgage, shall mean any one or more of the following events:

A. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness as evidenced by the first mortgage; or

B. Fallure by Borrower duly to observe or perform any other term, covenant, condition or agreement of the first Mortgage; or

C. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness; or

D. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of this Mortgage; or

E. Failure by Borrower duly to observe or perform any term, covenant, condition, or agreement in any other agreement now or hereafter evidencing, securing or otherwise relating to the Notes(s) or this Mortgage or the Indebtedness including the Loan Agreement; or

F. Any representation or warranty of Borrower relating to the Note(s), the Loan Agreement, Borrower's program application for participation in the SHIP Affordable Home buyer Down Payment/Closing Cost Assistance Project, this Mortgage or the Indebtedness proves to be untrue or misleading in any material respect; or

G. The filing by Borrower (or any maker, endorser or guarantor) or any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other laws or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower (or any such makers, endorser or guarantor) or all or any substantial part of the Premises or of any other property or assets of Borrower (such maker, endorser or guarantor) or all of the income, rents, issues, profits or revenues thereof, or the making by Borrower (or any such maker, endorser or guarantor) of any general assignment for the benefit of creditors, or the admission in writing by Borrower (or any such maker, endorser or guarantor) of any server anator) of any server anatory of any server and by Borrower (or any such maker, endorser or guarantor) of any creating in the appointment for the benefit of creditors, or the admission in writing by Borrower (or any such maker, endorser or guarantor) of any action and or guarantor) of an act of bankruptcy; or

H. The filing of a petition against Borrower (or any maker, endorser or guarantor) of the Note(s), seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Borrower (or any such maker, endorser or guarantor) or of all or any substantial part of the Premises or of any or all of the incomes, rents, issues, profits or revenues thereof unless such petition shall be dismissed within thirty (30) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

I. The Premises are subjected to actual or threatened waste, or any part thereof is removed, demolished or altered without the prior written consent of Lender.

3.02 ACCELERATION OF MATURITY. If a default shall have occurred, then the entire Indebtedness shall accelerate, at the option of Lender, immediately become due and payable in full without notice or demand, time being of the essence of the Note(s) and of this Mortgage; and no omission on the part of Lender to exercise such option when entitled to do so shall be construed as a waiver of such right.

3.03 RIGHT TO ENTER AND TAKE POSSESSION. If a Default shall have occurred, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Premises and if, and to the extent, permitted by law, Lender itself, or by such officers or agents as it may appoint, may enter and take possession of all of the Premises without the appointment of a receiver, or an application therefore, and may exclude Borrower.

3.04 RECEIVER. If a Default shall have occurred, Lender, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Indebtedness of the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Premises and to collect and apply the incomes, rents, issues, profils and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Florida. Borrower will pay to Lender upon demand all expenses, including reasonable receiver's fees, reasonable attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this Article III and any such amounts paid by Lender shall be added to the Indebtedness and shall be secured by this Mortgage.

3.05 ENFORCEMENT.

B,

A. If a Default shall have occurred, Lender, at its option, may institute legal proceedings for the foreclosure of any or all of its rights under this Mortgage.

Lender shall have the right from time to time to enforce any legal or equitable remedy against Borrower, including without limitation suing for any sums, whether interest, principal or any installment of either or both, taxes, penalties or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Indebtedness shall then be due, and without prejudice to the right of Lender thereafter to enforce any other remedy, including without limitation an action of foreclosure, whether or not such other remedy be based upon a Default which existed at the time of commencement of an earlier or pending action, and whether or not such remedy be based upon the same Default upon which an earlier or pending action is based. 3.06 WAIVER OF EXEMPTIONS. Borrower warrants that no portion of the Premises constitutes the "homestead" of any person whomsoever as defined by the laws and constitution of the State of Florida and hereby waives and renounces all exemption rights in and to the Premises as against the collection of the Indebtedness or any part thereof.

3.07 REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive or any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

3.08 WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's rights to accelerate the maturity of the Indebtedness secured by this Mortgage.

3.09 SUITS TO PROTECT THE PREMISES. Lender shall have the power to institute and maintain such suits and proceedings as it may deem expedient (i) to prevent any impairment of the Premises by any acts which may be unlawful or constitute a Default under this Mortgage, (ii) to preserve or protect its interest in the Premises and in the income, rents, issues, profits and revenues arising therefrom and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender. In any such action Lender shall be entitled to receive from Borrower all costs and reasonable attorney's fees.

MISCELLANEOUS

4.01 SUCCESSORS AND ASSIGNS. This Mortgage shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns. Whenever a reference in this Mortgage is made to "Borrower" or "Lender" such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors-in-title and assigns of Borrower and Lender., as the case may be. The foregoing shall not authorize the encumbrance, pledge, conveyance, transfer or assignment of all or any portion of Borrower's Interest in the Premises without the prior written consent of Lender.

4.02 SEVERABILITY. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.03 APPLICABLE LAW. This instrument shall be governed by and construed in accordance with the laws of the State of Florida.

4.04 TIME OF THE ESSENCE. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Mortgage, the Note(s) and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Indebtedness.

4.05 ATTORNEY'S FEES. The enforcement of the Note(s), this Mortgage or any other obligation evidencing, securing or otherwise relating to the Indebtedness, Lender shall be entitled to recover from Borrower all costs and reasonable attorney's fees. The meaning of the term "legal fees" or attorney's fees" or other references to the fees of attorneys or counsel, wherever used in this Mortgage, shall be deemed to include, without limitation, all reasonable legal fees relating to litigation or appeals at any and all levels of courts and administrative tribunals.

IN WITNESS WHEREOF, Homebuyer has executed this Mortgage as of the date first above written.

Signed, sealed and delivered	BORROWER:
	ADCL_
Signature: Jimme McFall	Borrower's Signature: Robert W. Cochran
Jaluis (?V. dal	abaria Cocha-
Signature:	-Co-Borrower's Signature: Maria Cochran

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this <u>18th</u> day of <u>October 2005</u>, by <u>Robert W. Cochran and</u> <u>Maria Cochran, husband and wife</u>, who (is/are personally known to me has/have produced <u>Drivers License</u> as identification) and who did not take an oath.

NOTARY PUBLIC Δ

Signature of Notary Public Print Name: Commission No: My Commission Expires: VALERIE A. VIDAL MY COMMISSION (D.C. 40 · · · EXPIRES: Adquist 28 - 23 - -Bonded Thru Holery Party unserver

Exhibit "A"

That portion of Lots 89 and 90, FIRST ADDITION TO OAKHURST, a subdivision of a portion of Section 31, Township 1 South, Range 30 West, Escambia County, Florida, according to plat thereof recorded in Plat Book 3, at Page 5 of the Public Records of said County; more particularly described as follows:

Commence at the Southwest corner of the said Lot 90; thence proceed East along the said South line of Lot 90 a distance of 44 feet to a point in the East line of a 66 foot County Road for the Point of Beginning of this description; thence North along the said East line of said 66 foot County Road a distance of 102.71 feet; thence East parallel with the said South line of Lot 90 (and an extension Easterly thereof) a distance of 159 feet; thence South parallel with the said East line of said 66 foot County Road a distance of 102.71 feet; thence South parallel with the said East line of said 66 foot County Road a distance of 102.71 feet; thence South parallel with the said East line of said 66 foot County Road a distance of 102.71 feet to a point in the South line of said Lot 89 (being the same as an extension Easterly of the South line of the said Lot 90); thence West a distance of 159 feet to the Point of Beginning of the hereinbefore described.

From:	Kristin D. Hual
To:	Eric T. Magoon
Cc:	Stephen G. West; Meredith R. Nunnari; Wanda M. Pearcey
Subject:	RE: 7320 Martinique Rd., Pensacola, FL 32504/ Our File 15-03347
Date:	Thursday, September 03, 2015 9:45:46 AM

If you wish to make an offer in compromise, you must submit the offer in writing for presentation and approval by the Board of County Commissioners. Otherwise, I would be pleased to accept service on behalf of the County.

Thank you-

Kristin D. Hual

From: Eric T. Magoon [mailto:etm@mccallaraymer.com]
Sent: Thursday, September 03, 2015 9:43 AM
To: Kristin D. Hual
Subject: RE: 7320 Martinique Rd., Pensacola,FL 32504/ Our File 15-03347

would estimate our re-foreclosure costs to be \$500. Please present this offer in exchange for a release to your client so that our client can avoid the time and expense of re-foreclosure. Otherwise as a subordinate lienholder, your client will be named and served, and receive nothing.

Thank you.

From: Kristin D. Hual [mailto:KDHUAL@co.escambia.fl.us]
Sent: Thursday, September 03, 2015 10:37 AM
To: Eric T. Magoon
Cc: Wanda M. Pearcey
Subject: RE: 7320 Martinique Rd., Pensacola,FL 32504/ Our File 15-03347

There is no interest on the debt. The pay-off amount is a flat \$5,000.00.

Thank you-

Kristin D. Hual

From: Eric T. Magoon [mailto:etm@mccallaraymer.com]
Sent: Thursday, September 03, 2015 9:25 AM
To: Kristin D. Hual
Cc: Robyn R. Katz; Leanna Parasram
Subject: RE: 7320 Martinique Rd., Pensacola,FL 32504/ Our File 15-03347

Can we obtain a payoff first before we decide?

Thank you.

From: Kristin D. Hual [mailto:KDHUAL@co.escambia.fl.us] **Sent:** Thursday, September 03, 2015 10:20 AM To: Eric T. Magoon Cc: Wanda M. Pearcey Subject: FW: 7320 Martinique Rd., Pensacola,FL 32504/ Our File 15-03347

Mr. Magoon-

According to our records, there was a default on the mortgage before the five year term expired, which triggered the acceleration provision. BB&T would need to re-foreclose to address the County's second mortgage. In the alternative, BB&T may pay off the full amount of the indebtedness rather than incur the cost of another foreclosure action.

Please advise as to how your client would like to proceed. Thank you-

Kristin D. Hual

From: Alison A. Rogers
Sent: Wednesday, September 02, 2015 3:20 PM
To: Kristin D. Hual
Cc: Dianne C. Simpson
Subject: FW: 7320 Martinique Rd., Pensacola,FL 32504/ Our File 15-03347

Can you assist by responding to this person?

From: Kristine M. Hill
Sent: Wednesday, September 02, 2015 2:40 PM
To: Alison A. Rogers
Subject: FW: 7320 Martinique Rd., Pensacola, FL 32504/ Our File 15-03347

From the "Legal" email address.

From: Eric T. Magoon [mailto:etm@mccallaraymer.com]
Sent: Wednesday, September 02, 2015 2:39 PM
To: Legal
Subject: 7320 Martinique Rd., Pensacola,FL 32504/ Our File 15-03347

Good afternoon,

We represent the first mortgage holder Branch Banking & Trust Company in which the attached junior mortgage in favor of Escambia County and the City of Pensacola expressly subordinates to in paragraph 1.02. We originally were going to request a release of the mortgage as it was missed in the foreclosure action. On further review of the attached mortgage in the amount of \$5,000 for down payment/closing cost assistance recorded in ORB 5764-1737, it appears to have matured 5 years from the date of the mortgage on 10/18/10 and will expire as a lien five years from the date of maturity on 10/18/15. Please confirm your agreement with our reading of the mortgage. We call your attention to the top of the first page of the mortgage where for date entered into it states 10/18/05. Paragraph 1.01 states that the note is of even date herewith. Paragraph 2.08 states that on the fifth anniversary of the note, the balance due thereunder, shall be reduced to zero.

Thank you in advance for your prompt attention to this matter.

Eric T. Magoon, Esq.

Licensed in Florida Foreclosure Department Ft. Lauderdale Associate Attorney McCalla Raymer, LLC 110 SE 6th Street, 24th Floor Ft. Lauderdale, FL 33301 Phone: (954) 332-9401 Email: <u>etm@mccallaraymer.com</u>

Designated Primary Email For Service Pursuant to Fla. R. Jud. Admin 2.516 mrservice@mccallaraymer.com

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out more Click Here.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8958 BCC Regular Meeting

Public Hearings 10.

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending Chapter 18, Article II, Division 2, Section 18-56 and Article II, Division 3, Section 18-80, of the Escambia County Code of Ordinances, to reduce the number of Contractor Competency Board members from 15 to 9, and requiring reexamination of any Certificates of Competency expired for a period of three years or greater.

<u>Recommendation</u>: That the Board adopt an Ordinance amending Chapter 18, Article II, Division 2, Section 18-56, of the Escambia County Code of Ordinances to reduce the number of Contractor Competency Board members from 15 to 9, and amending Chapter 18, Article II, Division 3, Section 18-80, of the Escambia County Code of Ordinances to require reexamination for Certificates of Competency expired for a period of time of three years or greater.

BACKGROUND:

At its September 3, 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:

The Ordinance was reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Chapter 18, Article II of the Escambia County Code of Ordinances, enacted on August 7, 2004, established 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

5:31 P.H. PNJ Affidavit

ORDINANCE NUMBER 2015-___

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.

WHEREAS, Chapter 18, Article II of the Escambia County Code of Ordinances

establishes the Escambia County Contractor Competency Board and vests the

Competency Board with certain duties related to the licensing of contractors in

Escambia County; and

WHEREAS, the Escambia County Building Official has identified two areas

where greater efficiencies may occur in the administration of the Competency Board's

licensing program; and

WHEREAS, the Building Official desires to reduce the Competency Board's

membership from 15 members to 9 members in accordance with F.S. § 162.05(2) that

sets forth requirements for a local government enforcement board; and

WHEREAS, the Building Official also requests that reexamination be required for Certificates of Competency expired for a period of three years or greater; and

WHEREAS, both changes will require amendments to Chapter 18, Article II; and

WHEREAS, the Building Official has presented both requests to the Competency Board and they concur with the necessity of the amendments; and WHEREAS, the Board of County Commissioners finds that these amendments 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, safety, and welfare.

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

SECTION 1.

Chapter 18, Article II, Division 2, Section 18-56 of the Escambia County Code of Ordinances is hereby amended to read as follows (words <u>underlined</u> are additions and words stricken are deletions):

Sec. 18-56. – Contractor competency board.

(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-conditioning contractor, <u>or</u> 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 profession. The county attorney shall be advisor to the contractor competency board.

The building official, or his designee shall be the ex officio secretary to the contractor competency board.

(b) Members of the contractor competency board shall serve terms of three years. A vacancy on the competency board shall be filled by appointment by the board of county commissioners for any unexpired term.

(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 expired, may be reappointed to additional terms at the discretion of the board of county commissioners. Members whose terms have expired shall serve until a reappointment is made to the Board by the Board of County Commissioners.

(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.

(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 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 Ordinances is hereby amended to read as follows (words <u>underlined</u> are additions and 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 guidelines uniformly to all applicants seeking restoration of certificates under this section. If the contractor competency board determines, after reexamining the applicant's qualifications in accordance with the guidelines, that restoration of the expired certificate in the category of prior registration should not be approved, the board may either reissue the applicant a certificate in a lesser category for which the applicant is found qualified, or may require the applicant to take the examination required under section 18-76 in the category for which restoration of the certificate is sought.

<u>A certificate or registration which is inoperative because of failure to renew</u> <u>after ninety (90) days of the expiration date, but within three (3) years of the expiration</u> <u>date, shall be restored on payment of a late fee in the amount of \$200.00, plus</u> <u>payment of all annual renewal periods and required documentation to bring the</u> <u>certificate current.</u>

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

(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.

(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.

Section 3. Severability.

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

Section 4. Inclusion in 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.

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

DONE AND ENACTED this ____ day of _____, 2015.

	o form and legal
sufficiency.	10 1
By/litle	Crawford
Date:	14151

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

ATTEST: PAM CHILDERS Clerk of the Circuit Court

> BY: _____ Deputy Clerk

(Seal)

Enacted: Filed with Department of State: Effective:



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

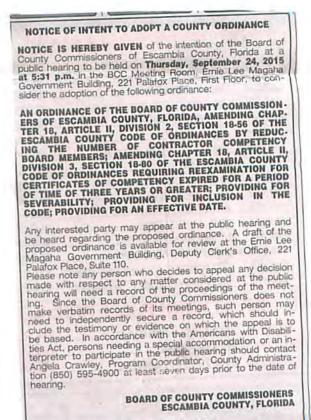
Was published in said newspaper in the issue(s) of:

September 12TH, 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 14TH day of September, 2015, by <u>Veronica De Voe-Goldsmith</u>, who is personally known to me.

Affiant Michele M. Jetter Notary Public



Legal No. 1647284 1T September 12, 2015

MICHELE M. POTTER Notary Public - State of Florida Comm. Expires June 30, 2018 Comm. No. FF 137644



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8961	Public Hearings 11.			
BCC Regular Meeting				
Meeting Date:	09/24/2015			
Issue:	5:32 p.m. 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:

5:32 p.m. Public Hearing for consideration of 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.

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

At its September 3, 2015 meeting, the Board approved setting the Public Hearing for consideration of adopting the above-referenced ordinance.

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 advertised 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

Attachments

Ordinance Proof of Publication

ORDINANCE NO. 2015-

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS AMENDING THE ESCAMBIA COUNTY CODE OF ORDINANCES PART I, CHAPTER 14, ART. III, SECTIONS 14-61 THROUGH 14-65 BUILDINGS AND BUILDING REGULATIONS; ESTABLISHING LOCAL ADMINISTRATIVE AND TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE SPECIFIC TO SANTA ROSA ISLAND; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Chapter 553, Fla. Stat., was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amending, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, the Escambia County Board of County Commissioners is adopting a requirement to (1) regulate the area within the jurisdiction of the Santa Rosa Island Authority 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, and, pursuant to s. 553.73(5), Fla. Stat., is formatting those requirements to coordinate with the Florida Building Code; and

WHEREAS, the Escambia County Board of County Commissioners previously adopted requirements to (1) increase the minimum elevation requirement for buildings and structures; and (2) require nonconversion agreements for certain enclosed areas below elevated buildings, prior to July 1, 2010 and pursuant to s. 553.73(b), Fla. Stat., is formatting that requirement to coordinate with the Florida Building Code; and

WHEREAS, the Board of County Commissioners has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*; and

WHEREAS, the Board of County Commissioners finds this ordinance serves the health, safety, welfare of the residents to and visitors to Escambia County, Florida.

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

Therefore, this ordinance creates Part I, Chapter 14, Art. III, Sections 14-61 through 14-65, Local Amendments to the Florida Building Code Applicable in Pensacola Beach under the Control of the Santa Rosa Island Authority.

SECTION 1. Thereby created as follows, with additions to the Florida Building Code indicated with <u>underlines</u> and deletions with strikethroughs:

Sec. 14-61. – Short title. This article shall be known and may be cited as the "Local Amendments to the Florida Building Code Applicable in Pensacola Beach under the Control of the Santa Rosa Island Authority."

Sec. 14-62. – Local administrative amendments to the Florida Building Code, Building. The *Florida Building Code, Building* is hereby amended by the following administrative amendment.

Modify Sec. 107.3.5 as follows:

107.3.5 Minimum plan review criteria for buildings.

Commercial Buildings: Building

8. Structural requirements shall include:

Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage-resistant materials, <u>and nonconversion</u> <u>lease amendment</u>.

Residential (one- and two-family)

6. Structural requirements shall include:

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, flood damage-resistant materials, <u>and nonconversion</u> <u>lease amendment.</u>

Sec. 14-63. – Local technical amendments to the Florida Building Code, Building Amendments. The *Florida Building Code, Building* is hereby amended by the following technical amendments.

(1) Add a new definition in Section 202 as follows:

SUBSTANTIAL IMPROVEMENT. Any <u>combination of</u> repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure <u>taking</u> <u>place during a 10-year period</u>, the <u>cumulative</u> cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the 10-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to the date of this ordinance. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the <u>Escambia County</u> <u>B</u>building <u>O</u>efficial and that are the minimum necessary to assure safe living conditions.

2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(2) Add a new Sec. 1612.4.1as follows:

1612.4.1 SRIA specific requirements.

1. <u>All buildings and structures within the jurisdiction of the SRIA shall be</u> <u>designed and constructed in accordance with the requirements of ASCE 24</u> <u>applicable to coastal high hazard areas.</u>

2. <u>The minimum elevation requirements shall be as specified in ASCE 24 or</u> the base flood elevation plus 3 feet, whichever is higher.

Sec. 14-64. – Local technical amendments to the Florida Building Code, Residential. The *Florida Building Code, Residential* is hereby amended by the following technical amendment.

(1) Modify Sec. R322.2 as follows:

R322.2 Flood hazard areas (including A Zones). All buildings and structures within the jurisdiction of the SRIA shall be designed and constructed in accordance with Section R322.3. All areas that have been determined to be prone to flooding but not subject to high velocity wave action shall be designated as flood hazard areas. Flood hazard areas that have been delineated as subject to wave heights between 11/2 feet (457 mm) and 3 feet (914 mm) shall be designated as Coastal A Zones. All building and structures constructed in whole or in part in flood hazard areas shall be designed and constructed in accordance with Sections R322.2.1 through R322.2.3.

(2) Modify Sec. R322.3.2 as follows:

R322.3.2 Elevation requirements.

1. All buildings and structures erected within coastal high hazard areas shall be elevated so that the lowest portion of all structural members supporting the lowest floor, with the exception of piling, pile caps, columns, grade beams, <u>mat</u> <u>and raft foundations, and bracing</u>, is elevated to or above the <u>base flood</u> <u>elevation plus 3 feet or the</u> design flood elevation, <u>whichever is higher</u>.

2. <u>Cross bracing shall not be permitted unless a building or structure does</u> not have walls designed to break away and provided the bracing is located above the base flood elevation plus 3 feet or the design flood elevation, whichever is higher, and provided such bracing is perpendicular to the shoreline. Cross bracing shall not be used as part of the structural calculations to meet the required design criteria.

3. Basement floors that are below grade on all sides are prohibited.

4. The use of fill for structural support is prohibited.

5. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.

Exception: Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5.

(3) Modify Sec. R322.3.4 as follows:

R322.3.4 Walls below design flood elevation. Walls and partitions are permitted below the elevated floor, provided that such walls and partitions are not part of the structural support of the building or structure and:

1. Electrical, mechanical, and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads; and

2. The walls are constructed with insect screening or open lattice; or

3. The walls are designed to break away or collapse without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Such walls, framing and connections shall have a design safe loading resistance of not less than 10 (470 Pa) and no more than 20 pounds per square foot (958 Pa); or

4. Where wind loading values of this code exceed 20 pounds per square foot (958 Pa), the construction documents shall include documentation prepared and sealed by a registered design professional that:

4.1. The walls and partitions below the design flood elevation have been designed to collapse from a water load less than that which would occur during the design flood.

4.2. The elevated portion of the building and supporting foundation system have been designed to withstand the effects of wind and flood loads acting simultaneously on all building components (structural and nonstructural). Water

loading values used shall be those associated with the design flood. Wind loading values used shall be those required by this code.

5. <u>Walls shall be provided with flood openings that meet the criteria in</u> R322.2.2, Item 2.

Sec. 14-65. – Local technical amendments to the Florida Building Code, Existing Building. The *Florida Building Code, Existing Building* is hereby amended by the following technical amendment.

Modify a definition in Section 202 as follows:

SUBSTANTIAL IMPROVEMENT. Any <u>combination of</u> repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure <u>taking</u> <u>place during a 10-year period</u>, the <u>cumulative</u> cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the 10-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to the date of this ordinance. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the Escambia County Building Official and that are the minimum necessary to assure safe living conditions.

2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

SECTION 2. Fiscal Impact Statement.

In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 3. Applicability.

For the purposes of jurisdictional applicability, this ordinance shall apply within jurisdiction of the Santa Rosa Island Authority. This ordinance shall apply to all applications for development approval, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 4. 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 5. 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, 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 6. Effective Date.

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

DONE AND ENACTED this _____ day of ______, 2015.

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

By: _____

Steven Barry, Chairman

ATTEST: PAM CHILDERS Clerk of the Circuit Court

Ву: _____

Deputy Clerk

Approved as to form and legal sufficiency. By/Title:

(SEAL)

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:

September 13TH, 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 15TH day of SEPTEMBER, 2015, by <u>Veronica De Voe-Goldsmith</u>, who is personally known to me.

Affiant Thehele M fetter Notary Public



MICHELE M. POTTER Notary Public - State of Florida Comm Expires June 30, 2018 Comm No. FF 137644



AI-8987	
BCC Regular M	eeting
Meeting Date:	09/24/2015
Issue:	Committee of Whole Recommendation
From:	Pam Childers, Clerk of the Circuit Court & Comptroller
Organization:	Clerk & Comptroller's Office
CAO Approval:	N/A

RECOMMENDATION:

Committee of the Whole Recommendation.

Recommendation:

That the Board take the following actions, as recommended by the Committee of Whole (C/W), at the September 10, 2015, C/W Workshop:

A. Approve allocating \$50,000 for the next phase of work to formulate a development and implementation plan for the revitalization of the West Moreno District near Baptist Hospital, and direct staff to identify the funding source at the September 24, 2015, Board meeting;

B. Direct staff to not move forward in the process of developing a Regional Transit Authority and to not ask the Transportation Planning Organization to expend any more funds;

C. Take the following action concerning funding in the 2040 Long Range Transportation Plan Cost Feasible Plan:

(1) Direct staff to continue as planned on the following Projects A-E, and adjust Project A as needed for the Interchange:

Project A: U.S. 29 Connector from Nine Mile Road to U.S. 29, PD&E - \$5.05M (2016-2020), Design - \$6.7M (2016-2020), ROW - \$1.625M (2021-2025), CST - \$61.9M
Project B: Blue Angel Parkway from Sorrento road to U.S. 98, ROW - \$15M (2021-2025), CST - \$36M (2031-2040)
Project C: Langley Avenue/Tippin Avenue/9th Avenue, Design - \$2.5M (2021-2025), ROW - \$7.2M (2026-2030), CST - \$20M (2026-2030)
Project D: Longleaf Drive from Pine Forest Road to Wymart Road, ROW - \$3M (2026-2030), CST - \$8.2M (2031-2040)

12.

• Project E: Pinestead Drive from Wymart Road to U.S. 29, ROW - \$5M, CST - \$15M (2031-2040)

(2) Direct staff to quickly find solutions to alleviate issues in the intersections in the near future for Project F - Sorrento Road from Innerarity Point Road to Blue Angel, Design - \$1.1M (Current), ROW - \$20M (2021-2025), CST - \$43,665,891 (2031-2040); and

(3) Direct staff to wait and see what the DPZ Master Plan says is the right thing to do for Project G - Perdido Key from the Alabama Line to Innerarity Point Road, Design - \$1.2M (2021-2025), ROW - \$11.2M (2021-2026); and

D. Accept the offer from Martin Mency of \$500,000 for sale of the bus stop amenities and advertising contracts with the caveat on the advertising that Escambia County have the contracts that are within the term that the County is buying actually come to fruition.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-8951Clerk & Comptroller's Report13. 1.BCC Regular MeetingConsentMeeting Date: 09/24/2015Issue:TDT Collection Data for the July 2015 Returns Received in August 2015

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the July 2015 Returns received in August 2015

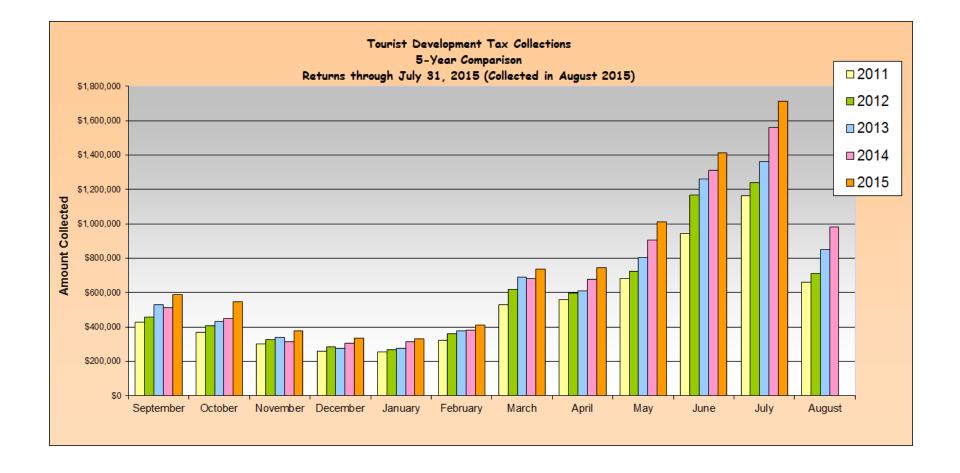
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the July 2015 returns received in the month of August 2015, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eleventh month of collections for the Fiscal Year 2015; total collections for the month of July 2015 returns was \$1,711,421.32; this is a 9.69% increase over the July 2014 returns; total collections year-to-date are 10.80% more than the comparable time frame in Fiscal Year 2014.

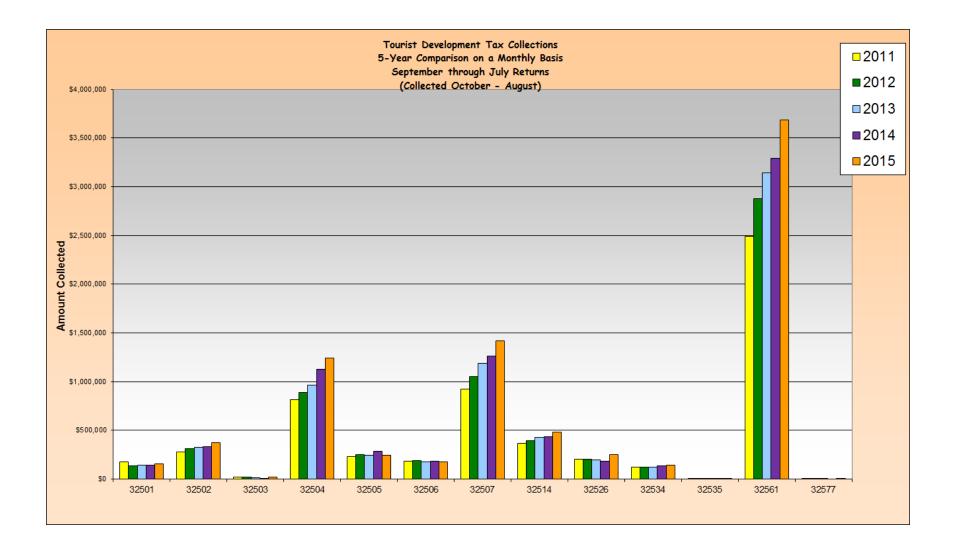
Attachments

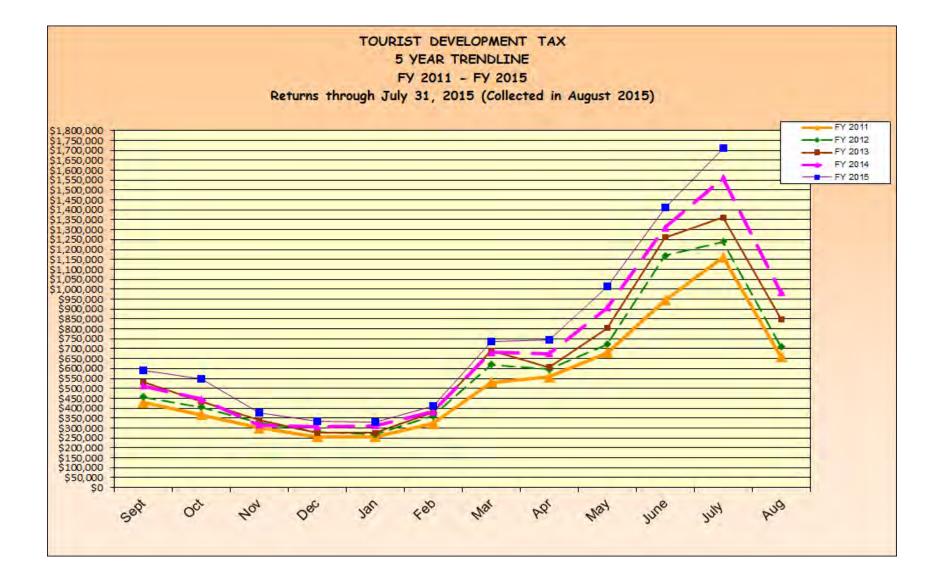
TDT Collection Data for the July 2015 Returns received in August 2015

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

	Fiscal Year 2015	Fiscal Year 2014		
Zip	YTD Collected	YTD Collected		%
Code			Difference	Change
32501	156,370	146,171	10,199	7%
32502	373,248	335,280	37,968	11%
32503	22,230	9,668	12,562	130%
32504	1,244,393	1,128,668	115,725	10%
32505	247,047	285,720	(38,673)	-14%
32506	177,122	185,272	(8,150)	-4%
32507	1,418,119	1,264,926	153,193	12%
32514	482,770	437,170	45,600	10%
32526	254,732	186,160	68,572	37%
32534	142,400	135,819	6,581	5%
32535	2,134	3,291	(1,157)	-35%
32561	3,687,958	3,290,415	397,543	12%
32562	-	-	-	0%
32577	465	-	465	0%
Total	\$ 8,208,988	\$ 7,408,560	\$ 800,428	11%







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

	32501		32502		32503		32504		32505	
					Cordova		Davis & Scenic Hwy		South of Michigan Av	
Month of	Downtown	% OF	Other Downtown	% OF	Mall & South	% OF	South of I-10 including	% OF	East of Mobile Hwy	% OF
Collection	Area	Total	Area	Total	Area	Total	Airport Area	Total	West of Pace Blvd	Total
10/14	12,081	2%	28,345	5%	1,001	0%	90,113	15%	17,610	3%
11/14	11,576	2%	28,797	5%	1,508	0%	91,522	17%	19,570	4%
12/14	10,150	3%	23,205	6%	1,947	1%	85,208	22%	12,546	3%
01/15	8,965	3%	19,469	6%	1,080	0%	76,865	23%	14,358	4%
02/15	9,315	3%	20,156	6%	1,559	0%	78,723	24%	11,946	4%
03/15	10,927	3%	25,024	6%	1,737	0%	90,663	22%	15,462	4%
04/15	15,383	2%	37,903	5%	2,281	0%	129,750	18%	24,175	3%
05/15	14,931	2%	41,734	6%	2,716	0%	119,958	16%	26,063	4%
06/15	18,273	2%	46,322	5%	2,944	0%	142,031	14%	30,202	3%
07/15	19,902	1%	47,867	3%	3,244	0%	152,398	11%	37,190	3%
08/15	24,866	1%	54,427	3%	2,213	0%	187,162	11%	37,927	2%
Total	\$ 156,370	2%	\$ 373,248	5%	\$ 22,230	0%	\$ 1,244,393	15%	\$ 247,047	3%

	32506		32507		32514		32526		32534	
	Lillian Hwy		Bayou Chico to		Palafox & Scenic		Mobile Hwy North		I-10 &	
Month of	& Highway 98	% OF	Perdido Key South	% OF	Hwy North of	% OF	of Michigan	% OF	Pensacola	% OF
Collection	Area	Total	of Sorrento Area	Total	I-10 Area	Total	Avenue Area	Total	Bivd North Area	Total
10/14	13,395	2%	91,990	16%	34,533	6%	13,979	2%	10,808	29
11/14	14,690	3%	75,256	14%	36,155	7%	14,417	3%	10,733	29
12/14	12,375	3%	38,153	10%	31,823	8%	14,509	4%	9,370	29
01/15	7,525	2%	31,710	9%	31,878	9%	9,581	3%	9,763	39
02/15	10,575	3%	41,775	13%	31,056	9%	22,378	7%	9,109	39
03/15	13,079	3%	58,292	14%	32,364	8%	16,867	4%	10,206	29
04/15	21,703	3%	109,368	15%	47,807	7%	27,868	4%	13,465	29
05/15	14,668	2%	108,012	15%	49,305	7%	27,070	4%	13,915	2%
06/15	21,474	2%	159,019	16%	55,183	5%	30,882	3%	14,862	19
07/15	21,799	2%	326,639	23%	60,455	4%	34,694	2%	17,244	19
08/15	25,838	2%	377,905	22%	72,212	4%	42,487	2%	22,924	19
Total	\$ 177,122	2%	\$ 1,418,119	17%	\$ 482,770	6% \$	254,732	3% \$	142,400	2

			<u></u>	Zip	Code		<u></u>			
	32535		32561		32562		32577			
Γ	Century	The second secon	Pensacola							
Month of	(Other)	% OF	Beach	% OF	Other	% OF	Molino	% OF	Total	% OF
Collection	Area	Total	Area	Total		Total	Area	Total	Month	Total
10/14	124	0%	275,711	47%	-	0%		- 0	% 589,691	100%
11/14	213	0%	243,220	44%	-	0%		415 0	% 548,072	100%
12/14	104	0%	139,615	37%	-	0%		- 0	% 379,004	100%
01/15	102	0%	124,512	37%	-	0%		- 0	% 335,807	100%
02/15	111	0%	93,287	28%	-	0%		- 0	% 329,990	100%
03/15	104	0%	137,546	33%	-	0%		- 0	% 412,271	100%
04/15	162	0%	304,391	41%	-	0%		- 0	% 734,257	100%
05/15	316	0%	324,801	44%	-	0%		- 0	% 743,490	100%
06/15	651	0%	490,812	48%	-	0%		50 0	% 1,012,704	100%
07/15	138	0%	690,712	49%	-	0%		- 0	% 1,412,281	100%
08/15	107	0%	863,353	50%	-	0%		- 0	% 1,711,421	100%
- Total	\$ 2,134		\$ 3,687,958	45% \$		0%	\$	465 0	% \$ 8,208,988	100%

H:CLERK/AR\Tourisi Development Monthly Report\TDT Monthly Reports - FY 2015\TDT Collects 8-2015Fiscal Year 2015 Percentage YTD

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

	32501		32502		32503		32504		32505	
					Cordova		Davis & Scenic Hwy		South of Michigan Av	
Month of	Downtown	% OF	Other Downtown	% OF	Mall & South	% OF	South of I-10 including	% OF	East of Mobile Hwy	% OF
Collection	Area	Total	Area	Total	Area	Total	Airport Area	Total	West of Pace Blvd	Total
10/13	13,056	3%	21,773	4%	74	0%	76,053	15%	12,054	2%
11/13	12,292	3%	22,419	5%	337	0%	79,832	18%	13,031	3%
12/13	10,461	3%	19,840	6%	127	0%	70,183	22%	14,698	5%
01/14	9,803	3%	17,221	6%	167	0%	69,013	22%	13,282	4%
02/14	10,841	3%	21,057	7%	178	0%	74,550	24%	13,539	4%
03/14	10,364	3%	21,766	6%	218	0%	81,636	21%	31,380	8%
04/14	13,428	2%	34,102	5%	1,536	0%	120,455	18%	44,655	7%
05/14	13,279	2%	36,691	5%	1,601	0%	112,153	17%	34,546	5%
06/14	16,539	2%	46,177	5%	1,609	0%	141,447	16%	31,553	3%
07/14	16,906	1%	44,427	3%	1,892	0%	137,655	11%	35,989	3%
08/14	19,205	1%	49,806	3%	1,928	0%	165,692	11%	40,994	3%
Total -	\$ 146,171	2%	\$ 335,280	5%	\$ 9,668	0%	\$ 1,128,668	15%	\$ 285,720	

						Zip Code				
	32506		32507		32514		32526		32534	
	Lillian Hwy		Bayou Chico to		Palafox & Scenic		Mobile Hwy North		I-10 &	
Month of	& Highway 98	% OF	Perdido Key South	% OF	Hwy North of	% OF	of Michigan	% OF	Pensacola	% OF
Collection	Area	Total	of Sorrento Area	Total	I-10 Area	Total	Avenue Area	Total	Blvd North Area	Total
10/13	13,722	3%	82,445	16%	34,979	7%	13,977	3%	9,085	2%
11/13	13,745	3%	57,245	13%	34,218	8%	12,873	3%	9,119	2%
12/13	12,565	4%	29,240	9%	23,703	8%	13,183	4%	8,083	3%
01/14	11,745	4%	33,224	11%	30,444	10%	13,144	4%	9,909	3%
02/14	13,039	4%	36,787	12%	27,435	9%	15,556	5%	9,583	3%
03/14	13,708	4%	51,525	14%	29,970	8%	13,106	3%	9,135	2%
04/14	19,467	3%	96,984	14%	41,559	6%	17,608	3%	12,382	2%
05/14	16,463	2%	92,971	14%	40,662	6%	17,818	3%	12,711	2%
06/14	22,183	2%	138,352	15%	53,756	6%	21,892	2%	16,360	2%
07/14	22,495	2%	296,484	23%	56,319	4%	21,918	2%	18,245	1%
08/14	26,140	2%	349,669	22%	64,124	4%	25,086	2%	21,207	1%
Total	\$ 185,272	3%	\$ 1,264,926	17%	\$ 437,170	6%	\$ 186,160	3% \$	135,819	2%

	32535		32561		32562		32577			
	Century		Pensacola							
Month of	(Other)	% OF	Beach	% OF	Other	% OF	Molino	% OF	Total	% OF
Collection	Area	Total	Area	Total		Total	Area	Total	Month	Total
10/13	241	0%	236,152	46%	-	0%		- 0%	513,615	100%
11/13	208	0%	191,723	43%	-	0%		- 0%	447,042	1009
12/13	104	0%	113,290	36%	-	0%		- 0%	315,476	100
01/14	89	0%	99,026	32%	-	0%		- 0%	307,067	100
02/14	54	0%	89,221	29%	-	0%		- 0%	311,839	100
03/14	73	0%	118,477	31%	-	0%		- 0%	381,359	100
04/14	231	0%	278,609	41%	-	0%		- 0%	681,012	100
05/14	163	0%	296,405	44%	-	0%		- 0%	675,459	1009
06/14	465	0%	415,572	46%	-	0%		- 0%	905,904	100
07/14	608	0%	656,571	50%	-	0%		- 0%	1,309,510	100
08/14	1,056	0%	795,370	51%	-	0%		- 0%	1,560,278	100
- Total	\$ 3,291	0%	3,290,415	44% \$		0% \$		- 0%	\$ 7,408,560	100

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

	-			THRE	EE (3%) PERCE COLLE	NT TOURIST 1 CTED 2006-20		1			
Month Of	For The						a de de de la deserver				
Collection	Month Of	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
OCT	SEP	\$302,728	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300	\$385,209	\$442,268
NOV	OCT	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054
DEC	NOV	229,491	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253
JAN	DEC	198,766	179,798	163,665	169,734	164,750	192,546	212,164	207,117	230,300	251,856
FEB	JAN	205,121	179,184	180,694	176,773	171,885	192,262	200,843	205,954	233,879	247,492
MAR	FEB	225,806	212,686	227,362	215,131	201,473	241,571	270,226	283,812	286,019	309,204
APR	MAR	312,491	328,479	344,151	297,195	330,261	397,690	464,002	518,242	510,758	550,693
MAY	APR	288,754	315,555	303,720	338,268	358,871	417,733	447,350	455,554	506,593	557,617
JUN	MAY	343,616	387,614	474,863	387,513	417,285	510,038	542,048	601,927	679,428	759,528
JUL	JUN	426,840	590,236	605,739	598,667	510,928	708,757	876,396	946,229	982,133	1,059,211
AUG	JUL	544,447	655,699	687,552	714,120	535,005	871,107	930,410	1,021,761	1,170,208	1,283,566
	TOTAL	\$3,340,321	\$3,531,962	\$3,720,618	\$3,591,573	\$3,418,258	\$4,356,228	\$4,836,500	\$5,218,992	\$5,556,420	\$6,156,741

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

		1	A	DDITIONAL ON	E (1%) PERCE COLLECTED		AX DOLLARS	4			
Month Of	For The										
Collection	Month Of	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
OCT	SEP	\$100,760	\$81,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	\$132,767	\$128,403	\$147,423
NOV	OCT	87,266	74,882	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018
DEC	NOV	76,287	70,980	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751
JAN	DEC	65,960	59,933	54,555	56,578	54,917	64,182	70,721	69,039	76,767	83,952
FEB	JAN	67,836	59,728	60,231	58,924	57,295	64,087	66,948	68,651	77,960	82,497
MAR	FEB	74,453	70,895	75,787	71,710	67,158	80,524	90,075	94,604	95,340	103,068
APR	MAR	103,411	109,493	114,717	99,065	110,087	132,563	154,667	172,747	170,253	183,564
MAY	APR	94,971	105,185	101,240	112,756	119,624	139,244	149,117	151,851	168,864	185,872
JUN	MAY	113,025	129,205	158,288	129,171	139,095	170,013	180,683	200,642	226,476	253,176
JUL	JUN	142,210	196,745	201,913	199,556	170,309	236,252	292,132	315,410	327,378	353,070
AUG	JUL	181,477	218,566	229,184	238,040	178,335	290,369	310,137	340,587	390,069	427,855
	TOTAL	\$1,107,656	\$1,177,321	\$1,240,206	\$1,197,191	\$1,139,419	\$1,452,076	\$1,612,167	\$1,739,664	\$1,852,140	\$2,052,247



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-9017Clerk & Comptroller's Report13. 2.BCC Regular MeetingConsentMeeting Date:09/24/2015Issue:August 2015 Investment ReportFrom:Pam Childers, Clerk of the Circuit Court & ComptrollerOrganization:Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the August 31, 2015 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended August 31, 2015, as required by Ordinance Number 95-13; on August 31, 2015, the portfolio market value was \$258,932,896 and portfolio earnings totaled \$133,537 for the month; the short-term portfolio yield was 0.22%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.14%; the enhanced cash portfolio achieved a yield of 0.68%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.39%; the long-term CORE portfolio achieved a yield of 1.20%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.97%.

Attachments

August 2015 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

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



Prepared by:

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



INVESTMENT PORTFOLIO COMPOSITION

	Market \	/alue	
SUMMARY OF INVESTMENT ALLOCATION	July 31, 2015	A	ugust 31, 2015
Bank Accounts	\$ 9,632,210	\$	23,372,736
Money Market Accounts	55,272,405		55,283,738
State Board of Administration	51,341,185		42,350,389
Certificates of Deposit	10,000,000		10,000,000
Money Market Mutual Fund	183,226		229,146
U.S. Treasury Bond/Notes	40,681,819		40,622,801
Federal Agency Bond/Note	44,576,378		44,534,564
Municipal Bonds	5,466,349		5,462,096
Corporate Notes	24,573,910		24,507,668
Commercial Paper	12,570,037		12,569,758
Total Portfolio Assets:	\$ 254,297,519	\$	258,932,896
Current Month Earnings:	\$ 217,784	\$	133,537
Fiscal Year to Date Earnings:	\$ 1,468,390	\$	1,601,927

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	July 31, 2015	1	August 31, 2015
Market Value	\$ 126,245,800	\$	131,006,864
Short Term Portfolio Yield:	0.24%		0.22%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.14%		0.14%
Fiscal YTD Earnings:	\$ 292,193	\$	314,650
ENHANCED CASH PORTFOLIO:	July 31, 2015		August 31, 2015
Market Value	\$ 40,140,693	\$	40,133,066
Enhanced Cash Portfolio Yield to Maturity at Cost:	0.67%		0.689
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:	0.32%		0.39%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.63%		0.719
Effective Duration (Years)	1.25		1.1
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.79		1.7
Fiscal YTD Earnings:	\$ 146,797	\$	169,431
	July 31 2015		August 31 2015
	\$ July 31, 2015 87,911,026	\$	August 31, 2015 87,792,966
Market Value	\$, ,		87,792,966
Market Value CORE Portfolio Yield to Maturity at Cost:	\$ 87,911,026		87,792,966
Market Value CORE Portfolio Yield to Maturity at Cost: Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	\$ 87,911,026 1.20%	\$	87,792,966 1.209 0.979
Market Value CORE Portfolio Yield to Maturity at Cost: Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index: CORE Portfolio Total Return:	\$ 87,911,026 1.20% 0.91%	\$	
LONG TERM CORE PORTFOLIO: Market Value CORE Portfolio Yield to Maturity at Cost: Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index: CORE Portfolio Total Return: Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index: Effective Duration (Years) Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	\$ 87,911,026 1.20% 0.91% 0.22%	\$	87,792,966 1.20 0.979 -0.069

$\varphi = 1,023,400 \varphi = 1,117,04$	Fiscal YTD Earnings:	\$	1,029,400	\$	1,117,846
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ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS INVESTMENT PORTFOLIO REPORT FISCAL YEAR 2014-2015 August 31, 2015

SHORT TERM INVESTMENT PORTFOLIO:

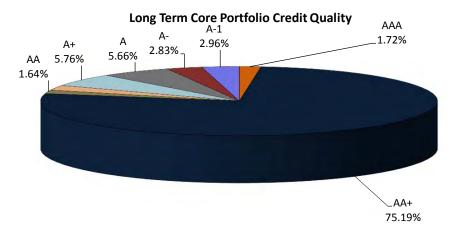
PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

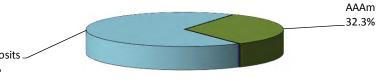
CREDIT QUALITY:		Short Term Portfolio Credit Qualit
Market Value Per	cent Allocation	
\$ 23,372,736	17.8%	
55,283,738	42.2%	
10,000,000	7.6%	
42,350,389	32.3%	
	Bank Deposits	
\$ 131,006,864	100.0% 67.7%	
	\$ 23,372,736 55,283,738 10,000,000 42,350,389	Market Value Percent Allocation \$ 23,372,736 17.8% 55,283,738 42.2% 10,000,000 7.6% 42,350,389 32.3% Bank Deposits ~

LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Μ	larket Value	Percent Allocation
U.S. Treasury Bond / Note	\$	36,119,949	41.1%
Federal Agency Bond / Note		26,522,977	30.2%
Municipal Obligations		5,462,096	6.2%
Commercial Paper		2,594,852	3.0%
Corporate Note		16,981,522	19.3%
Money Market Mutual Fund - Federated Government		111,569	0.1%
Total Long Term Core Portfolio Assets:	\$	87,792,966	100.0%

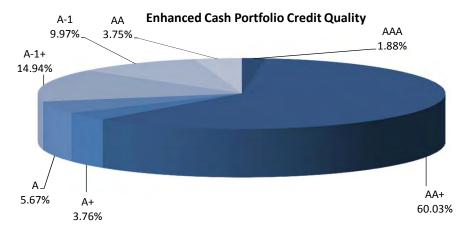




ENHANCED CASH INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	M	larket Value	Percent Allocation
U.S. Treasury Bond / Note	\$	4,502,852	11.2%
Federal Agency Bond / Note		18,011,587	44.9%
Corporate Note		7,526,146	18.8%
Commercial Paper		9,974,906	24.9%
Money Market Mutual Fund - Federated Government		117,577	0.3%
Total Enhanced Cash Portfolio Assets:	\$	40,133,066	100.0%





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

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 42,350,389	16.4%	25%	Yes
United States Treasury Securities	40,622,801	15.7%	100%	Yes
Federal Instrumentalities	44,534,564	17.2%	100%	Yes
Certificates of Deposit	10,000,000	3.9%	20%	Yes
Savings Accounts	55,283,738	21.4%	100%	Yes
Commercial Paper	12,569,758	4.9%	25%	Yes
Corporate Notes	24,507,668	9.5%	20%	Yes
State and/or Local Government Debt	5,462,096	2.1%	25%	Yes
Bank Accounts - Bank of America	23,372,736	9.0%	100%	Yes
Money Market Mutual Fund	229,146	0.1%	50%	Yes
Total Investment Holdings	\$ 258,932,896	100.0%	-	

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	2,480,253	1.0%	5%	Yes
American Honda Finance	902,143	0.3%	5%	Yes
Apple Inc. Corporate Notes	750,897	0.3%	5%	Yes
Bank Accounts - Bank of America	23,372,736	9.0%	100%	Yes
Bank of New York Mellon Corporate Notes	1,988,784	0.8%	5%	Yes
Bank of Tokyo Commercial Paper	1,995,649	0.8%	10%	Yes
BNP Paribas	2,594,852	1.0%	5%	Yes
Calleguas Water District, CA REV Bond	1,511,985	0.6%	10%	Yes
Caterpillar Corporate Notes	750,197	0.3%	5%	Yes
Cisco Systems Inc.	1,999,264	0.8%	5%	Yes
City of New York	1,719,312	0.7%	10%	Yes
Chevron Corporation Corp Notes	751,621	0.3%	5%	Yes
Coca-Cola Co. Commercial Paper	1,996,600	0.8%	10%	Yes
Exxon Mobil Corporate Notes	749,393	0.3%	5%	Yes
Federal Farm Credit Bank	6,503,384	2.5%	5%	Yes
Federal Home Loan Bank (FHLB)	8,658,213	3.3%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	11,855,515	4.6%	25%	Yes
Federal National Mortgage Association (FNMA)	17,517,452	6.8%	25%	Yes
Fidelity Institutional Government MMF	229,146	0.1%	25%	Yes
Florida Prime (SBA)	42,350,389	16.4%	25%	Yes
General Electric Corporate Notes	3,248,399	1.3%	5%	Yes
Hancock Bank	22,560,786	8.7%	10%	Yes
HSBC Holdings PLC	994,589	0.4%	5%	Yes
John Deere Corporate Notes	758,850	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	2,749,678	1.1%	5%	Yes
Merk & Co Corporate Notes	751,147	0.3%	5%	Yes



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

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Mississippi State	760,420	0.3%	10%	Yes
PACCAR Financial Corp Notes	750,377	0.3%	5%	Yes
Pepsico, Inc.	1,973,635	0.8%	5%	Yes
Servisfirst Bank	25,158,800	9.7%	10%	Yes
State of Connecticut	680,551	0.3%	10%	Yes
Sumitomo Mitsui Trust NY Commercial Paper	1,995,832	0.8%	10%	Yes
Summit Bank Money Market Account	17,564,153	6.8%	10%	Yes
oronto Dominion HDG USA Commercial Paper	1,992,704	0.8%	10%	Yes
oyota Motor Credit Commercial Paper	1,994,121	0.8%	10%	Yes
Jnited States Treasury Securities	40,622,801	15.7%	100%	Yes
Jniversity of WA Taxable Revenue Bonds	789,828	0.3%	10%	Yes
Vells Fargo &Company Corporate Notes	2,908,443	1.1%	5%	Yes
Total Investment Holdings	\$ 258,932,896	100.0%	-	



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-9005	Clerk & Comptroller's Report 13. 3	.
BCC Regular	Meeting Consen	t
Meeting Date	: 09/24/2015	
Issue:	Write-off of Returned Checks & Accounts Receivables	
From:	Pam Childers, Clerk of the Circuit Court & Comptroller	
Organization	: Clerk & Comptroller's Office	

Recommendation:

Recommendation Concerning Write-off of Return Checks and Accounts Receivables

That the Board adopt the Resolution authorizing the write-off of \$32,116.73 of returned checks and accounts receivables in various funds of the County that have been determined to be uncollectible bad debts.

Attachments

September 24, 2015 Uncollectible Resolution

RESOLUTION R2015-

WHEREAS, certain returned checks and other receivables totaling \$32,116.73 are owed to the various funds of Escambia County for services furnished to the persons named on the list which is attached hereto (Attachment "A") and made a part hereof by reference and have been determined to be uncollectible bad debts.

WHEREAS, diligent efforts have been made to collect the amounts as shown on the attached list and <u>all returned checks</u> which meet the qualifications per State Statute §68.065 have been transferred to the State Attorney's Worthless Check Division.

NOW THEREFORE, it is resolved by the Board of County Commissioners of Escambia County, Florida, that:

These accounts shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out her duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including but not limited to use of a collection agency under contract to Escambia County.

BE IT FURTHER RESOLVED, that all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

By: _____

Steven Barry Chairman of the Board

ATTEST:

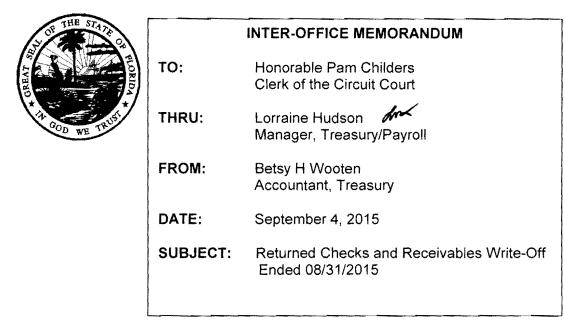
HONORABLE PAM CHILDERS CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____

Deputy Clerk

Adopted:

ATTACHMENT "A"



The following is a list of all outstanding returned checks and accounts receivable greater than 120 days old (prior to April 30, 2015) and uncollectible receivables at August 31, 2015. All phases of the collection process have been attempted and have been determined to be uncollectible. This write-off allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt.

Name	Date of Return	Fund		<u>Amount</u>
Titan Waste Pensacola Bay Rudy Breaux Tara Marioneaux Melanie Trinchitella	10/03/2013 06/14/2014 02/24/2015 11/12/2014 04/13/2015	103 104 001 406 113	\$ \$ \$ \$ \$	16,000.00 15,095.74 922.00 75.00 23.99
Total			\$	32,116.73
Grand Total			\$	32,116.73



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-9018	Clerk & Comptroller's Report 13. 4.
BCC Regular	Meeting Consent
Meeting Date	: 09/24/2015
Issue:	Acceptance of Documents
From:	Pam Childers, Clerk of the Circuit Court & Comptroller
Organization :	: Clerk & Comptroller's Office

Recommendation:

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

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

A. The Oaths of Office for the following Escambia County Health Facilities Authority Board Members, who were appointed to four-year terms:

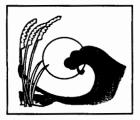
(1) Arthur J. Hall, Jr., for a term commencing August 22, 2015, and ending August 21, 2019; and

(2) J.H. Keith Bullock, for a term commencing August 22, 105, and ending August 21, 2019; and

B. Closing documents related to the sale of surplus property, located at 3712 West Theresa Street, to Dynamic Surplus Recovery, LLC, based on the Board's action of August 6, 2009, and received in the Clerk to the Board's Office on September 2, 2015.

Attachments

Oaths of Office Closing Documents



ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

Capital Finance Solutions for Non-Profit Health Facilities

August 27, 2015

Hon. Pam Childers Escambia County Clerk of Court Office of Clerk to the Board of County Commissioners 221 S. Palafox Place, Suite 130 Pensacola, FL 32502

> Re: Oaths of Office for Authority Board Members Arthur J. Hall, Jr. and J.H. Keith Bullock

Ms. Childers:

As required by Section 154.207(4), Fla. Stat., enclosed for filing are the Oaths of Office for the following Authority Board Members who were reappointed to four year terms:

Arthur J. Hall, Jr. for a term commencing August 22, 2015 and ending August 21, 2019.

J.H. Keith Bullock for a term commencing August 22, 2015 and ending August 21, 2019.

Please confirm that your office has received this correspondence and duly filed the Oaths of Office. You may email confirmation to: <u>pgdrummond@echealthfinance.org</u> Thank you for your assistance.

Sincerely yours,

Paula G. Drummond Executive Director

PGD:dl

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

1019 N. 12th Avenue • Pensacola, FL 32501

Mailing Address: P.O. Box 2667 Pensacola, FL 32513-2667 (850) 432-7555 (850) 433-8845 fax

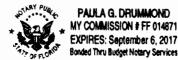
OATH OF OFFICE

STATE OF FLORIDA COUNTY OF ESCAMBIA

I DO SOLEMNLY SWEAR that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will faithfully perform the duties of Member of the Escambia County Health Facilities Authority on which I am now about to enter, so help me God.

Arthur J. Hall, Jr.

The foregoing was acknowledged before me on this 27th day of August, 2015 by Arthur J. Hall, Jr. who is personally known to me and who did take an oath.



Paula G. Drummond

My Commission Expires: 9/06/2017-

* * * *

Florida Department of State Division of Elections Tallahassee, FL Hon. Pam Childers Clerk of Court for Escambia County, FL Pensacola, FL

By my signature affixed hereto on this 27th day of August, 2015, I accept this office of Member of the Escambia County Health Facilities Authority for a term commencing August 22, 2015 to August 21, 2019. The above is the oath taken by me.

Arthur J. Hall, Jr. 3350 N. 18th Avenue Pensacola, FL 32503

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

1019 N. 12th Avenue • Pensacola, FL 32501

Mailing Address: P.O. Box 2667 Pensacola, FL 32513-2667 (850) 432-7555 (850) 433-8845 fax

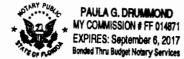
OATH OF OFFICE

STATE OF FLORIDA COUNTY OF ESCAMBIA

I DO SOLEMNLY SWEAR that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will faithfully perform the duties of Member of the Escambia County Health Facilities Authority on which I am now about to enter, so help me God.

J.H. Keith Bullock

The foregoing was acknowledged before me on this 18 day of August, 2015 by J.H. Keith Bullock who is personally known to me and who did take an oath.



Paula G. Drummond

My Commission Expires: 9/06/2017

* * * *

Florida Department of State Division of Elections Tallahassee, FL Hon. Pam Childers Clerk of Court for Escambia County, FL Pensacola, FL

By my signature affixed hereto on this 18th day of August, 2015 I accept this office of Member of the Escambia County Health Facilities Authority for a term commencing August 22, 2015 to August 21, 2019. The above is the oath taken by me.

J.H. Keith Bullock 3610 Molaree Drive Pensacola, FL 32503

SINBIA COL		INTER-OFFICE MEMORANDUM
TESC	TO:	Liz Carew, Deputy Clerk to the Board
-ZORIDA	FROM:	Beth Larried Administrative Assistant to Stephen G. West, Senior Assistant County Attorney
ESCAMBIA COUNTY	DATE:	September 2, 2015
	RE:	Sale of Surplus Property; 3712 W. Theresa Street BCC Approved: 8/6/2009

The real property closing for the County's sale of property at 3712 W. Theresa Street has been completed. Attached are the below listed documents for filing with the Board records.

- 1. Copy of deed from the County to Dynamic Surplus Recovery, LLC recorded in OR Book 7399 at page 1560.
- 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



Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2015066815 09/01/2015 at 03:01 PM OFF REC BK: 7399 PG: 1560 - 1561 Doc Type: D1 RECORDING: \$18.50 Deed Stamps \$11.20

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

DEED

THIS DEED is made this <u>I</u> day of <u>Suprember</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 Dynamic Surplus Recovery, LLC, whose address is 7111 N. Blue Angel Parkway, Apt #8304, Pensacola, FL 32526 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of One Thousand Five Hundred One and No/100 Dollars (\$1,501.00), 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:

BEG 300 FT S AND 598 FT E OF NW COR OF LT 66 E 52 FT N 97 FT 6 IN W 52 FT 5 IN S 100 FT TO BEG PART OF LT 66 OR 4161 P 215 PLAT DB 128 P 575 CA 157

SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST REFERENCE NUMBER 342S300660000014 TAX ACCOUNT NUMBER 070780000

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

Pam Childers Clerk of the Circuit Court Juty Clerk

BCC Approved: 8/6/2009

ATTEST:

Steven Barry, Chairman

Date Executed

Settlement Statement

BUYER: SELLER: PROPERTY: DATE:	Dynamic Surplus Recover Escambia County, Florida 3712 W. Theresa Street (בפגר ל גבויק)	-000)			
		CLOSING EXI	PENSES			
				n BUYER'S t Settlement	Paid from S Funds at Se	
2015 Ad Valorem Taxes (prorated)			POC		EXEMPT	
Recording Fees:	Deed (2 pages)		\$	18.50		
Documentary Stamp	o Tax: Deed (.70 per \$100)			\$11.20	\$	-
Title Insurance				POC		
Seller's Attorney Fee	es		\$	230.00		
TOTAL CLOSING E	XPENSES:		\$	259.70	\$	-
Purchase Price due Less Bid Deposit Purchase Price due	-		\$ \$ \$	1,501.00 150.10 1,350.90		
TOTAL AMOUNT TO CLOSE			\$	1,610.60	\$	-

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

Date Executed 911/2015

ATTEST: Pam Childers Clark of the Circuit Courty Deputy Clerk BCC Approved: 8/6/2009

BUYER: Dynamic Surplus Recovery_LLC Witne Print Quinton J. Avery, as Chief Executive Officer of #TeamAvery, Inc., the Manager of Dynamic Surplus Recovery, LLC Witness DU U/L Print Name

DISBURSEMENTS		
Amounts Received from:		
Buyer:	\$	1,610.60
Seller:	<u>\$</u>	-
Total Received:	\$	1,610.60
Amounts Disbursed to:		
Pam Childers, Clerk of Court (Doc Stamps & Recording Fees)	\$	29.70
Escambia County, Florida (Purchase Price & Seller's Attorney Fees)	\$	1,580.90
Total Disbursed:	\$	1,610.60

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 1st day of September, 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 antituty, Deputy Clerk SEAI BCC Approved: 8/6/2009 MBIA CO Executed by **Buyer** on the 27^{H} day of Auyus, 2015. BUYER: Dynamic Surplus-Recovery, LLC Witness Print Quinton 1. Avery, as Chief Executive Officer of #TeamAvery, Inc., the Manager of Dynamic Surplus Recovery, LLC Witness Shawn Sparks Hunter Print Shawn Sparks Hunter

AGREEMENT FOR SALE AND PURCHASE

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THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this <u>Isr</u> day of <u>Sceptember</u>, 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 Dynamic Surplus Recovery, LLC, whose mailing address is 7111 N. Blue Angel Parkway, Apt. #8304, Pensacola, Florida 32526 (Buyer).

WITNESSETH:

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

BEG 300 FT S AND 598 FT E OF NW COR OF LT 66 E 52 FT N 97 FT 6 IN W 52 FT 5 IN S 100 FT TO BEG PART OF LT 66 OR 4161 P215 PLAT DB 128 P 575 CA 157

SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST REFERENCE NUMBER 342S300660000014 TAX ACCOUNT NUMBER 070780000

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on August 6, 2009, 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 One and No/100 Dollars (\$1,501.00) 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).

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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.

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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. <u>Radon Gas</u>. 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 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, 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

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- _____X_Deed Documentary Stamps
- _____X__Survey, if any
- _____X__Recording (Deed)
- X County Attorney's Fees (Document Preparation)
- ____ X___Title Insurance, if any
- _____X_Structural and Environmental Inspections, if any
 - ____X__Real Estate Professional Fee or Commission, if any
- 13. Taxes, Fees, and Charges. 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:

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- 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.

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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. <u>Governing Law and Binding Effect</u>. 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. Integrated Agreement, Waiver and Modification. 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

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<u>TO THE BUYER:</u> Dynamic Surplus Recovery, LLC P.O. Box 3701 Pensacola, FL 32516

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:

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ATTEST: Pam Childers Clerk of the Circuit Court SINTER SINTER BCC Approved: 8/6/2009

Witness Print

SELLER:

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

Steven Barry, Chairman

Date Executed 215

BUYER: Dynamic Surplus Recovery, LLC

Quinton J. Avery, as Chief Executive Officer of #TeamAvery, Inc., the Manager of Dynamic Surplus Recovery, LLC

Print Shawn Sparks Hunter

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this $27\frac{\text{H}}{\text{August}}$ day of <u>August</u>, 2015, by Quinton J. Avery, as Chief Executive Officer of #TeamAvery, Inc., the Manager of Dynamic Surplus Recovery, LLC. He is personally known to me, or (_) has produced current <u>Florida Priver's License</u> as identification.

Signature of Notary Public

Shawn Sparks 1

Printed Name of Notary Public

(Notary Seal)



SHAWN SPARKS HUNTER MY COMMISSION # FF 906166 EXPIRES: August 3, 2019 Bonded Thru Budget Notary Services



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-9019	Clerk & Comptroller's Report 13. 5.
BCC Regular	Meeting Consent
Meeting Date	: 09/24/2015
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 September 3, 2015;

B. Approve the Minutes of the Regular Board Meeting held September 3, 2015;

C. Approve the Minutes of the Special Board Meeting held September 8, 2015; and

D. Approve the Minutes of the First Budget Public Hearing for consideration of the Fiscal Year 2015-2016 County-Wide Budget held September 8, 2015.

Attachments

20150903 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION HELD SEPTEMBER 3, 2015 BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING 221 PALAFOX PLACE, PENSACOLA, FLORIDA (9:02 a.m. – 11:45 a.m.)

- Present: Commissioner Steven L. Barry, Chairman, District 5 Commissioner Grover C. Robinson IV, Vice Chairman, District 4 Commissioner Lumon J. May, District 3 Commissioner Wilson B. Robertson, District 1 Commissioner Douglas B. Underhill, District 2 Honorable Pam Childers, Clerk of the Circuit Court and Comptroller Jack R. Brown, County Administrator Alison Rogers, County Attorney Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office Judy H. Witterstaeter, Program Coordinator, County Administrator's Office
 - 1. <u>FOR INFORMATION</u>: The agenda for the September 3, 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 Mike Weaver on CAR I-4, a recommendation concerning disposition of property, and CAR III-3, a recommendation concerning two parcels of real property located at 6511 North "W" Street and 952 Marcus Pointe Boulevard; Wes Moreno on CAR II-23, a recommendation concerning the purchase of a vehicle for the Road Department; and Keith Wilkins on CAR III-5, a recommendation concerning an Information Report for Rolling Hills air quality monitoring/Wedgewood alarm protocol; and
 - F. County Attorney Rogers reviewed the County Attorney's Report and Assistant County Administrator Amy Lovoy presented at PowerPoint Presentation regarding the Local Option Gas Tax.



AI-8867	G	rowth Management Report	13. 1.
BCC Regular	Meeting	Public H	earing
Meeting Date:	: 09/24/2015		
Issue:	5:45 p.m A Public Hearing Regulations	- LDC Ordinance, Chapter 3, 2	Zoning
From:	Horace Jones, Director		
Organization:	Development Services		

RECOMMENDATION:

<u>5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3.</u> Zoning Regulations

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Chapter 3, Zoning Regulations, to create Section 3-1.8 "Density and Uses Savings Clause" to allow residential density and land uses permitted under previous zoning districts to be reinstated under specified conditions.

BACKGROUND:

The newly adopted Escambia County Land Development Code consolidated the number of zoning districts, thereby modifying the density restrictions and land uses permitted within the various districts of the County; and, the Board finds that reinstating density limits and land uses that were permitted under the zoning districts of the previous Land Development Code under certain circumstances serves an important public purpose and is in the best interest of the County and its citizens.

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

Draft Ordinance Clean Ordinance

ORDINANCE NUMBER 2015-____

1 2

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING 3 PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE 4 LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY. FLORIDA. AS 5 AMENDED; AMENDING CHAPTER 3 "ZONING REGULATIONS," 6 **ARTICLE 1, "GENERAL PROVISIONS," TO CREATE SECTION 3-1.8** 7 "DENSITY AND USES SAVINGS CLAUSE," TO ALLOW RESIDENTIAL 8 DENSITY AND LAND USES PERMITTED UNDER PREVIOUS ZONING 9 DISTRICTS TO BE REINSTATED UNDER SPECIFIED CONDITIONS: 10 PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN 11 THE CODE AND PROVIDING FOR AN EFFECTIVE DATE. 12

13

WHEREAS, Section 125.01, Florida Statutes, authorizes the Board of County
 Commissioners to establish, coordinate, and enforce zoning regulations as is necessary
 for the protection of the public; and,

17

18 **WHEREAS,** on April 16, 2015, the Board established new zoning regulations through 19 the adoption of the Escambia County Land Development Code; and,

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WHEREAS, the newly adopted Escambia County Land Development Code
 consolidated the number of zoning districts, thereby modifying the density restrictions
 and land uses permitted within the various districts of the County; and,

24

WHEREAS, the Board finds that reinstating density limits and land uses that were permitted under the zoning districts of the previous Land Development Code under certain circumstances serves an important public purpose and is in the best interest of the County and its citizens;

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30 NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY

31 COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

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Section 1. Part III of the Escambia County Code of Ordinances, the Land Development
 Code of Escambia County, Chapter 3, Article 1, Section 3-1.8 "Density and uses
 savings clause" is hereby established as follows (words <u>underlined</u> are additions and
 words stricken are deletions):

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1 Sec. 3-1.8 Density and uses savings clause.

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3	(a) General. The owner of any parcel of land that had the residential density of its
4	applicable zoning district decreased or had permitted land uses of that district
5	eliminated as a result of the April 16, 2015 adoption of the LDC, may apply to
6	have the previous residential density or permitted land uses reinstated. Only
7	residential density and permitted land uses listed on the date of adoption shall be
8	eligible for reinstatement pursuant to this section. Applications shall be approved,
9	unless reinstating the previous residential density or land uses would cause the
10	parcel's density or uses to become inconsistent with the existing applicable future
11	land use (FLU) category. If the density or land uses would become inconsistent
12	with the existing applicable FLU, approval for reinstatement shall be granted only
13	after a FLU amendment consistent with the previous density and uses has been
14	approved and adopted according to the amendment provisions in Article 7 of
15	Chapter 2. All applications for reinstatement and FLU amendments made
16	pursuant to this section shall be submitted to the Planning Official and processed
17	at no cost to the land owner.
18	(b) Applicability. This section is not intended to authorize density or land uses that
19	are otherwise limited by the LDC. These limitations include, but are not limited to,
20	the provisions of the overlay zoning districts, the airport/airfield environs,

21 22

23 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.

floodplain management, or location criteria.

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28 Section 3. Inclusion in Code.

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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 (2015); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

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> BCC: 09-24-15 Re: Density and Uses Savings Clause Draft BCC2

1	Section	4.	Effective	Date.

2		
3	This Ordinance shall become effect	tive upon filing with the Department of State.
4		
5	DONE AND ENACTED this	day of, 2015.
6		
7		BOARD OF COUNTY COMMISSIONERS
8		OF ESCAMBIA COUNTY, FLORIDA
9		
10		Ву:
11		Steven Barry, Chairman
12		
13	ATTEST: PAM CHILDERS	
14	Clerk of the Circuit (Court
15		
16	Ву:	
17	Deputy Clerk	
18	(SEAL)	
19		
20	ENACTED:	
21	FILED WITH THE DEPARTMENT	OF STATE:
22	EFFECTIVE DATE:	
23		

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, AS AMENDED; AMENDING CHAPTER 3 "ZONING REGULATIONS," ARTICLE 1, "GENERAL PROVISIONS," TO CREATE SECTION 3-1.8 "DENSITY AND USES SAVINGS CLAUSE," TO ALLOW RESIDENTIAL DENSITY AND LAND USES PERMITTED UNDER PREVIOUS ZONING DISTRICTS TO BE REINSTATED UNDER SPECIFIED CONDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes, authorizes the Board of County Commissioners to establish, coordinate, and enforce zoning regulations as is necessary for the protection of the public; and,

WHEREAS, on April 16, 2015, the Board established new zoning regulations through the adoption of the Escambia County Land Development Code; and,

WHEREAS, the newly adopted Escambia County Land Development Code consolidated the number of zoning districts, thereby modifying the density restrictions and land uses permitted within the various districts of the County; and,

WHEREAS, the Board finds that reinstating density limits and land uses that were permitted under the zoning districts of the previous Land Development Code under certain circumstances 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:

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 1, Section 3-1.8 "Density and uses savings clause" is hereby established as follows (words <u>underlined</u> are additions and words stricken are deletions):

Sec. 3-1.8 Density and uses savings clause.

- (a) General. The owner of any parcel of land that had the residential density of its applicable zoning district decreased or had permitted land uses of that district eliminated as a result of the April 16, 2015 adoption of the LDC, may apply to have the previous residential density or permitted land uses reinstated. Only residential density and permitted land uses listed on the date of adoption shall be eligible for reinstatement pursuant to this section. Applications shall be approved, unless reinstating the previous residential density or land uses would cause the parcel's density or uses to become inconsistent with the existing applicable future land use (FLU) category. If the density or land uses would become inconsistent with the existing applicable FLU, approval for reinstatement shall be granted only after a FLU amendment consistent with the previous density and uses has been approved and adopted according to the amendment provisions in Article 7 of Chapter 2. All applications for reinstatement and FLU amendments made pursuant to this section shall be submitted to the Planning Official and processed at no cost to the land owner.
- (b) <u>Applicability.</u> This section is not intended to authorize density or land uses that are otherwise limited by the LDC. These limitations include, but are not limited to, the provisions of the overlay zoning districts, the airport/airfield environs, floodplain management, or location criteria.

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 (2015); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

Section 4. Effective Date.

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

DONE AND ENACTED this _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

Ву: _____

Steven Barry, Chairman

ATTEST: PAM CHILDERS Clerk of the Circuit Court

Ву: _____

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



AI-8952	Growth Management Report 13. 1.
BCC Regular	Meeting Action
Meeting Date:	: 09/24/2015
Issue:	Action Item - Final Plat Home Depot Park, A Replat of Parcel B
From:	Horace Jones, Director
Organization:	Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Home Depot Park, A Replat of Parcel "B" Permit PSD150300011

That the Board take the following actions concerning recording of the Final Plat of Home Depot Park, A Replat of Parcel "B" (a 6.85 acre private 5 lot commercial subdivision), located in the Brent Community on North Davis Highway and lying north of Brent Lane, (State Road 296). Owned and developed by Home Depot U.S.A., Inc., ARCP WE Pensacola FI, LLC, and RaceTrac Petroleum, Inc. Prior to recording, the County Engineer, Interim County Surveyor, Development Services Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.2, of the Escambia County Land Development Code. Also, prior to recording the acting County Surveyor must sign the Final Plat as set forth in Chapter 177 Florida Statutes.

BACKGROUND:

The preliminary plat was approved on December 15, 2010. The development lies along paved public highways with curb and gutter. The site will include West Marine, Race Way and two retail/commercial development parcels and one parcel for a private stormwater management system. The Development Services Department inspected the improvements on September 2, 2015 and found improvements substantially complete and in accordance with applicable County requirements. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office.

PERSONNEL:

All work associated with this recommendation was done in-house and along with the services of a contracted Florida Licensed Professional Surveyor and Mapper.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the current Escambia County Land Development Code and the Florida State Statutes Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, acting County Surveyor and Development Services Director, it shall be transmitted to the Clerk of Court's Office for recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer's engineer/surveyor, Public Works, County Road Department, County Building Inspections and Development Services.

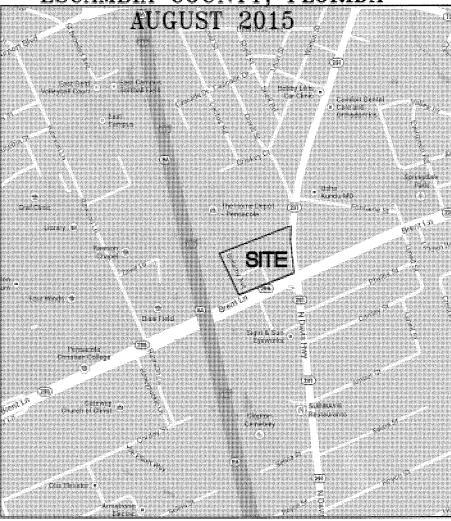
Final Plat Location/Vicinity Map Attachments

DEDICATION

Know all men by these presents that Home Depot U.S.A., Inc., ARCP WE Pensacola FL, LL land herein described and platted hereon, known as Home Depot Park a Replat of Parcel easement 4, private drainage easement 5 to parcels 1B, 2B, 3B, 4B and 5B and their sewer easement and private access easement 2 to parcels 1B,2B,3B,4B,5B and Parcel A, and their successors and hereby dedicate water line easement #6 to ECUA, and hereby d existing drainage easements, existing water line easements, and existing no access easem hereby request the filing of this plat in the public records of Escambia County, Florida. Parcel 1B.	B, do hereby dedicate, private drainage successors, and hereby dedicate ,private sanitary Home Depot Park (Plat Book 19 at Page 16) edicate existing private access easements, ents to Parcels 1B,2B,3B,4B, and 5B and
SIGNED THIS DAY OF, 2015.	
HOME DEPOT U.S.A., INC.	IE
WITNESS	
PRINT NAME	
SIGNED THIS DAY OF, 2015.	
ARCP WE PENSACOLA, FL, LLC	IE
WITNESS	
PRINT NAME	
SIGNED THIS DAY OF, 2015.	
PRINT NAM	IE
RACETRAC PETROLEUM, INC., A GEORGIA COROPORATION	
WITNESS	
PRINT NAME	NOTARY PUBLIC
NOTARY PUBLIC	BEFORE THE SUBSCRIBER PERSONALLY APPEARED , OF RACETRAC PETROLEUM, INC., A GEORO COROPORATION, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THIS PLAT,
BEFORE THE SUBSCRIBER PERSONALLY APPEARED	AND
, OF HOME DEPOT U.S.A., INC., TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THIS PLAT, AND	KNOWN TO ME HE IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED
HE IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED	AS IDENTIFICATION GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS DAY OF
AS IDENTIFICATION GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS DAY OF	, 2015.
, 2015.	SIGNATURE
	PRINT NAME:
SIGNATURE	COMMISSION No.:
PRINT NAME:	MY COMMISSION EXPIRES:
COMMISSION No.: MY COMMISSION EXPIRES:	NOTADY DIDIC
MI COMMISSION EXPIRES:	<u>NOTARY PUBLIC</u>
	BEFORE THE SUBSCRIBER PERSONALLY APPEARED
ENGINEER'S CERTIFICATE	TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THIS PLAT, AND
I, THOMAS LARRY SMITH, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR HOM PARK AND THAT ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE	DESIGNED
TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL DEVELOPMENT, REQUIREMENT,	AS IDENTIFICATION GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS DAY OF
THOMAS LARRY SMITH, PE	
FLORIDA REGISTRATION No. 62087 FLORIDA C.A. No. 27073 SEAL	SIGNATURE PRINT NAME:
LORIDA.	COMMISSION No.:
SURVEYOR'S CERTIFICATE	MY COMMISSION EXPIRES:
I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION AND SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SURVEYED.	TION OF THE UPERVISION,
THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER SECTION 177 011 – 177 151, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME, THAT BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARD	THE
BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17 050, CHAPT 051 AND 5J-17 052, FLORIDA ADMINISTRATIVE CODE AND SECTION 472 027, FLORIDA STA	ER 5J-17 CERVILLAT IVE VIEW
AMENDED FROM TIME TO TIME, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLAN PERMANENT CONTROL POINT HAVE BEEN SET, AS REQUIRED BY THE LAND DEVELOPMENT C	CED AND THAT 177, PART 1, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY. FLORI
ESCAMBIA COUNTY, FLORIDA AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN	
SIGNED THIS 28TH DAY OF AUGUS T, 2015	
	DAVID D. GLAZE REGISTERED LAND SURVEYOR No 5604, LB No 7073
JASON BRASWELL FL LIC #6881 LB #8005 SURVEY CONSULTS, INC.	PITTMAN GLAZE & ASSOCIATES 5700 N. DAVIS HWY., SUITE 3 DENICACIÓN EL 20503
16961 ST. HWY #180 SUITE D GULF SHORES, AL 36542	PENSACOLA, FL 32503

HOME DEPOT PARK A REPLAT OF PARCEL B

A COMMERCIAL SUBDIVISION LOCATED IN JAYME FONTANELS GRANT AND BEING A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST ESCAMBIA COUNTY, FLORIDA



ENGINEER S.E. CIVIL, LLC **1 S. SCHOOL STREET** FAIRHOPE, AL 36532 CONTACT: LARRY SMITH 251-990-6566

FRONT YARD: REAR YARD: 15' SIDE YARD: 10' MINIMUM 10' + 2' PER STORY (FLOOR) ABOVE THIRD STORY OR 10' + 2' PER EACH 10' ABOVE THE FIRST 35' SECONDARY FRONTAGE YARD: 15' (BRENT LANE) MAXIMUM LOT COVERAGE: 85% MAXIMUM THIS SITE HAS RECEIVED THE FOLLOWING VARIANCE: V-2006-32, DATED DEC. 20, 2006, TO INCREASE THE TOTAL WALL AND FREESTANDING WALL SIGNAGE BY 664.7 SQ. FT. FOR A TOTAL OF 1981.7 SQ. FT.

ELEVATIONS ARE BASED ON NAVD 88(GEOID 12A), OBTAINED WITH A LEICA 1200 GPS USING STATIC OBSERVATIONS AND OPUS SOLUTIONS, JANUARY 22, 2014. BASE STATIONS USED WERE DL7331 ALFO FOELY CORS, DL3065 FLE5 EGLIN 5 CORS, DM5371 WS NEAL SCHOOL CORS. POSITIONING USER SERVICE A DIVISION OF NOAA.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM. IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITIAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.

PF

P *1-SEE SURVEYOR NOTE 13, SHEET 2. FORMULA TO CONVERT GRID DISTANCE TO GROUND (GEODETIC) DISTANCE:

PAM CHILDRES

VICINITY MAP NOT TO SCALE

CERTIFICATE OF ATTORNEY

AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED.

SIGNED THIS ______ DAY OF ______, 2015.

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS

I, THE CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING

HELD ON THE ______ DAY OF ______, 2015, WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREON.

_. OF ARCP WE PENSACOLA FL, LLC, KNOWN

PAM CHILDRES CLERK OF THE CIRCUIT COURT APPROVALS

COUNTY ENGINEER, JOY BLACKMON, P.E. PUBLIC WORKS DIRECTOR

DEVELOPMENT SERVICES DIRECTOR

HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER ICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON _____, 2015.

ACCESS EASEMENTS ARE INTENDED TO BE DEDICATED TO AND MAINTAINED BY THE OWNERS OF THE PARCELS OR THEIR SUCCESSORS. SECOND SUPPLEMENTAL DECLARATION OF EASEMENTS O.R. BOOK______, PAGE(S)_____ PLAT BOOK_____, PAGE(S)____

HORACE JONES

_. OF RACETRAC PETROLEUM, INC., A GEORGIA

SHEET 1 OF 3 AUGUST 28, 2015

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITIAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.

OWNER/DEVELOPER HOME DEPOT U.S.A., INC 2455 PACES FERRY ROAD ATLANTA, GEORGIA 30339 CONTACT: KATE PETERSON 770-384-4108

SURVEYOR

SURVEY CONSULTS 16961 ST. HWY. #180, SUITE D GULF SHORES, AL 36542 CONTACT: JASON BRASWELL (251) 968-2124

ZONING/FUTURE LAND USE

CURRENT PROPERTY ZONING: C1 – RETAIL COMMERCIAL DISTRICT

C2 - LIGHT MANUFACTURING & GENERAL COMMERCIAL

CURRENT FUTURE LAND USE: MU-U

ZONING REQUIREMENTS

HORIZONTAL AND VERTICAL CONTROL

STATE PLANE COORDINATES

HORIZONTAL DATUM: NORTH AMERICAN DATUM 83 (1990) FLORIDA NORTH ZONE

STATION	NORTHING (FT)	EASTING (FT)	LATITUDE	LONGITUDE(-)	SCALE FACTOR	CONVERGENCE(SF)	SOURCE
PRM-1	546569.7591	1109728.6838	30'28'28.82024"	87°13'34.64447"	.999962248	-1°22'12.11307"	* 1
PRM-2	546351.0707	1109185.0116	30'28'26.52753"	87 13 40.79578"	.999962024	-1°22'15.20427"	* 1
PRM-3	546077.3390	1109307.9604	30°28'23.84796"	87 13'39.31636"	.999962073	-1'22'14.46082"	* 1
PRM-4	546399.7663	1109936.2823	30'28'27.18722"	87*13'32.22636"	.999962196	-1'22'10.89791"	* 1
PRM-5	546309.1338	1109723.8850	30'28'26.24012"	87*13'34.62809"	.999962141	-1'22'12.10484"	* 1

MEAN SCALE FACTOR (MSF) = (SF + SF)/2 GROUND (GEODETIC) DISTANCE = GRID DISTANCE / MSF

THE PARCEL SHOWN FOR DEVELOPMENT/SUBDIVISION IS LOCATED WITHIN THE FOLLOWING FLOOD ZONE(S) AS DETAILED BY FEMA FIRM (FLOOD INSURANCE RATE MAP) INFORMATION DESCRIBED BELOW:					
FLOOD ZONE	COMMUNITY NUMBER	MAP NUMBER	PANEL NUMBER(S)	SUFFIX	MAP REVISION DATE
х	120080	12033C	0380	G	SEPTEMBER 29, 2006

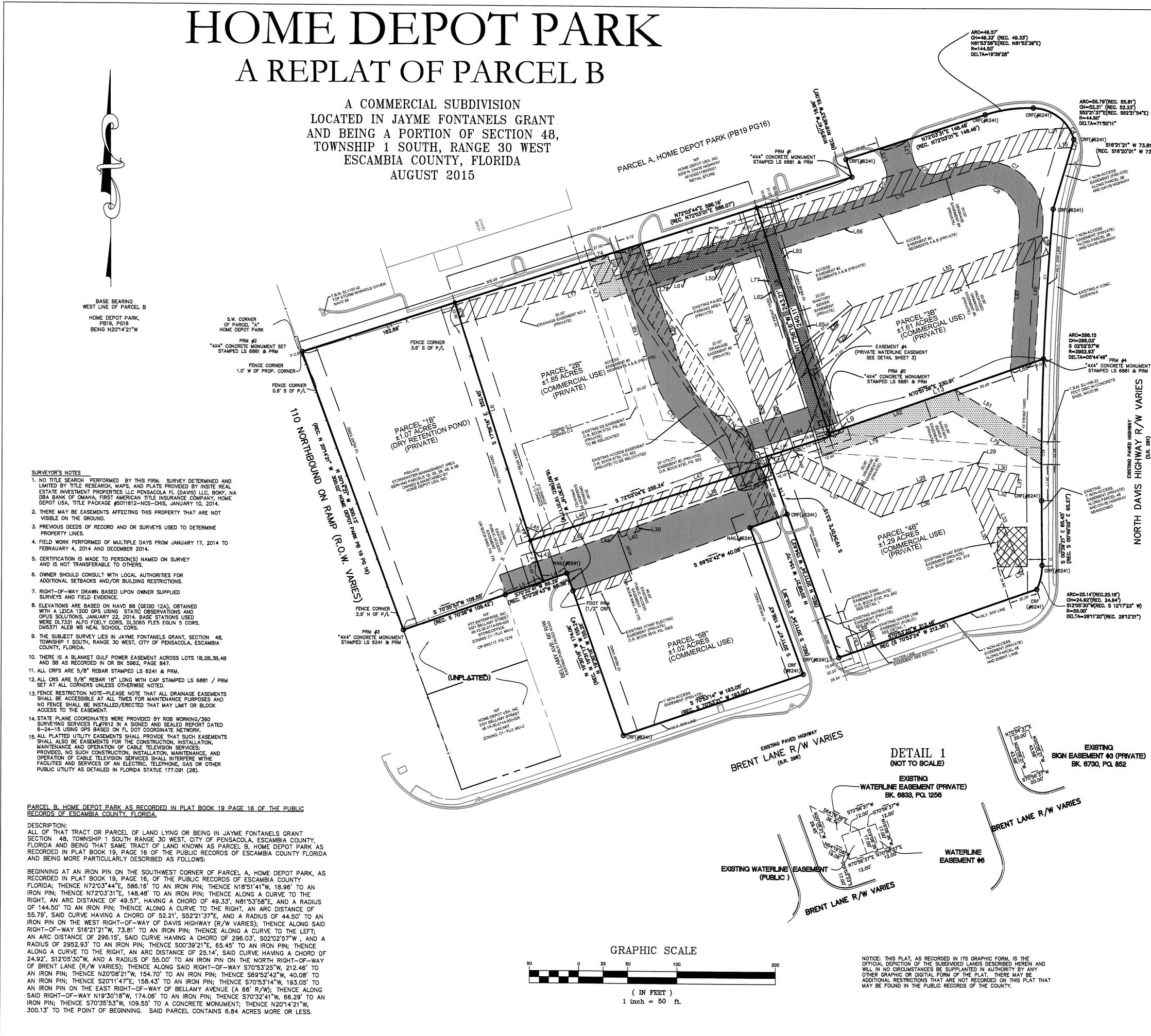
CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT

I, THE CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177 011 – 177 151, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME AND THE SAME WAS FILED FOR RECORD ON

THE _____ DAY OF _____, 2015, AND FILED IN PLAT BOOK _____, AT PAGES

_____ OF SAID COUNTY.

CLEARK OF THE CIRCUIT COURT



SHEET 2 OF 3 AUGUST 28, 2015

S16'21'21" W 73.81' (REC. S16'20'01" W 73.81')

Rou	ndervi	ine Tabla
вои	ndary I	ine Table
Line #	Length	Direction
L1	162.66	N72° 03' 44"E
L2	321.83	N72° 03' 44"E
L3 L4	101.67 25.18	N72° 03' 44"E S70° 32' 41"W
 L5	41.11	S70° 32' 41"W
<u>⊥6</u>	252.45	S17° 56' 16"E
L7	43.55	S17° 56' 16"E
L8	240.11	N17° 56' 16"W
L9	3.10	N17° 56' 16"W
L10	66.74	N72° 03' 04"E
L11	9.19	N18° 53' 39"W
L12	255.24	N72° 03' 04"E
L13 L14	230.91 53.15	N70° 51' 56"E S19° 34' 01E
L 14	53,15	519 34 01E
Ease	ements	Line Table
Line #	Length	Direction
L15	34.79	S86° 56' 08"W
L16	308,63	S72° 03' 00"W
L17	302,79	\$73° 39' 53"W
L18	20.01	N17° 56' 16"W
L19	303.06	N73° 39' 53"E
L20	310.96	N72° 03' 00"E
L21	35.60	N86° 56' 08"E
L23	8.66	S16° 21' 21"W
L24	201.41	S68° 59' 18"W
L25	116.15	S49° 39' 11"W
L26	56.98	S19° 49' 55"E
L27	99.36	S63° 38' 06"E
L28 L29	101.83	N70° 53' 24"E
L30	4.05 42.21	S23° 26' 33"E S78° 35' 39"E
L31	20.00	S11° 24' 21"W
L32	28.29	N78° 35' 39"W
L33	90.77	S23° 26' 33"E
L34	20.00	S66° 33' 27"W
L35	100.64	N23° 26' 33"W
L36	91.67	S70° 53' 24"W
L37	105.65	N63° 38' 06"W
L38	161.64	S70° 53' 07"W
L39	10.10	S18° 30' 51"E
L40	20.00	S71° 29' 09"W
L41 L42	10.10 86.26	N18° 30' 51"W S72° 05' 11"W
L42	3.67	N67° 08' 45"W
L44	26.42	N17° 56' 16"W
L45	13.50	S67° 08' 45"E
L46	88.62	N72° 05' 11"E
L47	164.16	N70° 53' 07"E
L48	59.38	N19° 49' 55"W
L49	138.65	N17° 39' 19"W
L50	20.00	N72° 20' 41"E
L51	123.44	S17° 39' 19"E
L52 L53	111.47 204.82	N49° 39' 11"E N68° 59' 18"E
L53 L54	204.82 20.00	N68° 59' 18"E S21° 00' 42"E
L54 L55	20.00	S72° 03' 44"W
L56	23.50	N17° 56' 16"W
L57	30.00	S72° 03' 44"W
L58	129.30	S17° 56' 16"E
L59	30.02	N70° 01' 41"E
L60	81.80	N17° 56' 16"W
L61	110.00	N72° 03' 44"E
L62	161.00	S17° 56' 16"E
L63	78,07	S72° 03' 44"W
L64	92.47	N72° 03' 44"E
L65	185.00	N17° 56' 16"W
L66	205.26	N72° 03' 44"E
	454 00	S03° 15' 05"W
L67	151.09	
L68	25.96	N70° 51' 56"E
		N70° 51' 56"E N03° 15' 05"E S72° 03' 00"W

Ease	ments	Line Table
Line #	Length	Direction
L72	30.00	S72° 03' 31"W
L73	22.45	S17° 57' 00"E
L74	20.00	S72° 03' 44"W
L75	43.30	S18° 41' 42"E
L76	168.96	N71° 26' 41"E
L77	218.93	S17° 04' 41"E
L78	139.67	N70° 51' 56"E
L79	105.15	S59° 05' 05"E
L81	102.58	N59° 05' 05"W
L82	128.28	S70° 51' 56"W
L83	218.72	N17° 04' 41"W
L84	169.53	S71° 26' 41"W
L85	23.08	N18° 41' 42"W
L86	12.00	N70° 56' 37"E
L87	17.00	N19° 06' 36"W
L88	12.00	N70° 56' 37"E
L89	17.00	N19° 06' 36"W
L90	106.23	\$52° 21' 02"W
L91	9.07	\$72° 03' 36"W
L92	20.00	N17° 56' 16"W
L93	5.60	N72° 03' 36"E
L94	102.76	N52° 21' 02"E

L95 20.00 S37° 38' 58"E

LEG	END
RF	CAPPED REBAR FOUND (1/2") CAPPED REBAR SET (1/2") -LS 6881 / PRM
TF	CRIMP TOP FOUND
TF	OPEN TOP FOUND
BF	REBAR FOUND
MF	CONCRETE MONUMENT FOUND
1/L	BUILDING LINE
2	CENTERLINE
•	PROPERTY LINE
X —	FENCE
₹/W	
C. PED	AIR CONDITIONER TELEPHONE PEDESTAL
ATV	CABLE TELEVISION PEDESTAL
-P	OVERHEAD POWER LINE
×	FIRE HYDRANT
¢	LIGHT POLE
ИН	MANHOLE
P-BOX	POWER BOX
م	POWER POLE
9	SANITARY SEWER MANHOLE
M	WATER METER
M	WATER VALVE
/L	NOT LEGIBLE
INF	MAG NAIL FOUND
\supset	MONITORING WELL
RM	PERMANENT REFERENCE MONUMENT
S	SANITARY SEWER
.0.B. EC	POINT OF BEGINNING RECORDED

Boundary Curve Table						
Curve #	Curve # Length Radius Direction Delta Chord					
C1	152.27	2952.93	S03° 26' 42"W	2°57'16"	152.26	
C2	143.88	2952.93	S00° 34' 18"W	2°47'30"	143.88	

Easement Curve Table						
Curve #	Length	Delta	Chord			
C4	12.77	44.50	S24° 39' 37"E	16°26'34"	12.73	
C5	31.42	20.00	S27° 03' 22"W	90°00'44"	28.29	
C6	31.42	20.00	N62° 57' 00"W	90°00'00"	28.28	
C7	114.51	59.00	N52° 20' 58"W	111°12'05"	97.36	
C8	67.92	35.00	S52° 20' 36"E	111°11'21"	57.75	
C9	85.35	152.00	N37° 59' 43"W	32°10'26"	28.85	
C10	61.82	98.00	N36° 00' 36"W	36°08'40"	60.80	
C11	25.10	152.00	N49° 21' 04"W	09°27'44"	25.07	
C12	67.49	122.00	S38° 14' 01"E	31°41'51"	66.64	
C13	80.75	128.00	S36° 00' 36"E	36°08'40"	79.42	
C14	23.28	5795.13	N00° 08' 57"E	0°13'48"	23.28	
C15	34.37	152.00	S28° 23' 11"E	12°57'22"	34.30	

SURVEYOR

SURVEY CONSULTS 16961 ST. HWY. #180, SUITE D GULF SHORES, AL 36542 CONTACT: JASON BRASWELL (251) 968–2124

ENGINEER

S.E. CIVIL, LLC **1** S. SCHOOL STREET FAIRHOPE, AL 36532 CONTACT: LARRY SMITH 251-990-6566

No. 62087

STATE OF

FLORIDA

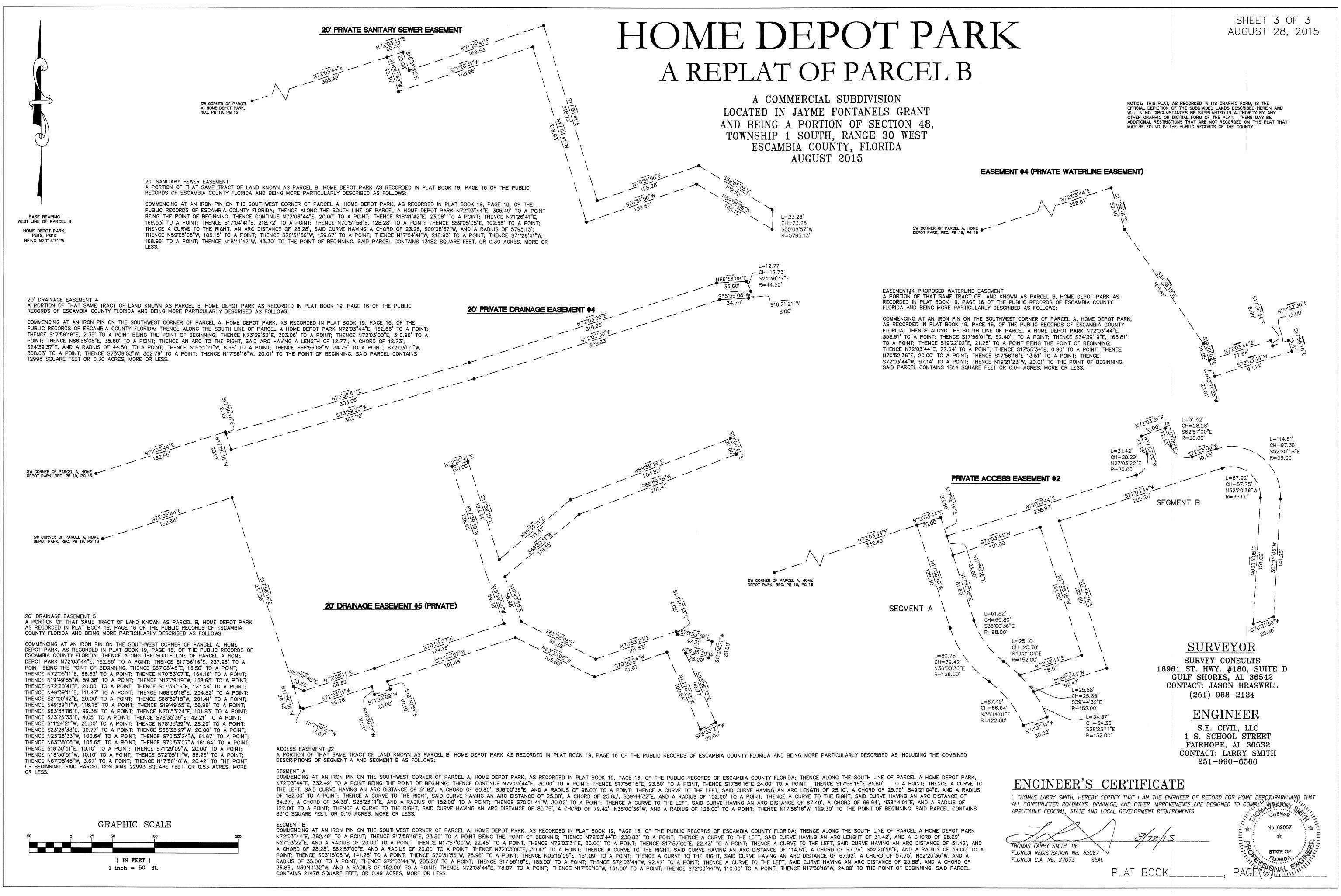
PAGE(S

ENGINEER'S CERTIFICATE

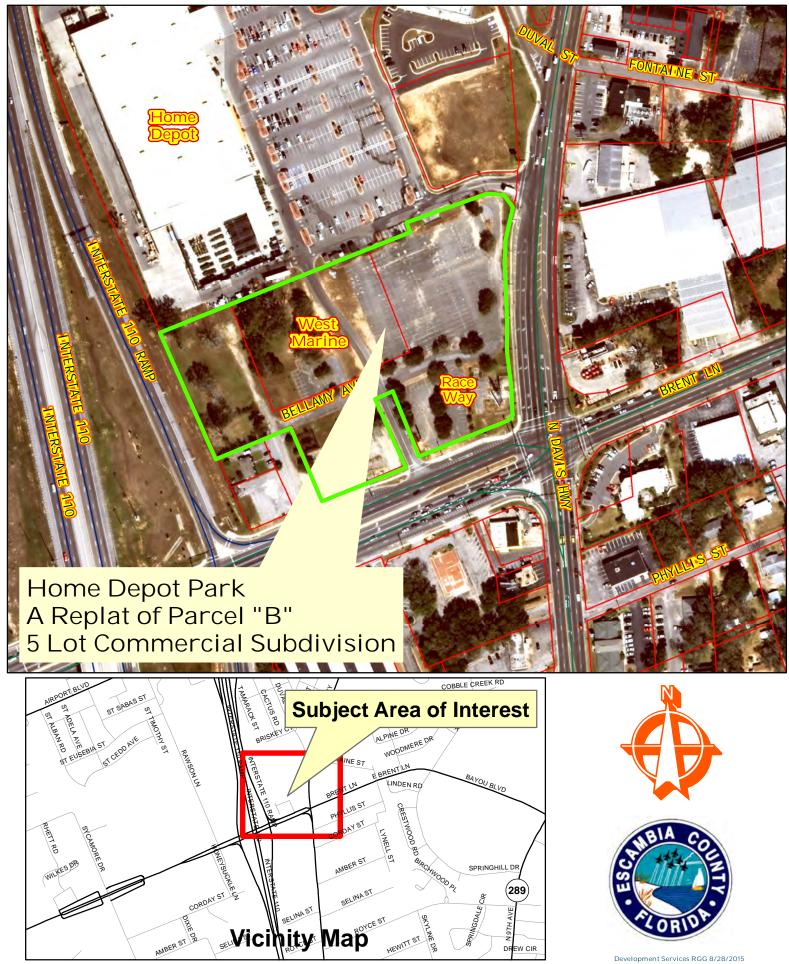
I, THOMAS LARRY SMITH, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR THE ENGINEER OF RECORD TO COMPLY WITH ALL ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL STATE AND LOCAL DEVELOPMENT REQUIREMENTS. , THOMAS LARRY SMITH, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR HOME DEROT PARK AND THAT CENSE

THOMAS LARRY SMITH, PE FLORIDA REGISTRATION No. 62087 FLORIDA C.A. No. 27073 SEAL

PLAT BOOK_____,



Final Plat to Home Depot Park A Replat of Parcel "B"





13.2.

AI-8955	Growth Management Report
BCC Regular M	eeting
Meeting Date:	09/24/2015
Issue:	Action Item - Street Name Approval "Rockhill Drive"
From:	Horace Jones, Director
Organization:	Development Services
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Street Name Approval for a Paved Private Driveway Lying North of Crabtree Church Road and West of Highway 97

That the Board approve the following street name "Rockhill Drive", a paved private driveway lying north of Crabtree Church Road and west of Don Sutton Ball Park and Highway 97 in the Sunny Hill Community and lying in Commission District 5.

BACKGROUND:

Owners Mr. and Mrs. James Rockhill requested this petition for a street name of a paved private driveway lying north of Crabtree Church Road and lying within Commission District 5.

BUDGETARY IMPACT:

The cost of street sign will be at the expense of the owners Mr. and Mrs. James Rockhill.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Work to be accomplished by current staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

The street is being named pursuant to the Escambia County street naming and numbering Ordinance 86-11, adopted under the authority of Florida Statutes Chapter 125 and 336.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Street Name Petition Location/Vicinity Map

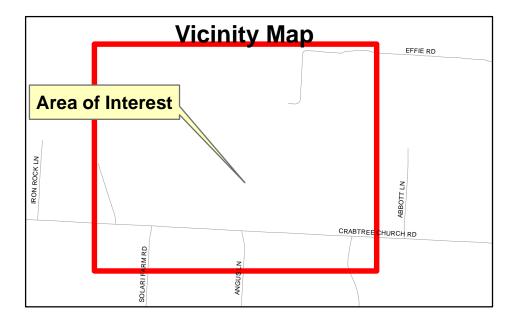
AMBIA COL	Escambia County Addressing 3363 West Park Place Pensacola, FL 32505 <u>STREET NAME PETIT</u>	
CORIDA	DATE SUBMITTED: Jun 7, 2	015
	The following Street names have been sub-	· · · · · · · · · · · · · · · · · · ·
1 ROCKHILL DI	RIVE 1 ROCKHILL WAY	1 ROCKHILL ROAD
Streets are located i	in the area of: 2996 CRABTREE CHUR	ECH ROAD, MOLINO, FL 3257
ATTACH A MAP	OF LOCATION:	
		listed below:
PROPERTY OWN JAMES ROCKH	NER <u>ADDRESS</u> <u>111</u> , <u>2996 CRABTREE CHURCH ROAD</u> MOLINO, FL 32577	<u>PHONE NUMBER</u> 850-384-3175
JAMES ROCKH	r additional signatures, addresses, and pho	<u>PHONE NUMBER</u> <u>850 - 38 4 - 3175</u>
JAMES ROCKH J H JUM Use back of form fo (DO NOT WRITE E	The second signatures, addresses, and phoeses.	PHONE NUMBER & 0 - 38 4 - 3175
JAMES ROCKH J H JUM Use back of form fo (DO NOT WRITE E Escambia County Public	ILL Z996 CRABTREE CHURCH ROAD MOLINO, FL 32577 MOLINO, FL 32577 r additional signatures, addresses, and pho BELOW THIS LINE – TO BE COMPLETE Safety concurs the street names are not duplicates of a	PHONE NUMBER &<0 - 38 4 - 3175
JAMES ROCKH J H LUM Use back of form fo (DO NOT WRITE E Escambia County Public PREFERRED STREET	Image: Safety concurs the street names are not duplicates of a street (S):	PHONE NUMBER &SO - 38 4 - 3175 Some numbers. D BY ADDRESS TECH.) any existing street names.
JAMES ROCKH J H LUMA Use back of form for (DO NOT WRITE E Escambia County Public PREFERRED STREET NUMBER OF RESIDE	Image: Safety concurs the street names are not duplicates of street.	PHONE NUMBER &SO - 38 4 - 3175 Some numbers. D BY ADDRESS TECH.) any existing street names.
JAMES ROCKH J H LUMA Use back of form for (DO NOT WRITE H Escambia County Public PREFERRED STREET NUMBER OF RESIDE NUMBER OF RESIDE	Image: Safety concurs the street names are not duplicates of a street (S):	PHONE NUMBER Sto - 38 4 - 3175 Some numbers. D BY ADDRESS TECH.) any existing street names.

ADDRESS COORD	eno	Mchao	11	Norma	
ADDRESS COORD	INATOR	9-1-1	COOL	RDINAT	OR

8/13/15 DATE APPROVED

Rockhill Drive Sunny Hill Community







RGG September 2015



13.1.

Consent

AI-8925Growth Management ReportBCC Regular MeetingImage: 09/24/2015Meeting Date: 09/24/2015Image: 09/24/2015Issue:Schedule of Public HearingFrom:Horace Jones, DirectorOrganization:Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearing

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

October 8, 2015

5:52 p.m. - A Public Hearing - Removal of Minimum Lot Size Requirement Ordinance

5:53 p.m. - A Public Hearing - CPA-2015-07 - Minimum Density Removal (second of two public hearings)

Attachments

No file(s) attached.



AI-8989		County Administrator's Report	13. 1.
BCC Regular M	eeting	Technical/Public Service Co	onsent
Meeting Date:	09/24/2015		
Issue:	Disposition of Lost In	ventory	
From:	Will Moore, Admin Se	ervices Manager	
Organization:	Court Administration		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of County Property for the Office of the Court Administrator - Craig Van Brussel, Court Technology Officer

That the Board approve the Request for Disposition of Property Form for one Dell Optiplex desktop for the Court Administrator's Office that was determined to be unfound during an extensive inventory search. If at a future date the laptop is located, it will be submitted for reinstatement.

BACKGROUND:

IT equipment purchased from Article 5 Funding by Office of the Court Administrator.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

unfound property Req. Lost Inventory

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Court Administration COS

COST CENTER NO: 410506

Craig Van Brussel

DATE: S

September 9, 2015

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

n Ville Phone No:

(850)595-4406

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERI	AL NUMBER	MODEL	YEAR	CONDITION
Y	54807	Dell Optiplex		2B5P691	GX520	2006	unfound
							1
Disposa	l Comments:	After an extensive search, we were unab	le to locate this lap	top. If the laptop is loca	ted at a futuredate, it v	uill be submitte	d for reinstatement.
INFORM	ΜΑΤΙΟΝ ΤΕΩΈ	INOLOGY (IT Technician):					
in the ord	Etholt ILei		Print Name				
Conditio	ne: Di	spose-Good Condition-Unusable f					
Conditio				2			
		spose-Bad Condition-Send for rec	yening-Onusadi	e			
Comput	er is Ready for 2	Disposition					
Date:		Information Technology Technology	nician Signatur	e:			
	9/16	lie		-		·	
Date: FROM:	Escambia Cour	nty Department Director (Signatur	re):	y Ung	B2 C	>	
						· · · · · · · · · · · · · · · · · · ·	
		Director (Print Na	ume):	rais L	an B	1 111SS	·_ol
	IMENDATION						
TO:	Board of Coun	ty Commissioners					
Meeting	Date:						
Approve	ed by the Count	y Commission and Recorded in th	e Minutes of:				
					rk of the Circuit Co	urt & Compti	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 Department

Clerk & Comptroller's Finance Signatur	e of Receipt

Date

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



ORGANIZATION: Court Administration

FROM: Craig Van Brussel, Court Technology Officer DATE: 09/09/2015 ISSUE: Disposition of Lost IT Equipment

RECOMMENDATION:

Recommendation Concerning Request for Disposition of County Property for the Office of the Court Administrator – Craig Van Brussel, Court Technology Officer

That the Board approve the Request for Disposition of (1) Dell Optiplex desktop for the Court Administrator's Office that was determined to be unfound during an extensive inventory search. If at a future date the laptop is located, ,it will be submitted for reinstatement.

BACKGROUND:

IT equipment purchased from Article 5 Funding by Office of the Court Administrator.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

Approved by Craig Van Brussel, Office of the Court Administrator

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

In compliance with FS 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property

IMPLEMENTATION REQUIREMENTS:

Items have no residual value other than scrap. Recommend Escambia County pick up items for disposal/destruction. Please contact Patt Ormerod at 595-4406 to schedule pickup.

COORDINATION WITH OTHER AGENCIES/PERSONS:

CONCUR: _

Larry M. Newsom, Interim County Administrator



AI-8990		County Administrator's Report	13. 2.
BCC Regular M	eeting	Technical/Public Service Co	onsent
Meeting Date:	09/24/2015		
Issue:	Disposition of Surplu	s Equipment	
From:	Will Moore, Admin S	ervices Manager	
Organization:	Court Administration		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Surplus Property for the Office of the Court Administrator - Craig Van Brussel, Court Technology Officer

That the Board approve the Request for Disposition of Property Form for property which is described on the provided spreadsheet and which has been determined to be uneconomical to repair or has out-lived its ability to be useful technology to the Court system. The equipment listed may have been cannibalized to keep other court equipment operational. The items are whole, but may contain non-functioning parts.

BACKGROUND:

IT equipment purchased from Article 5 Funding by Office of the Court Administrator.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Items have no residual value other than scrap. Recommend Escambia County pick up items for disposal/destruction. Please contact Patt Ormerod at 595-4406 to schedule pickup.

Attachments

Surplus Court Admin Surplus Spreadsheet

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO:		mptroller's Finance Departmen					
FROM	: Disposing I	Department: Court Administration	<u>n</u>	COST CEN	ITER NO:	410506	
Craig V	/an Brussel			DATE:	September	9, 2015	
Proper	ty Custodian ((PRINT FULL NAME)					
Propert	ty Custodian (Signature):	5	Phone No:	(850)595-4	406	. <u> </u>
REQUE	ST THE FOL	LOWING ITEM(S) TO BE DISPO			_		
TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIA	L NUMBER	MODEL	YEAR	CONDITION
		See Attached Spreadsheet					
							· ····
Disposa	l Comments:	The items listed on the attached sp	readsheet are	e either antiquated,	broken or no lo	nger of use	to the Judiciary.
INFORM	MATION TECH	INOLOGY (IT Technician):	Print Name				
Conditio	na Dia	pose-Good Condition-Unusable for					
Conditio		pose-Bad Condition-Send for recycl					
	<u></u>	•	ing-Onusable				
Comput	er is Ready for l	Disposition					
Date:		Information Technology Technic	ian Signature:				
	aliel						
Date:	<u>9/17/1</u>	<u>')</u>		• //		0	
FROM:	Escambia Cour	nty Department Director (Signature):	$\overline{\Lambda}$		- / 2 ~	\sim	
		Director (Print Name		na h	2. 2.	uss	
<u></u>		Director (Print Name		u, 9 14	9 100	955	e/
RECOM	IMENDATION	:					
TO:	Board of Count	ty Commissioners					
Meeting	Date:						
A	d her the Count	Commission on d Decended in the N	limiter of				
Approve	tu by the County	y Commission and Recorded in the N	mutes of:	Pam Childers, Clerk	of the Circuit Co	ourt & Compti	roller
				By (Deputy Clerk)		an a compt	
This Fa	uinment Has Be	en Auctioned / Sold					
rms Eq	ulpinent Has De	en Auctioneu / Solu					
by:		<u> </u>					
Dea	Print Name		Signature			Date	
Property	ag Keturned f	to Clerk & Comptroller's Finance De	epartment				
Clark P	Comptrollar! - 1	Finance Signature of Dessint		Data		-	
		Finance Signature of Receipt complete applicable portions of dispositi	on form See D	Date	for dimention	rov at 11	10.12
richerth	Castouran, picase	complete applicante portions or dispositi	on total See D	isposal process charts	for ulrection.	rev. sh 11.	17.13

		SERVICE TAG/SERIAL		
ASSET	DESCRIPTION	NUMBER	DATE ACQUIRED	NOTES
50884	HP2100 printer	JPGGJ51867		Broken
54807	Dell Optiplex GX520	2B5P691	2006	NOT FOUND
55785	Dell Optiplex 745	GSKSDC1	2007	Antiquated
55782	Dell Optiplex 745	CSKSDC1	2007	Antiquated
56649	Dell Optiplex 745	8L1T9D1	2007	Antiquated
55781	Dell Optiplex 745	BSKSDC1	2007	Antiquated
56655	Dell Optiplex 745	HK1T9D1	2007	Antiquated
55783	Dell Optiplex 745	DSKSDC1	2007	Antiquated
56648	Dell Optiplex 745	JK1T9D1	2007	Antiquated
56652	Dell Optiplex 745	3L1T9D1	2007	Antiquated
56650	Dell Optiplex 745	1L1T9D1	2007	Antiquated
55828	Cisco Catayst 2950	F0C1201U1D2	2007	Antiquated
55784	Dell Optiplex 745	FSKSDC1	2007	Antiquated
56646	Dell Optiplex 745	5L1T9D1	2007	Antiquated
55033	Dell Latitude X1	1F95Z91	2006	Antiquated
56892	Dell Latitude D830	BT1L5F1	2007	Antiquated
55032	Dell Inspiron 6400	JX8RW91	2006	Antiquated
55031	Dell Inspiron 6400	5Y8RW91	2006	Antiquated
55930	Dell Latitude D620	J4R3MC1	2007	Antiquated
55029	Dell Latitude D510	6G37K91	2006	Antiquated
61225	Cisco Catayst 2950	FOC180753HW	2014	No longer used
55926	Cisco ASA 5510	JMX1052K20N	2007	Antiquated
55927	Cisco ASA 5510	JMX1052K02P	2007	Antiquated
55765	Cisco Catayst 2950	FOC1045Z5J5	2007	Antiquated
61224	Cisco Catayst 2950	FOC1807S386	2014	No longer used
55766	Cisco Catayst 2950	FOC1045Z5QM	2007	Antiquated
55827	Cisco Catayst 2950	FOC1101U1CS	2007	Antiquated
55767	Cisco Catayst 2950	FOC1035Z0KN	2007	Antiquated
55951	Celestix ASA	8040003180	2007	Antiquated
55950	Celestix ASA	8040003183	2007	Antiquated
59231	IronPort	FONLWN1	2011	Antiquated
52147	Cardkey Controller	10029-03C	2003	No longer used
38988	Video Switcher	17K00283	1992	No longer used
38989	Mixer Audio	911600562	1992	No longer used
38990	Switcher Interface	393	1992	No longer used
38993	Control System	300	1992	No longer used
40698	20" TV Monitor	8002070	1994	No longer used
48028	Image Card System Printer	10542	1999	No longer used
50278	Microwave Transmitter	108VXDA339B	2001	No longer used
59346	UPS	PH00X2000158	2011	Dead



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8984	C	ounty Administrator's Report	13. 3.
BCC Regular M	eeting	Technical/Public Service Co	onsent
Meeting Date:	09/24/2015		
Issue:	Disposition Of Property	/	
From:	Shawn Fletcher, IT Dir	ector	
Organization:	Information Technolog	у	
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - Shawn Fletcher, Information Technology Department Director

That the Board approve 15 Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated. Some of the listed items were not found during the Fiscal Year 2015 physical inventory of capital equipment. The items are to be auctioned as surplus or disposed of properly.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Information Technology Division will remove the property tag and return the tag and signed Disposition to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Information Technology Department's inventory.

Disposition Of Property	
Disposition Of Property	

Attachments

TO:		nptroller's Finance Departmen epartment: Information Techno		COST CEN	NTER NO:	270111	
	Fletcher	epartment. mormation reening	Jiogy	DATE:	9/10/15	2/0111	
		PRINT FULL NAME)	/	DATE.			
riopen	y custoutan (1	MINT FOLE (MINE)	-				
Propert	ry Custodian (S	lignature):	2	Phone No:	595-1678		
REQUE	ST THE FOLL	OWING ITEM(S) TO BE DISPO	OSED.				
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
Y	60070	Dell Laptop Computer		F6VMVV1	E5520	2012	Damaged in jail explosion
Y	60327	Dell Laptop Computer		95KHJX1	E5530	2013	Damaged in jall explosion
Y	60330	Dell Laptop Computer		B6KHJX1	E5530	2013	Damaged in jail explosion
Y	60335	Dell Laptop Computer	1	DRHHJX1	E5530	2013	Damaged in jail explosion
Y	60337	Dell Laptop Computer		FJHHJX1	E5530	2013	Damaged in jail explosion
Y	60338	Dell Laptop Computer		FJLHJX1	E5530	2013	Damaged in jall explosion
Disposa	l Comments:						
INFORM	ATION TECH	NOLOGY (IT Technician):	Christopher N	AcGraw			
in ord	VIATION ILCIN		Print Name				
Comput Date:	X Disp er is Ready for D 9/10/15	ose-Bad Condition-Send for recycl isposition Information Technology Technic		11	stycher	ment	in
Date: 9	/10/15					>	
		y Department Director (Signature)		AL C	2	e	
		100000		Clataban			
		Director (Print Name	e): Snav	wn Fletcher			
TO: Meeting	g Date: 9/24/15	y Commissioners					
Approv	ed by the County	Commission and Recorded in the I	winnutes of:	Pam Childers, Cler By (Deputy Clerk)	rk of the Circuit Co	ourt & Comp	troller
This Eq	uipment Has Bee	en Auctioned / Sold					
by:							
-	Print Name		Signature			Date	
Property		o Clerk & Comptroller's Finance D					
Clerk &	Comptroller's F	inance Signature of Receipt		Date		-	
-		complete applicable portions of disposit	tion form. See	Disposal process char	ts for direction.	rev. sh 11	1,19.13

TO: FROM		nptroller's Finance Departmer epartment: Information Techno		COST CE	NTER NO:	270111	
	Fletcher			DATE:	9/10/15		
		PRINT FULL NAME)	/				
riopen	y customini (
Propert	ty Custodian (S	Signature):	E	Phone No:	595-1678		
					-		
-		OWING ITEM(S) TO BE DISPO			1 CODEL	100.0	
TAG	PROPERTY	DESCRIPTION OF ITEM	SERIA	L NUMBER	MODEL	YEAR	CONDITION
(Y / N)	NUMBER	Dell'I estes Computer		2BL3B1	D610	2008	Damaged in jail explosion
Y	58197 60605	Dell Laptop Computer		D8W9Y1	R520	2008	Damaged in jail explosion
Y	60605	Dell Power Edge Server Dell Power Edge Server		D8X9Y1	R520	2013	Damaged in jail explosion
Y	60607	Dell Power Edge Server		D8Y9Y1	R520	2013	Damaged in jail explosion
Y	50627	Dell Power Edge Server		JPN311	2550	2002	Obsolete
Y	52184	Dell Power Edge Server		51329034L03465	EMC CX200	2003	Obsolete
Diana	1 Commonta						1
Disposa	l Comments:						
						-	
INFORM	MATION TECH	NOLOGY (IT Technician):	Christopher M	cGraw			
			Print Name				
Conditio	ons: Disp	oose-Good Condition-Unusable for	BOCC				
	X Disr	oose-Bad Condition-Send for recyc	ling Unucoble				
	Dist	Jose-Bad Condition-Selid for recyc	ing-Onusable				
Comput	er is Ready for D	Disposition					
Datas	9/10/15	Information Technology Technic	sion Signature	Chu	stypher 9	mal	in
Date:	0/10/10	momation reemology reemit	stati orgitature.		-		
Date: 9	9/10/15			16			
				4	6		
FROM.	Escambia Coum	ty Department Director (Signature)	/				
			01	Flat			
		Director (Print Nam	e): Shaw	n Fletcher			
PECON	MENDATION:						
TO:	Board of County	y Commissioners					
Meeting	g Date: 9/24/15						
Approv	ed by the County	Commission and Recorded in the	Minutes of:				
reperor	ea of the county	commission and recorded in the	initiated of	Pam Childers, Cler	rk of the Circuit Co	urt & Compt	roller
				By (Deputy Clerk)	in of the birduit con	art a comp	, one.
				by (Deputy Clerk)	-		
This Eq	uipment Has Bee	en Auctioned / Sold					
by							
by:	Dist		Olean alterna			Dete	
-	Print Name		Signature			Date	
Property	y Tag Returned to	o Clerk & Comptroller's Finance D	epartment				
-							
						-	
Clerk &	Comptroller's F	inance Signature of Receipt		Date		-	

TO:		mptroller's Finance Departmen Department: Information Techno		COST CE	NTER NO:	270111	
	Fletcher	epartment.	1099			2/0111	
	a the second second			DATE:	9/10/15		
Propert	ty Custodian (S	7	In	Phone No:	595-1678		
		OWING ITEM(S) TO BE DISPO		AT ATTA (DED	MODEL	TILD	COMPTON
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERL	AL NUMBER	MODEL	YEAR	CONDITION
Y	52305	Switch		7XFY911	3200	2003	Obsolete
Y	52306	Switch		9XFY911	3200	2003	Obsolete
Y	53541	SNAP Guardian		414432	SNAP 4500	2004	Obsolete
Y	53542	SNAP Guardian		415522	SNAP 4500	2004	Obsolete
Y	53989	Dell Power Edge Server		H2LQM71	1850	2005	Obsolete
Y	54772	Dell Power Edge Server		3ZVZH91	850	2006	Obsolete
Condition Compute Date: 9	ons: Disp Disp er is Ready for D 9/10/15 //10/15	P posse-Good Condition-Unusable for I posse-Bad Condition-Send for recycli Disposition Information Technology Technici	ng-Unusabl an Signature	e e: Chru	stephu	mal	2mm
6		Director (Print Name): Sha	wn Fletcher			
TO: Meeting	Date: 9/24/15	y Commissioners	finutes of:				
				Pam Childers, Cler By (Deputy Clerk)	k of the Circuit Co	urt & Compti	roller
This Eq	uipment Has Bee	en Auctioned / Sold					
by:							
	Print Name	S	ignature			Date	
Property	Tag Returned to	Clerk & Comptroller's Finance De	partment				
Clerk &	Comptroller's F	inance Signature of Receipt		Date		-	
		complete applicable portions of disposition	on form. See	Disposal process chart	s for direction.	rev. sh 11	.19.13

	Disposing D	epartment: Information Techno	nogy	COST CE	NTER NO:		
Shawn	Fletcher			DATE:	9/10/15		
Propert	y Custodian (I	PRINT FULL NAME)	1	-			
			A				
Propert	y Custodian (S	lignature):		Phone No:	595-1678	_	
		/					
DEOLE	ST THE FOLL	OWING ITEM(S) TO BE DISPO	SED				
TAG	PROPERTY DESCRIPTION OF ITEM SERIAL NUMBER		L NUMBER	MODEL	YEAR	CONDITION	
(Y/N)	NUMBER						
Y	54783	Dell Power Edge Server		1LVSJ91	Front Side Buss	2006	Obsolete
Y	53105	Bay Stack Switch	SA	CC101GAN	470-48T	2004	Obsolete
Y	53686	Dell Desktop Computer		414432	GX280	2005	Obsolete
Y	48241	Bay Stack 24 port switch	SS	GLKK10RD	AL2012A17	1999	Obsolete
Y	48619	450-241 switch	STX	KKHOTVBU	AL2012A14	2000	Obsolete
Y	48620	450-241 switch	ST	XKHOTVC5	AL2012A14	2000	Obsolete
Disposa	Comments:						
	-			-			
DIROPI	CONTROL TROLL		Christopher N	IcGraw			
INFORM	MATION TECH			ICOIAW			
		P	Print Name				
Conditio	ons: Dist	Carl Carditian Unwerkle for !					
		pose-Good Condition-Unusable for	BOCC				
		pose-Good Condition-Unusable for I					
		pose-Bad Condition-Send for recycli					
Comput		pose-Bad Condition-Send for recycli					
Comput	X Disp	pose-Bad Condition-Send for recycli				2	. 1
	X Disp	pose-Bad Condition-Send for recycli Disposition	ing-Unusable		tophu	mest	hand
Date:	X Disp er is Ready for D 9/10/15	pose-Bad Condition-Send for recycli	ing-Unusable		stoptim	bre A	han
	X Disp er is Ready for D 9/10/15	pose-Bad Condition-Send for recycli Disposition	ing-Unusable		stoplin	bret	han
Date: Date: 9	X Disp er is Ready for D 9/10/15 /10/15	pose-Bad Condition-Send for recycli Disposition Information Technology Technici	ing-Unusable ian Signature		stophin	bre f	hand
Date: Date: 9	X Disp er is Ready for D 9/10/15 /10/15	pose-Bad Condition-Send for recycli Disposition	ing-Unusable ian Signature		stoptimi	bref	han
Date: Date: 9	X Disp er is Ready for D 9/10/15 /10/15	pose-Bad Condition-Send for recycli Disposition Information Technology Technici	ing-Unusable		stophui	bre A	hand
Date: Date: 9 FROM:	X Disp er is Ready for D 9/10/15 /10/15 Escambia Coun	pose-Bad Condition-Send for recycli Disposition Information Technology Technici u ty Department Director (Signature): Director (Print Name	ing-Unusable	Chu	stoplin i	m.A	hand
Date: 9 Date: 9 FROM: RECON	X Disp er is Ready for D 9/10/15 /10/15 Escambia Coun	pose-Bad Condition-Send for recycli Disposition Information Technology Technici ty Department Director (Signature): Director (Print Name	ing-Unusable	Chu	stophui	bre A	hand
Date: Date: 9 FROM: RECON TO:	X Disp er is Ready for D 9/10/15 /10/15 Escambia Count fMENDATION: Board of Count	pose-Bad Condition-Send for recycli Disposition Information Technology Technici ty Department Director (Signature): Director (Print Name y Commissioners	ing-Unusable	Chu	stoptimi	bret	han
Date: Date: 9 FROM: RECON TO:	X Disp er is Ready for D 9/10/15 /10/15 Escambia Coun	pose-Bad Condition-Send for recycli Disposition Information Technology Technici ty Department Director (Signature): Director (Print Name y Commissioners	ing-Unusable	Chu	stophu i	bre A	han
Date: Date: 9 FROM: RECON TO:	X Disp er is Ready for D 9/10/15 /10/15 Escambia Count fMENDATION: Board of Count	pose-Bad Condition-Send for recycli Disposition Information Technology Technici ty Department Director (Signature): Director (Print Name y Commissioners	ing-Unusable	Chu	stophini	m J	han
Date: 9 FROM: RECON TO: Meeting	X Disp er is Ready for D 9/10/15 /10/15 Escambia Count fMENDATION: Board of Count to Date: 9/24/15	pose-Bad Condition-Send for recycli Disposition Information Technology Technici ty Department Director (Signature): Director (Print Name y Commissioners	ing-Unusable ian Signature e): Shav	Chu	stoptini	bre A	han
Date: 9 FROM: RECON TO: Meeting	X Disp er is Ready for D 9/10/15 /10/15 Escambia Count fMENDATION: Board of Count to Date: 9/24/15	pose-Bad Condition-Send for recycli Disposition Information Technology Technici ty Department Director (Signature): Director (Print Name y Commissioners	ing-Unusable ian Signature e): Shav	vn Fletcher	te		
Date: 9 FROM: RECON TO: Meeting	X Disp er is Ready for D 9/10/15 /10/15 Escambia Count fMENDATION: Board of Count to Date: 9/24/15	pose-Bad Condition-Send for recycli Disposition Information Technology Technici ty Department Director (Signature): Director (Print Name y Commissioners	ing-Unusable ian Signature e): Shav	vn Fletcher Pam Childers, Cle	rk of the Circuit Con		
Date: 9 FROM: RECON TO: Meeting	X Disp er is Ready for D 9/10/15 /10/15 Escambia Count fMENDATION: Board of Count to Date: 9/24/15	pose-Bad Condition-Send for recycli Disposition Information Technology Technici ty Department Director (Signature): Director (Print Name y Commissioners	ing-Unusable ian Signature e): Shav	vn Fletcher	te		
Date: 9 FROM: RECON TO: Meeting Approve	X Disp er is Ready for D 9/10/15 /10/15 Escambia Count fMENDATION: Board of Count board bo	pose-Bad Condition-Send for recycli Disposition Information Technology Technici ty Department Director (Signature): Director (Print Name y Commissioners	ing-Unusable ian Signature e): Shav	vn Fletcher Pam Childers, Cle	te		
Date: 9 FROM: FROM: RECON TO: Meeting Approve	X Disp er is Ready for D 9/10/15 /10/15 Escambia Count fMENDATION: Board of Count board bo	pose-Bad Condition-Send for recycli Disposition Information Technology Technici 	ing-Unusable ian Signature e): Shav	vn Fletcher Pam Childers, Cle	te		
Date: 9 FROM: RECON TO: Meeting Approve	X Disp er is Ready for D 9/10/15 /10/15 Escambia Count fMENDATION: Board of Count board	pose-Bad Condition-Send for recycli Disposition Information Technology Technici Ty Department Director (Signature): Director (Print Name y Commissioners Commission and Recorded in the M en Auctioned / Sold	ing-Unusable ian Signature e): Shav	vn Fletcher Pam Childers, Cle	te	urt & Compt	
Date: 9 FROM: FROM: RECOM TO: Meeting Approve	X Disp er is Ready for D 9/10/15 /10/15 Escambia Count fMENDATION: Board of County Date: 9/24/15 ed by the County uipment Has Bea Print Name	pose-Bad Condition-Send for recycli Disposition Information Technology Technici Ty Department Director (Signature): Director (Print Name y Commissioners commission and Recorded in the N en Auctioned / Sold	ing-Unusable ian Signature e): Shav Minutes of: Signature	vn Fletcher Pam Childers, Cle	te		
Date: 9 FROM: FROM: RECON TO: Meeting Approve	X Disp er is Ready for D 9/10/15 /10/15 Escambia Count fMENDATION: Board of County Date: 9/24/15 ed by the County uipment Has Bea Print Name	pose-Bad Condition-Send for recycli Disposition Information Technology Technici Ty Department Director (Signature): Director (Print Name y Commissioners Commission and Recorded in the M en Auctioned / Sold	ing-Unusable ian Signature e): Shav Minutes of: Signature	vn Fletcher Pam Childers, Cle	te	urt & Compt	
Date: 9 FROM: FROM: RECOM TO: Meeting Approve This Eq by: Property	X Disp er is Ready for D 9/10/15 /10/15 Escambia Count fMENDATION: Board of County board of County to by the County uipment Has Bea Print Name / Tag Returned to	pose-Bad Condition-Send for recycli Disposition Information Technology Technici Ty Department Director (Signature): Director (Print Name y Commissioners commission and Recorded in the N en Auctioned / Sold	ing-Unusable ian Signature e): Shav Minutes of: Signature	vn Fletcher Pam Childers, Cle	te	urt & Compt	

ROM: Disposing Department: Information Technology		on Technolog	У	COST CE	VILICINO.	270111		
Shawn Fletche	er				DATE:	9/10/15		
Property Custo	odian (PRI	NT FULL NAME	E)			-		
			1	-				
Property Custo	odian (Sign	ature):		~	Phone No:	595-1678		
BOUDOT TH	E BOLLOU							
TAG PROPH		VING ITEM(S) TO DESCRIPTION OF I			L NUMBER	MODEL	YEAR	CONDITION
(Y/N) NUM		JESCIAI HON OF	I I LIVI	SLATA	LINOWIDER	MODEL	I LAN	CONDITION
Y 486		450-241 switch		STX	KHOTZC9	AL2012A14	2000	Obsolete
Y 547	/81	Power Edge Server	r	9	S4WJ91		2007	Obsolete
Y 489	328	Bay Stack 24 port swi	itch	SSG	LKKONMH	AL2012A17	2000	Obsolete
Y 499	350	Bay Stack Port switc	ch	SS	GLKK12JD		2001	Obsolete
Y 511	12	Bay Stack Routing swi	litch	SFL	EX6B6CD		2002	Obsolete
Y 511	13	Bay Stack Routing swi	itch	SFI	EX6B61F		2002	Obsolete
Disposal Comme	ents:							
TODICITION	ITTOIDIO	OCM ATT I I I	Chele	teches M	Carry			
NFORMATION	V TECHNOI	LOGY (IT Technicia	in): Chris	stopher M	cGraw			
			Print	Name				
Conditions				1 vanne				
A DEDUCTION S	Disnose	-Good Condition-Un	usable for BOC					
and the second se		-Good Condition-Un		CC				
and the second se		-Good Condition-Un -Bad Condition-Send		CC				
X	C Dispose	-Bad Condition-Send		CC				
X	C Dispose	-Bad Condition-Send		CC		. 1		1
Computer is Rea	Dispose	-Bad Condition-Send osition	d for recycling-l	CC Unusable	Chin	taling	mel	
Computer is Rea	Dispose	-Bad Condition-Send	d for recycling-l	CC Unusable	Chris	tychn?	me ly	
X Computer is Rea Date: <u>9/10/15</u>	Dispose	-Bad Condition-Send osition	d for recycling-l	CC Unusable	Chus	tychur 1	mely	
X Computer is Rea Date: <u>9/10/15</u> Date: <u>9/10/15</u>	Dispose ady for Dispo	-Bad Condition-Send osition aformation Technolog	d for recycling-1 ogy Technician S	CC Unusable	Chris	tydur ?	me fo	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
X Computer is Rea Date: <u>9/10/15</u> Date: <u>9/10/15</u>	Dispose ady for Dispo	-Bad Condition-Send osition	d for recycling-1 ogy Technician S	CC Unusable	Chris 4	tydur i	me ly	
X Computer is Rea Date: <u>9/10/15</u> Date: <u>9/10/15</u>	Dispose ady for Dispo	-Bad Condition-Send osition aformation Technolog epartment Director (d for recycling-1 ogy Technician S (Signature):	CC Unusable Signature:	A Ge	tychur ?	me fo	
X Computer is Rea Date: <u>9/10/15</u> Date: <u>9/10/15</u>	Dispose ady for Dispo	-Bad Condition-Send osition aformation Technolog epartment Director (d for recycling-1 ogy Technician S	CC Unusable Signature:	Churs A	tychn i	me ly	
X Computer is Rea Date: 9/10/15 Date: 9/10/15 FROM: Escambi	Dispose ady for Dispo 5 In bia County D	-Bad Condition-Send osition aformation Technolog epartment Director (d for recycling-1 ogy Technician S (Signature):	CC Unusable Signature:	A Ge	tjelm 1	me fo	
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X Computer is Rea Date: 9/10/15 Date: 9/10/15 FROM: Escambi RECOMMEND/ TO: Board o	Dispose Dispose dy for Dispo 5 In ia County D ATION: of County Co	-Bad Condition-Send osition aformation Technolog epartment Director (Director (d for recycling-1 ogy Technician S (Signature):	CC Unusable Signature:	A Ge	tjohn i	Jac Ja	
X Computer is Rea Date: 9/10/15 Date: 9/10/15 FROM: Escamb RECOMMEND/ TO: Board o Meeting Date: 9	Dispose Dispose dy for Dispo 5 In ia County D ATION: of County Co 0/24/15	-Bad Condition-Send osition formation Technolog epartment Director (Director (d for recycling- ogy Technician S (Signature): (Print Name):	CC Unusable Signature:	A Ge	tjelm 1	me for	
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X Computer is Rea Date: 9/10/15 Date: 9/10/15 FROM: Escamb RECOMMEND/ FO: Board o Meeting Date: 9	Dispose Dispose dy for Dispo 5 In ia County D ATION: of County Co 0/24/15	-Bad Condition-Send osition formation Technolog epartment Director (Director (d for recycling- ogy Technician S (Signature): (Print Name):	CC Unusable Signature:	n Fletcher Pam Childers, Cler	2		
X Computer is Rea Date: 9/10/15 Date: 9/10/15 FROM: Escambing RECOMMEND/ FO: Board on Meeting Date: 9/ Approved by the	Dispose Dispose dy for Dispo 5 In 5 In 5 Or County D ATION: 6 County Co 9/24/15 c County Cor	-Bad Condition-Sendosition offermation Technolog epartment Director (Director (ommissioners	d for recycling- ogy Technician S (Signature): (Print Name):	CC Unusable Signature:	n Fletcher	2		
X Computer is Rea Date: 9/10/15 Date: 9/10/15 FROM: Escambing RECOMMEND/ FO: Board on Meeting Date: 9/ Approved by the	Dispose Dispose dy for Dispo 5 In 5 In 5 Or County D ATION: 6 County Co 9/24/15 c County Cor	-Bad Condition-Sendosition offermation Technolog epartment Director (Director (ommissioners	d for recycling- ogy Technician S (Signature): (Print Name):	CC Unusable Signature:	n Fletcher Pam Childers, Cler	2		
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X Computer is Rea Date: 9/10/15 Date: 9/10/15 FROM: Escambing RECOMMEND/ TO: Board on Meeting Date: 9/ Approved by the This Equipment	Dispose ady for Dispo 5 In bia County D ATION: of County Co 9/24/15 e County Cor Has Been A	-Bad Condition-Sendosition offermation Technolog epartment Director (Director (ommissioners	d for recycling-l ogy Technician S (Signature): (Print Name): ded in the Minu	CC Unusable Signature: Shaw	n Fletcher Pam Childers, Cler	2	urt & Comptr	
X Computer is Rea Date: <u>9/10/15</u> Date: <u>9/10/15</u> FROM: Escambing RECOMMEND/ TO: Board o Meeting Date: <u>9</u> Approved by the This Equipment in py: Print Na	Dispose ady for Dispo 5 In 5 In 5 Ounty D ATION: 5 County Co 7/24/15 F County Cor Has Been A ame	-Bad Condition-Sendosition offormation Technolog epartment Director (Director (ommissioners mmission and Record uctioned / Sold	d for recycling-l ogy Technician S (Signature): (Print Name): ded in the Minu Signa	CC Unusable Signature: Shaw tes of:	n Fletcher Pam Childers, Cler	2		
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TO:		nptroller's Finance Departmen epartment: Information Techno		COST CEN	NTEP NO.	270111	
		epartment. mornation rechno	Jogy			270111	
	Fletcher			DATE:	9/10/15		
	ty Custodian (F	PRINT FULL NAME)		Phone No:	595-1678		
PROVID							
		OWING ITEM(S) TO BE DISPO		1 3 8 8 6 5 5 5	Lioppi		
TAG	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIA	L NUMBER	MODEL	YEAR	CONDITION
(Y / N) Y	51136	Intel Pentium III	45	416863525		2020	Obselate
Y	52037	Bay Stack switch		99747E320		2002	Obsolete
Y	52333	Power Edge Server		99747E320	2600	2003	Obsolete Obsolete
Y	52872	Bay Stack 380		246831	380-2UT	2003	Obsolete
Y	53101	Bay Stack		CC64005	Accelar-1100-B	2004	Obsolete
Y	53106	Bay Stack		CC101B05	470-48T	2004	Obsolete
	l Comments:	bay onlos	0/1	00101000	410-401	2004	Obsolete
Date: 9		Information Technology Technici		Chio	tjehn m	bur	<u> </u>
		Director (Print Name	:): Shaw	n Fletcher			
TO: Meeting	IMENDATION: Board of County Date: 9/24/15		Contra - C				
Approve	d by the County	Commission and Recorded in the M	finutes of:	Pam Childers, Clerk By (Deputy Clerk)	k of the Circuit Cou	irt & Compti	roller
This Eq	aipment Has Beer	n Auctioned / Sold					
by:							
-9	Print Name		lignature			Data	
Property		Clerk & Comptroller's Finance De				Date	
Clerk &	Comptroller's Fi	nance Signature of Receipt		Date			
		omplete applicable portions of disposition	on form See D		for direction	rev. sh 11.	10.12

TO:		nptroller's Finance Departmen		COST OF	TED NO.	270111	
	Fletcher	epartment: Information Techno	logy	COST CEN	9/10/15	270111	
		PRINT FULL NAME)		DATE:	9/10/15		
Proper	ty Custodian (I	PRINT FULL NAME)	1	-			
Proper	ty Custodian (S	Signature):	20	Phone No:	595-1678	_	
REOUE	EST THE FOLL	OWING ITEM(S) TO BE DISPO	SED:				
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
Y	53109	Bay Stack	S	ACC101FPA	470-48T	2004	Obsolete
Y	53110	Bay Stack	S	DNI4F05E9	5510-48T	2004	Obsolete
Y	53494	Bay Stack	S	ACC101Y6D	470-48T	2004	Obsolete
Y	53634	Nortel Passport	í	DJ1402E13	1100-B	2005	Obsolete
Y	53667	Bay Stack 450-12F	SC	GLKF100117	AL2012A19	2005	Obsolete
Y	53899	Bay Stack	SS	SGLKF01XW		2005	Obsolete
			Christopher I rint Name 30CC	McGraw			
Comput Date:	er is Ready for D 9/10/15	Information Technology Technici	an Signature	Chin	tystmi.	met	man
Date: 9	/10/15			12 1			
		y Department Director (Signature):	4	h			
			6				
		Director (Print Name): Sha	wn Fletcher			
TO: Meeting	IMENDATION: Board of County Date: 9/24/15						
Approve	d by the County	Commission and Recorded in the N	finutes of:	Pam Childers, Clerk By (Deputy Clerk)	of the Circuit Co	urt & Comptr	oller
This Equ	uipment Has Bee	n Auctioned / Sold					
by:							
	Print Name	S	ignature			Date	
Property	Tag Returned to	Clerk & Comptroller's Finance De					
Clerk &	Comptroller's Fi	nance Signature of Receipt		Date		-	
Property	Custodian, please o	complete applicable portions of disposition	on form. See	Disposal process charts	for direction.	rev. sh 11.	19.13

TO: FROM		mptroller's Finance Departmen Department: Information Techno		COST CE	NTER NO:	270111	
	Fletcher			DATE:	9/10/15		
Carrier Concerning		PRINT FULL NAME)					
riepen	y custourun (17				
Propert	y Custodian (Signature):		Phone No:	595-1678		
PROVE	CT THE FOLL						
TAG	PROPERTY	DESCRIPTION OF ITEM		AL NUMBER	MODEL	VEAD	CONDITION
(Y/N)	NUMBER	DESCRIPTION OF ITEM	SERI	AL NUMBER	MODEL	YEAR	CONDITION
Y	54773	Power Edge Server		JC1TH91	1800	2006	Obsolete
Y	55162	Catalyst Switch	JF	PE1026Y031	2948G-GE-TX	2006	Obsolete
Y	55877	Power Edge Server	01	5VZTVC1	6850	2007	Obsolete
Y	55896	Infoblox	1007	200806000019	1050	2007	Obsolete
Y	56706	Roamabout Wireless Switch 8110	07	150072035C	RBT-8400	2007	Obsolete
Y	56707	Roamabout Wireless Switch 8110		210007175A	RBT-8100	2007	Obsolete
Disposal	Comments:						
	-						
DIEODA	A TION TECH	NOLOCY (IT Technician)	hristopher I	MaGrow			
INFORM	ATION TECH			VICGIAW			
		P	rint Name				
Conditio	ns: Dis	pose-Good Condition-Unusable for H	BOCC				
	Dis	pose-Bad Condition-Send for recycli	ng-Unusabl	e			
Compute	er is Ready for D	Disposition					
company	in the recturely for L	in position					
	0/40/45			11.	toplan to	m /	
Date:	9/10/15	Information Technology Technici	an Signature	: m	game	- and	~
Date: 9/	/10/15			/			
				10 2	2		
FROM:	Escambia Coun	ty Department Director (Signature):	4	re			
		Director (Print Name): Sha	wn Fletcher			
RECOM	MENDATION:						
TO:	Board of Count	y Commissioners					
Meeting	Date: 9/24/15						
Approve	d by the County	Commission and Recorded in the M	finutes of:				
				Pam Childers, Cler	k of the Circuit Cou	rt & Compti	roller
				By (Deputy Clerk)			
This Equ	ipment Has Bee	en Auctioned / Sold					
by:							
	Print Name		tion of the			D	
			ignature			Date	
Property	l ag Returned to	o Clerk & Comptroller's Finance Dep	partment				
Clerk &	Comptrollar's E	inance Signature of Receipt		Date			
		complete applicable portions of disposition	on form Fee		for direction	ray ob 11	10.12
1 tohetry	custoutan, prease	complete applicable portions of dispositio	in inlin Dec	ensposal process chart	s for direction.	rev. sh 11.	19.13

TO: FROM		nptroller's Finance Departmen epartment: Information Techno		COST CEN	TER NO:	270111	
	Fletcher			DATE:	9/10/15		
and the state of the	11 NT 050 NTO	PRINT FULL NAME)		DATE.	5/10/15		
rioper	ty Custonian (1	KINT FOLL NAME)	~	-			
Proper	ty Custodian (S	lignature):	C	Phone No:	595-1678		_
DEOU		ANUNC ITEN (C) TO DE DICEO	CED.				
TAG	PROPERTY	OWING ITEM(S) TO BE DISPO DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
(Y/N)	NUMBER	DESCRIPTION OF ITEM	BERI	AL NOWIDER	WODEL	1 LAK	CONDITION
Y	57039	Power Edge Server	-	8VTNRF1	6850	2008	Obsolete
Y	57077	Infoblox	101	1200802000013	250	2008	Obsolete
Y	57890	Power Edge Server		C3BRDH1	2950	2008	Obsolete
Y	57895	Power Edge Server		B3BRDH1	2950	2008	Obsolete
Y	58368	Fluke Network Analyzer		9331405	OPVS3-GIG	2009	Trade in for new model
Y	58820	Power Edge Server		JRWBVN1	R210	2010	Obsolete
Disposa	l Comments:						
Disposa	-						
-							
INFORI	MATION TECH	NOLOGY (IT Technician):	Christopher	McGraw			
		F	Print Name				
Conditio	Dia	ose-Good Condition-Unusable for	DOCC				
conditin	JII3 DISP	ose-obou condition-onusable for	BUCC				
	X Disp	ose-Bad Condition-Send for recycl	ing-Unusabl	e			
0							
Comput	er is Ready for D	isposition					
				11.	+11	7 1-)
Date:	9/10/15	Information Technology Technic	ian Signatur	e: Chris	Toplan h	nety	April 1
Date: 9	/10/15				4		
and the local division of		y Department Director (Signature):		he the		-	
T ROM.	Escanola Count	y Department Director (Dignature).	-/				
		Director (Print Name); Sha	wn Fletcher			
	IMENDATION:						
TO:	Board of County	Commissioners					
Meeting	g Date: 9/24/15						
Approve	ed by the County	Commission and Recorded in the N	Ainutes of:				
TI				Pam Childers, Clerk	of the Circuit Cou	urt & Compt	roller
				By (Deputy Clerk)		are a comp	ione,
-			_	by (bopary blonk)	,		
This Eq	uipment Has Bee	n Auctioned / Sold					
by:							
	Print Name		Signature			Date	
Property		Clerk & Comptroller's Finance De				Date	
. roperty	rag returned to	comptioner a r mance De	partment				
Club c	Constall to D	0' t CD '		D		•	
		inance Signature of Receipt	_	Date			
Property	Custodian, please a	complete applicable portions of dispositi	ion form. See	Disposal process charts	for direction.	rev. sh 11	19.13

TO:	Clerk & Cor	nptroller's Finance Departmen	nt	3			
FROM		epartment: Information Techno		COST CEN	NTER NO:	270111	
Shawn	Fletcher			DATE:	9/10/15		
Propert	ty Custodian (I	PRINT FULL NAME)	-		-		
			1	2			
Propert	ty Custodian (S	Signature):	1c	Phone No:	595-1678		
		20		_			
		OWING ITEM(S) TO BE DISPO DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIA	AL NUMBER	MODEL	IEAK	CONDITION
(1/14) Y	52300	Power Edge Server		HDPBB31	1750	2003	Obsolete
Y	52302	Power Edge Server		7PNBB31	1750	2003	Obsolete
Y	52303	Power Edge Server		SPNDB31	1750	2003	Obsolete
Y	53990	Power Edge Server	l	BTLQM71	1850	2005	Obsolete
Y	55313	Power Edge Server	1	DGK2TB1	1950	2006	Obsolete
Y	55463	Power Edge Server		KMH0C1	1950	2006	Obsolete
Disposa	l Comments:						
Disposa	-						
INFORM	MATION TECH	NOLOGY (IT Technician):	Christopher N	AcGraw			
			Print Name				
Conditio	Disr	oose-Good Condition-Unusable for	BOCC				
Condition							
	X Disp	pose-Bad Condition-Send for recyc	ling-Unusable				
Comput	er is Ready for D	Disposition					
				11			1
Date:	9/10/15	Information Technology Technic	nian Signature	. Chu	Tychen In	an	
Date.		monnation reemology reemit	oran Dignature		1		
Date: 9	9/10/15			1/-	-		
FROM:	Escambia Count	ty Department Director (Signature)):	6 12			
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		Director (Print Nam	shave	wn Fletcher			
		Director (11int ivain	ic)				
RECON	MENDATION:						
TO:	Board of County	y Commissioners					
Meeting	g Date: 9/24/15						
Approv	ed by the County	Commission and Recorded in the	Minutes of:	Den Obilden Ole	de a Cinquit C		ter ller
				Pam Childers, Cler	rk of the Circuit Co	oun & Compt	troller
				By (Deputy Clerk)			
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D	Print Name		Signature			Date	
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Clerk &	Comptroller's F	inance Signature of Receipt		Date			
Property	Custodian, please	complete applicable portions of disposi	tion form. See	Disposal process char	ts for direction.	rev. sh 11	.19.13

TO:	Clerk & Cor	nptroller's Finance Departmen	ıt				
FROM	: Disposing D	epartment: Information Techno	ology	COST CEN	TER NO:	270111	
Shawn	Fletcher			DATE:	9/10/15		
Proper	ty Custodian (I	PRINT FULL NAME)	-				
			-				
Proper	ty Custodian (S	lignature):	_	Phone No:	595-1678		
		/					
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TAG	PROPERTY	OWING ITEM(S) TO BE DISPO DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
(Y/N)	NUMBER	Descrit Holy of HEM	OLINI	AL NOMBER	MODEL	ILAK	CONDITION
Y	56061	Power Edge Server		D3407D1	1950	2007	Obsolete
Y	56062	Power Edge Server		F9L07D1	1950	2007	Obsolete
Y	56815	Power Edge Server		7VVC1F1	2950	2013	Obsolete
Y	55164	Catalyst Switch	C	AT0952N0ZT	3750 POE-48	2006	Obsolete
Y	57938	Telestaff Server	2	UX82001PD	PRO LIANT DL380G5	2008	Obsolete
Y	48927	Baystack	55	SGLKKOMNH	350	2000	Obsolete
Disposa	l Comments:						
	-						
and also							
INFORM	MATION TECHN	NOLOGY (IT Technician):	Christopher I	McGraw			
		F	Print Name				
Conditio	Dian	and Candidian Hausella for	DOCC				
Conditio	ons:Disp	ose-Good Condition-Unusable for	BOCC				
	X Disp	ose-Bad Condition-Send for recycli	ing-Unusabl	e			
·	in Dan de Car D	ture children					
Comput	er is Ready for D	isposition					
				11-	+10)
Date:	9/10/15	Information Technology Technici	ian Signatur	e: Chus	lypher to	rffm	a
Date: 9	/10/15			/	2	,	
	and the second			11			
FROM:	Escambia Count	y Department Director (Signature):	-	10 12	A COMPANY OF A COMPANY		
		Director (Print Name	e): Sha	wn Fletcher			
RECON	IMENDATION:						
TO:	Board of County	Commissioners					
		commissioners					
Meeting	Date: 9/24/15						
Approve	ed by the County	Commission and Recorded in the N	Ainutes of:				
				Pam Childers, Clerk	of the Circuit Cou	rt & Compti	roller
				By (Deputy Clerk)	_		
This Equ	uipment Has Bee	n Auctioned / Sold					
by:						5.77	
-	Print Name		Signature			Date	
Property	Tag Returned to	Clerk & Comptroller's Finance De	epartment				
	and a second second			-			
		nance Signature of Receipt		Date			
Property	Custodian, please o	complete applicable portions of dispositi	ion form. See	Disposal process charts	for direction.	rev. sh 11.	.19.13

TO:	Clerk & Co	mptroller's Finance Departmen	t				
FROM	: Disposing D	epartment: Information Techno	logy	COST CEN	TER NO:	270111	
Shawn	Fletcher			DATE:	9/10/15		
Propert	ty Custodian (PRINT FULL NAME)			-		
				-			
Propert	y Custodian (S	Signature):	20	Phone No:	595-1678		
		1					
DEOLIE	ST THE FOLL	OWING ITEMIS TO BE DISDO	CED.				
TAG	PROPERTY	OWING ITEM(S) TO BE DISPO DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
(Y/N)	NUMBER		curti	ID HOUIDDIC	INCODEL	1 La IIC	condition
Y	60356	Dell Laptop Computer	(C8W2LX1	E6230	2013	Reported Stolen
Y	60358	GETAC Laptop Computer	RI	D563B0327	B300	2013	Reinstate
Y	55288	Cisco Catalyst	FOO	C10328Z3W8	3570	2006	Damaged in flood
Y	55289	Cisco Catalyst	FO	C1031Y2LH	3570	2006	Not found during inventory
Y	55640	Cisco Catalyst	FC	DC1049YVJ	3560	2007	Not found during inventory
Y	55641	Cisco Catalyst	FN	SO932G0LJ	3560	2007	Not found during inventory
Disposa	Comments:	Property number 60358 previou	usly reporte	ed stolen has be	en found.		
				and a stand of the second stand			
INFORM	ATION TECH	NOLOGY (IT Technician): C	hristopher N	IcGraw			
na ora	arrior reen			looiun			
			rint Name				
Conditio	ons: Dis	pose-Good Condition-Unusable for E	BOCC				
	X Dist	oose-Bad Condition-Send for recycli	ng-Unusable				
			ing onuouoit				
Comput	er is Ready for E	Disposition					
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Date:	9/10/15	Information Technology Technici	an Signature	: Chins	telu 1	mp	~
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Date: 9	/10/15			16	1		
FROM:	Escambia Coun	ty Department Director (Signature):	-	11cg			
				0			
		Director (Print Name): Shav	vn Fletcher			
PECON	MENDATION						
	IMENDATION:						
TO:	Board of County	y Commissioners					
Meeting	Date: 9/24/15						
Approve	ed by the County	Commission and Recorded in the M	linutes of:				
				Pam Childers, Cler	k of the Circuit Co	urt & Compt	roller
				By (Deputy Clerk)	-	_	
This Equ	ipment Has Bee	en Auctioned / Sold					
by							
by:	Drint Mans		term a term			D	
	Print Name		ignature			Date	
Property	Tag Returned to	Clerk & Comptroller's Finance De	partment				
Clark P.	Commune II and - F	increas Claustine - CD 1.4		Dete		-	
		inance Signature of Receipt		Date			10.12
rroperty	custodian, please	complete applicable portions of dispositio	on form. See I	Jisposal process chart	s for direction.	rev. sh 11	.19.15

TO:		nptroller's Finance Departmen			D.Arribs	
FROM	: Disposing D	epartment: Information Techno	logy COST CEN	ITER NO:	270111	
Shawn	Fletcher		DATE:	9/10/15		
Propert	y Custodian (I	PRINT FULL NAME)	-			
		11	-			
Propert	y Custodian (S	ignature):	Phone No:	595-1678		
REQUE TAG (Y / N) Y Y Y Y Disposa	CST THE FOLL PROPERTY NUMBER 55160 57364 55834 55875 55915 56003 I Comments: MATION TECHN ons:Disp	OWING ITEM(S) TO BE DISPO DESCRIPTION OF ITEM Cisco Catalyst Cisco Catalyst Dell Laptop Computer Dell Desktop Computer	SERIAL NUMBER FOC101929UA SFOC1213U4EX 6V2TSC1 56XBRC1 74TFXC1 9BYF4D1 Christopher McGraw rint Name BOCC ng-Unusable	MODEL 3560 2960 D520 Optiplex 745 Optiplex 745 Optiplex 745	YEAR 2006 2008 2007 2007 2007 2014	CONDITION Not found during inventory Not found during inventory Not found during inventory Not found during inventory Not found during inventory
Date:	9/10/15	Information Technology Technici	an Signature:	tela h	es for	\sim
Date: 9	/10/15					
			114		-	
FROM:	Escambia Count	y Department Director (Signature):	Greet			
		Director (Print Name): Shawn Fletcher			
TO: Meeting	Date: 9/24/15	Commissioners	limuter of			
Approve	ed by the County	commission and Recorded in the w	Pam Childers, Cler By (Deputy Clerk)	k of the Circuit Co	urt & Compt	roller
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by:						
-	Print Name		lignature		Date	
Property	Tag Returned to	Clerk & Comptroller's Finance De	partment			
Clerk &	Comptroller's F	inance Signature of Receipt	Date		-	
		complete applicable portions of dispositi	6 D D 1		rev. sh 11	10.10

TO: FROM		nptroller's Finance Departmen Pepartment: Information Techno		COST CE	NTER NO:	270111	
		epartiment.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-			
	Fletcher			DATE:	9/10/15		
	ty Custodian (S	PRINT FULL NAME) Signature):		Phone No:	595-1678	-	
REOUR	ST THE FOLL	OWING ITEM(S) TO BE DISPO	SED:				
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
Y	56015	Dell Laptop Computer		4RT05D1	D520	2015	Not found during inventory
Y	56018	Dell Desktop Computer		2CYF4D1	Optiplex 745	2014	Not found during inventory
Y	56802	Dell Desktop Computer		HCCJ0F1	Optiplex 745	2007	Not found during inventory
Y	57037	Dell Desktop Computer		282KRF1	D520	2014	Not found during inventory
Y	57065	Dell Desktop Computer		47JNSF1	Optiplex 755	2008	Not found during inventory
Y	57829	Dell Desktop Computer		FM3XNG1	Optiplex 755	2008	Not found during inventory
Conditio Comput Date: Date: 9	ons: Disp Disp er is Ready for D 9/10/15 /10/15	F pose-Good Condition-Unusable for pose-Bad Condition-Send for recycl	ing-Unusabl ian Signature	e	tystem M.	r.k.	~
		Director (Print Name	e): Sha	wn Fletcher			
TO: Meeting	Date: 9/24/15	y Commissioners	Minutes of:	Pam Childers, Cler By (Deputy Clerk)	k of the Circuít Co	urt & Compt	roller
This Ea	uipment Has Bee	en Auctioned / Sold		Бу (Берціў Сіегк)			
by:	D					-	
Deces	Print Name		Signature			Date	
Property	ag Returned to	Clerk & Comptroller's Finance De	epartment			_	
Clerk &	Comptroller's F	inance Signature of Receipt		Date			
Property	Custodian, please	complete applicable portions of dispositi	ion form. See	Disposal process chart	s for direction.	rev. sh 11	.19.13

	: Disposing D	1		_COST CE			
Shawn	Fletcher			DATE:	9/10/15		
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		MA	2				
Proper	ty Custodian (S	lignature):	~	Phone No:	595-1678		
		4					
REOUI	EST THE FOLL	OWING ITEM(S) TO BE DISPO	SED:				
TAG	PROPERTY	DESCRIPTION OF ITEM	SERIAL	JUMBER	MODEL	YEAR	CONDITION
(Y/N)	NUMBER						
Y	57835	Dell Laptop Computer	BQQI		XT	2008	Not found during inventor
Y	58137	Dell Desktop Computer	5BGS		Precision 470	2008	Not found during Inventor
Y	61060	Dell Laptop Computer	1DNI		E5540	2014	Not found during inventor
Y	55678	Dell Desktop Computer	GPY.		Optiplex745	2007	Not found during inventor
Y	58196	Dell Laptop Computer	HFX	53B1	D610	2008	Not found during inventor
Disposa	1 Comments:	1					
Disposa	-						
INFORI	MATION TECHN	NOLOGY (IT Technician):	Christopher McG	raw			
		P	rint Name				
Conditio	Dian	ose-Good Condition-Unusable for I					
Conditio	Jus. Disp		DOCC				
	X Disp	oose-Bad Condition-Send for recycli					
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	er is Ready for D	oose-Bad Condition-Send for recycli isposition	ng-Unusable	11-	Tal n	- 4)
		oose-Bad Condition-Send for recycli	ng-Unusable	China	John m	r H	\sim
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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8762		County Administrator's Report	13. 4.
BCC Regular M	eeting	Technical/Public Service Co	onsent
Meeting Date:	09/24/2015		
Issue:	Recommendation fo	r Disposal of County Equipment	
From:	Chris Jones, Propert	y Appraiser	
Organization:	Escambia County Pr	operty Appraiser	
CAO Approval:	jrb		

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Property Appraiser's Office - Chris Jones, Property Appraiser

That the Board approve the Request for Disposition of Property Form for the Property Appraiser's Office, to approve the trade of the item listed (Xerox Printer, County ID: 56778) back to Xerox for partial purchase of the new Xerox Printer.

BACKGROUND:

Item used as trade in value towards purchase of new printer for the Property Appraiser's Office.

BUDGETARY IMPACT:

Trade value placed towards purchase price of new printer, thus saving the county money in the purchase of a new machine.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

IMPLEMENTATION/COORDINATION:

N/A

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Escambia County Property Appraiser COST CENTER NO:

Chris Jones, CFA	DATE:	8-11-	15	
Property Custodian (PRINT FULL NAME)	<u> </u>			<u> </u>
	à		_	
Property Custodian (Signature):	Phone No:	450-4.	34-273	5
(
REQUEST THE FOLLOWING ITEM(S) TO BE DISPOS				
TAG PROPERTY DESCRIPTION OF ITEM (Y / N) NUMBER	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y 56778 Xerox 7655 WorkCenter	VDR554058	Xerox7655	2007	Good
		<u> </u>		
Disposal Comments: Item Traded into Xerox towards	purchase of New Xerox (Co	ounty ID: 614	63)	
—	anielle Horton, Sr Info System St	upport Tech		
	int Name			
•				
Dispose-Bad Condition-Send for recyclin	g-Unusable			
Computer is Ready for Disposition				
Date: 8-11-15 Information Technology Technician	n Signature	ha	Hart	~
Date:		<u> </u>		
FROM: Escambia County Department Director (Signature):		\sim		
	- Chu			
Director (Print Name):		\bigcirc		
RECOMMENDATION:				
10: Board of County Commissioners				
Meeting Date:				
Approved by the County Commission and Recorded in the Mir		(the Circuit Or		
	Pam Childers, Clerk o By (Deputy Clerk)		t & Comptrol	ler
This Equipment Has Been Auctioned / Sold				······································
by:				
Print Name Sign	nature		Date	
Property Tag Returned to Clerk & Comptroller's Finance Depa	rtmcnt			
Clerk & Comptroller's Finance Signature of Receipt				
Property Custodian, please complete applicable portions of disposition	Date		rev. sh 11.19	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8962	County Administrator's Report 13. 5.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/24/2015
Issue:	Natural Resources Management - Request for Disposition of Property
From:	Keith Wilkins, Department Director
Organization:	Natural Resources
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Department of Natural Resources Management - Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board approve the Request for Disposition of Property Form for the Department of Natural Resources Management, for property which is described and listed on the Disposition Form, with reasons for disposition stated.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The property listed on the attached Request for Disposition of Property was stolen from County owned property within the City limits of Pensacola . The theft was reported to the Pensacola Police Department, but the item was not recovered.

BUDGETARY IMPACT:

The Department coordinated with Risk Management and received reimbursement for the stolen item, less the deductible.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal impact

PERSONNEL:

No personnel impact

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Natural Resources Management Department will coordinate with the Clerk and Comptroller's office to ensure the item is removed from the County's asset listing.

Attachments

Disposition Forms

Jusail	R. Holt			DATE:	9/8/15		
Proper	ty Custodian (I	PRINT FULL NAME)	1. 16 a store			
		C.	011	01			
Proper	ty Custodian (S	Signature): <u>SUP</u>	ran R Ho	Phone No:	850.595.457	'9	
		OWING ITEM(S) TO E		-			
TAG	PROPERTY NUMBER	DESCRIPTION OF IT	TEM SERL	AL NUMBER	MODEL	YEAR	CONDITIO
(Y/N) N	057998	Boat Motor	V803	361 & 2231080	RIB 310 Lite	2007	unknown
							· · · · · · · · · · · · · · · · · · ·
S							
Disposa	Comments:	Boat motor was stolen	and has not been	recovered.			
INFORM	AATION TECH	NOLOGY (IT Technician):				
			Print Name				
Conditio	Dier	oose-Good Condition-Unu					
Conditio							
		oose-Bad Condition-Send		e			
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Comput Date: 9 FROM: RECOM TO: Meeting	Disp er is Ready for D /8/15 Escambia Count IMENDATION: Board of County Date:	oose-Bad Condition-Send isposition Information Technolog y Department Director (S Director (P / Commissioners	for recycling-Unusable y Technician Signature ignature): rint Name): Keith	e: Mhh Wilkins		~	
Comput Date: Date: 9 FROM: RECOM TO: Meeting	Disp er is Ready for D /8/15 Escambia Count IMENDATION: Board of County Date:	oose-Bad Condition-Send isposition Information Technolog y Department Director (S Director (P	for recycling-Unusable y Technician Signature ignature): rint Name): Keith	e: Mhh Wilkins	K of the Circuit Cou	urt & Comptr	roller
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Comput Date: 9 FROM: FROM: TO: Meeting Approve	Disp er is Ready for D /8/15 Escambia Count IMENDATION: Board of County Date: ed by the County aipment Has Bee Print Name	oose-Bad Condition-Send hisposition Information Technology y Department Director (S Director (P / Commissioners Commission and Recorde	for recycling-Unusable y Technician Signature ignature): rint Name): Keith ed in the Minutes of: Signature	e: MMM Wilkins Pam Childers, Clev	k of the Circuit Cou	urt & Comptr Date	roller
Comput Date: 9 FROM: FROM: TO: Meeting Approve	Disp er is Ready for D /8/15 Escambia Count IMENDATION: Board of County Date: ed by the County aipment Has Bee Print Name	oose-Bad Condition-Send hisposition Information Technology y Department Director (S Director (P / Commissioners Commission and Recorde	for recycling-Unusable y Technician Signature ignature): rint Name): Keith ed in the Minutes of: Signature	e: MMM Wilkins Pam Childers, Clev	k of the Circuit Cou		roller



America's First Settlement And Most Historic City

Office of the Chief of Police

May 12, 2011

Matthew Thomas Kelly 521 Woodbine Dr. Pensacola, FL 32503

Re: PPD Case #: Item Stolen#: Serial #: Make/Model #: Report Date: 11-003542 Outboard Motor OR223180 4/13/2011

Dear Mr. Kelly:

On April 13, 2011, you filed a theft report with this department regarding the above item. According to our records, the item has not yet been recovered.

Please contact our Records Section between 7:30 a.m. and 5:00 p.m. Monday thru Thursdays at (850) 435–1915 to confirm our records reflect the correct status of this item. We also request you contact us if the item has been found or is found at a later time.

Sincerely,

Chip W. Simmons Chief of Police

Ashley Joyner, Administrator Police Records



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8957	County Administrator's Report 13. 6.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/24/2015
Issue:	Recommendation Concerning Disposition of Surplus Property for the Animal Services Division
From:	Donald R. Mayo, Building Official/Department Director
Organization: CAO Approval:	Building Services

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Animal Services Division - Donald R. Mayo, Building Services Department Director

That the Board approve two Request for Disposition of Property Forms for the Animal Services Division, for all items of equipment, which are described and listed on the Request Forms, with reasons for disposition stated. The items are to be auctioned as surplus or disposed of properly.

BACKGROUND:

Escambia County policy establishes the procedure for disposition of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statutes that require the Board of County Commissioners to declare surplus all assets items listed on the County's fixed asset inventory that will be disposed of.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with Board of County Commissioner Policy -Section II, B-1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Building Services Department, Animal Services Division will

remove the property tag and return the tag and signed Disposition to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Animal Services Division's inventory.

Attachments

Disposition of Property_Animal Services Division_PN55450 Disposition of Property_Animal Services Division_PN53211

		Department: Anima/Service		COST CEN	TER NO:	22020	04
Daw	a Harris		2				
Property	y Custodian ((PRINT FULL NAME)		_			
Property	y Custodian (Signature): Deun Hau	6	Phone No:	295-0	090	
TAG	ST THE FOL PROPERTY	LOWING ITEM(S) TO BE DIS DESCRIPTION OF ITEM		NUMBER	MODEL	YEAR	CONDITION
(Y / N)	NUMBER						
	55450	6×10 Dunp Trailer	432262;	1836000317	Tag 161467	20000	
Disposal	Comments:	Fellapart-axtebraten	1. Ct o land	1611 6.73-	14		and the second
11	ported on	2014 Fixed ASSET inven	itery	0 32			
		INOLOGY (IT Technician):					
			Print Name				
Conditio	ns: Dis	spose-Good Condition-Unusable for	or BOCC				
conunto		spose-Bad Condition-Send for recy					
			ening-onusable				
Compute	er is Ready for	Disposition					
			a contra como				
Date:		Information Technology Techr	nician Signature:	<i></i>			
	8-31-1	-					
Date:	1-01-1		(all	1		
		hty Department Director (Signatur	e): 10	appl	, Quo		
		nty Department Director (Signatur	1	Donal	Dya VR	Mais	
			1	Donald	R.	Maya	>
FROM:		nty Department Director (Signatur Director (Print Na	1	Donald	R.	Mayz	>
FROM: RECOM	Escambia Cou	nty Department Director (Signatur Director (Print Na	1	Donald	R.	Mayz	2
FROM: RECOM TO:	Escambia Cou	nty Department Director (Signatur Director (Print Na I:	1	Donald	R.	Mayz	>
FROM: RECOM TO:	Escambia Cour MENDATION Board of Coun	nty Department Director (Signatur Director (Print Na I:	1	Donald	R.	Mayz	2
FROM: RECOM TO: Meeting	Escambia Cour MENDATION Board of Cour Date:	nty Department Director (Signatur Director (Print Na I: ty Commissioners	ime):	Donald	R.	Mayz	>
FROM: RECOM TO: Meeting	Escambia Cour MENDATION Board of Cour Date:	nty Department Director (Signatur Director (Print Na I:	e Minutes of:	Donald Donald			
FROM: RECOM TO: Meeting	Escambia Cour MENDATION Board of Cour Date:	nty Department Director (Signatur Director (Print Na I: ty Commissioners	e Minutes of:	Pam Childers, Clerk			
FROM: RECOM TO: Meeting Approve	Escambia Cour MENDATION Board of Cour Date: d by the Count	nty Department Director (Signatur Director (Print Na I: ty Commissioners	e Minutes of:				
FROM: RECOM TO: Meeting Approve This Equ	Escambia Cour MENDATION Board of Cour Date: d by the Count	nty Department Director (Signatur Director (Print Na I: ty Commissioners y Commission and Recorded in th een Auctioned / Sold	e Minutes of:				
FROM: RECOM TO: Meeting Approve This Equ by:	Escambia Cour MENDATION Board of Cour Date: d by the Count	nty Department Director (Signatur Director (Print Na I: ty Commissioners y Commission and Recorded in th een Auctioned / Sold	e Minutes of:				
FROM: RECOM TO: Meeting Approve This Equ by:	Escambia Cour MENDATION Board of Courn Date: d by the Count tipment Has Be Print Name	nty Department Director (Signatur Director (Print Na I: ty Commissioners y Commission and Recorded in th een Auctioned / Sold	e Minutes of: F Signature			urt & Compt	
FROM: RECOM TO: Meeting Approve This Equ by: Property	Escambia Cour MENDATION Board of Courn Date: d by the Count tipment Has Be Print Name Tag Returned	nty Department Director (Signatur Director (Print Na I: ty Commissioners y Commission and Recorded in th een Auctioned / Sold	e Minutes of: F Signature Department			urt & Compt	

TO:			nance Departm		COST CEN	TED NO	0.0.0	
FROM	: Disposing	Department:	Animal S	ervices	COST CEN	TER NO:	22020	9
	Dawn	Harris			DATE:	8.31	15	
	ry Custodian	(PRINT FULL (Signature):	NAME)	- Herris	Phone No:	595.	0090	
REQUE			A(S) TO BE DIS					
TAG (Y/N)	PROPERTY NUMBER	DESCRIPT	ION OF ITEM	SERI	AL NUMBER	MODEL	YEAR	CONDITION
Y	53211	Off: Plex	SK270	C3VT2	351	SX270	2004	Dead
Disposal	Comments:	unit is	s at Anima	1 Shelter	in Downs of	Fice, aux	iting d.	sposal.
Date:	-Di er is Ready for 8-3/-6	spose-Bad Condi Disposition Information	dition-Unusable f ation-Send for rec Fechnology Techn Director (Signatur Director (Print Na	yeling-Unusabl		Nopp RMa	YO	
RECOM TO: Meeting		I: ity Commissione	rs				5	
Approve	ed by the Count	y Commission a	nd Recorded in th	e Minutes of:	Pam Childers, Clerk By (Deputy Clerk)	s of the Circuit C	ourt & Compt	roller
This Eq	uipment Has B	een Auctioned / S	Sold					
Deener	Print Name	to Clark & Com	straller's E	Signature			Date	
Property	ag ketumed	to Clerk & Com	ptroller's Finance	Department				
Clerk &	Comptroller's	Finance Signatur	re of Receipt		Date			
Property	Custodian, pleas	e complete applica	ble portions of dispo	osition form. See	Disposal process charts	for direction.	rev. sh 11	.19.13

Dawn Harris

From:helpdesk@myescambia.comSent:Friday, July 10, 2015 1:19 PMTo:Dawn HarrisSubject:[TICK:11398] 2nd intake computer won't come up

Ticket Updated.

For complete details, see: http://helpdesk.myescambia.com/userui/ticket?ID=11398

----- Change by Keith W. Holland at 07/10/2015 13:17:14 -----

Added resolution text. Changed ticket Status from "Opened" to "Closed".

Resolution:

Found six leaking capacitors. Informed Dawn this ten year old piece of equipment needs to be turned in for disposal. Replaced this with a long term temp computer, until permanent replacement is in.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8930	C	ounty Administrator's Report	13. 7.
BCC Regular M	eeting	Technical/Public Service Co	nsent
Meeting Date:	09/24/2015		
Issue:	Request for Disposition	n of Property	
From:	Michael Tidwell, Depar	tment Director	
Organization:	Corrections		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Corrections Department - Michael A. Tidwell, Corrections Department Director

That the Board approve four Request for Disposition of Property Forms for the Corrections Department, Community Corrections Division, Environmental Enforcement Division, Road Prison and the Jail, as provided, for property which is described and listed on the Disposition Forms. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

BACKGROUND:

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

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

Property Disposals

TO:		nptroller's Finance Departmen	t	COAT OF			
	1: Disposing Department: Corrections				NTER NO:	290201	
Melissa				DATE:	8/24/15		
2	y Custodian (I	PRINT FULL NAME) Signature):	W	Phone No:	850-595-31	07	
REQUE	ST THE FOLL	OWING ITEM(S) TO BE DISPO		-			
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERI	AL NUMBER	MODEL	YEAR	CONDITION
Y	048199	ICE MAKER W/ BIN		990921038	QD1802A	1999	BROKEN
					1		
			_		-		
Diananal	Commenter						
Disposal	Comments:						
DIFORM	(ITA) ITCOID	NOLOGY (IT Technician):					
Date: FROM:	er is Ready for D	ose-Bad Condition-Send for recycli isposition Information Technology Technici y Department Director (Signature): Director (Print Name	an Signature		After 1 A. Tio	il las.	/
	IMENDATION:	6					
	Board of County						
Meeting	Date:						
Approve	d by the County	Commission and Recorded in the M	finutes of:	Pam Childers, Cler	k of the Circuit Co	ourt & Compti	oller
				By (Deputy Clerk)			
200 - 22	ipment Has Beer	n Auctioned / Sold					
by:	Print Name		ignature			Date	
		Clerk & Comptroller's Finance De				irune	
Clerk &	Comptroller's Fi	nance Signature of Receipt		Date		-	
-		complete applicable portions of disposition	on form. See		s for direction.	rev. sh 11.	19.13

TO:		nptroller's Finance Departmen	t			290101	
FROM: Disposing Department: Corrections				COST CEN			
Melissa	11 190 1999 M			DATE:	8/24/15	_	
	ty Custodian (1 ty Custodian (5	Signature):	W	Phone No:	850-595-310)7	
		OWING ITEM(S) TO BE DISPO					
TAG (Y/N)	그렇게 지금 사람이 해외에서 지지 않는 것을 같은 것 같은 것이 집에 한 가슴이 했다. 그는 것은 것은 것이 같은 것을 했다.		AL NUMBER	MODEL	YEAR	CONDITION	
Y	049044	PROJECTOR W/ CASE		009875	ULTRALITE XL	2000	BROKEN
Y	057288	LP440CDN PRINTER		77140293	LP440CDN	2008	BROKEN
						-	
						_	
Disposa	Comments:					_	
		NOLOGY (IT Technician):					
Date: Date: FROM:	Disp er is Ready for D	Information Technology Technici	ng-Unusable an Signature		A. Tick	- Luell	
TO;	Board of County	Commissioners					
Approve	d by the County	Commission and Recorded in the M	finutes of:	Pam Childers, Clerk By (Deputy Clerk)	k of the Circuit Cou	rt & Comptr	oller
This Equ by:	ipment Has Bee	n Auctioned / Sold					
	Print Name	s	ignature			Date	
		Clerk & Comptroller's Finance De	<u> </u>				
Clerk &	Comptroller's Fi	nance Signature of Receipt		Date			
		complete applicable portions of disposition	on form. See l	Disposal process charts	s for direction.	rev. sh 11.	19.13

TO:		nptroller's Finance Departmen epartment: Corrections	t	COSTOR	TED NO	000004	
			COST CEN		290301		
	a Snow	PRINT FULL NAME)		DATE:	8/25/15		
	ty Custodian (S	nll	W	Phone No:	850-595-31	07	
		OWING ITEM(S) TO BE DISPO					
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIA	L NUMBER	MODEL	YEAR	CONDITION
Y	057960	DLP Projector	8	FWQJD1	1409X	2008	BROKEN
Disposa	l Comments:						
		NOLOGY (IT Technician):					
Date: Date: 8 FROM:	er is Ready for D	Information Technology Technici	an Signature		A. Trad	*h	
	IMENDATION: Board of County	Commissionare					
Meeting		commissioners					
		Commission and Recorded in the M	finutes of:	Pam Childers, Clerk	of the Circuit Co	urt & Comptr	oller
	1 13 17			By (Deputy Clerk)	-		
	aipment Has Beer	n Auctioned / Sold					
by:	Print Name		ignature			Date	
						Date	
		Clerk & Comptroller's Finance De	partment				
		nance Signature of Receipt	partment	Date		-	

TO: FROM		mptroller's Finance Departmen Department: Corrections	t	COST CEN	TER NO:	290401	
Melissa				230401			
	A LOUDE LOUDER S	PRINT FULL NAME)		DATE:	8/27/15		
	y Custodian (S	M	N	Phone No:	850-595-31	07	
REOUE	ST THE FOLL	OWING ITEM(S) TO BE DISPO	SED				
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
		See Attached List					
						-	
Discourse	10						
Disposa	Comments:						
Date:	er is Ready for D	Information Technology Technici	an Signatur		A. Trofi	15811	/
	MENDATION: Board of County	Commissioners					
	1.						
Approve	d by the County	Commission and Recorded in the N	linutes of:	Pam Childers, Clerk By (Deputy Clerk)	of the Circuit Co	urt & Comptr	oller
This Equ	ipment Has Bee	n Auctioned / Sold					
by:							
	Print Name		ignature			Date	
Property	Tag Returned to	Clerk & Comptroller's Finance De	partment				
Clark P.	Comptrallarta E	inance Signature of Receipt		Date		-	
		complete applicable portions of disposition	on form. See		for direction	rev. sh 11.	19.13

Escambia County Jail FY 2015 Fixed Asset Inventory

Location: Jail280

Inventory	Asset ID	Description	Date Acquired	Description	Department	Cost	Model	Serial No
	061564-000	PATIENT TRANSPORT		ITF00111	290401	1,899.99		31790
	061566-000	SEMI-ELECTRIC BED	10/1/13	ITF00113	290401	1,380.00		IVC04C281565
	061568-000	INDUSTRIAL WASHER	10/1/13	ITF00123	290401	12,338.00		3100469817
	061569-000	INDUSTRIAL WASHER	10/1/13	ITF00124	290401	12,338.00	· _	3100470417
	061586-000	WASHER EXTRACTOR	10/1/13	TTF00171	290401	14,170.00		0703083401//07243AA
	061590-000	FULLSET EXTRACTOR	10/1/13	ITF00214	290401	1,395.00		
	061595-000	DRYER	10/1/13	ITF00223	290401	3,470.29		445187
	061599-000	PORTABLE WELDER	10/1/13	ITF00239	290401	2,445.00		LE438228
	061600-000	MIG MACHINE	10/1/13	ITF00240	290401	1,555.00		<u> </u>
	061601-000	MIG MACHINE	10/1/13	ITF00241	290401	1,555.00		
	061602-000	TIG MACHINE	10/1/13	1TF00242	290401	3,106.96		LF185464
	061603-000	TIG MACHINE	10/1/13	ITF00243	290401	3,106.96		LF185467
	061604-000	MILLER MARK 6	10/1/13	ITF00244	290401	9,947.10		LE259034
	051605-000	PLASMA CUTTER	10/1/13	ITF00245	290401	1,499.40		
	061606-000	BAN SAW	10/1/13	ITF00246	290401	4,648.75		
	061607-000	BASIC INFUSION PUMP	10/1/13	ITF00250	290401	2,195.12		59976
	061610-000	CELEPHONE DETECTOR	10/1/13	ITF00260	290401	1,155.00		302402
	061619-000	COLOR MULTI FUNCTION	10/1/13	ITF00282	290401	8,110.60		QJC0705689/1D55247
	061635-000	WASHER EXTRACTOR	10/1/13	ITF00307	290401	1,099.99		74NH3CZC907054P
	061636-000	PORTABLE PULSE	10/1/13	ITF00309	290401	1,300.94		501463566
	061640-000	COPIER MUTIFUNCTIONAL	10/1/13	ITF00323 - CHAPLAIN	290401	2,194.00		NN73303567/ID69585
	061642-000	COAGUCHEK MACHINE	10/1/13	ITF00325	290401	1,258.42		0855134
	061646-000	COPIER MULTIFUNCTIONAL	10/1/13	ITF00329 CC	290401	4,880.00		N482Z12823/ID69424
	061649-000	KAW 36"	10/1/13	TIF511854	290401	2,099.95		511854



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8917		County Administrator's Report	13. 8.
BCC Regular M	leeting	Technical/Public Service Co	onsent
Meeting Date:	09/24/2015		
Issue:	Request for Dispositi	on of Property	
From:	Joy D. Blackmon, P.	E., Director	
Organization:	Public Works		
CAO Approval:			

RECOMMENDATION:

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

That the Board approve the Request for Disposition of Property Form for the Public Works Department, listing two items, one of which was stolen. The Police Report for that item is also provided. The Request Forms have been signed by all applicable authorities.

BACKGROUND:

One of the items of surplus property listed on the attached Request for Disposition of Property Forms was stolen, as noted on the form. 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 Section II, B-1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Request for Disposition of Property form Request for Disposition of Property form monitor

	y Area Transit		NTER NO:	340506	
Kevin Pitts		DATE:	September	1, 2015	
Property Custodian (PRINT FULL NAME)					
Property Custodian (Signature): Ken Ping	5	Phone No:	850-595-322	28	
DESUBST THE FOLLOWING ITEM/S) TO BE DIS	BOSED.				
REQUEST THE FOLLOWING ITEM(S) TO BE DIS TAG PROPERTY DESCRIPTION OF ITEM (Y / N) NUMBER DESCRIPTION OF ITEM		L NUMBER	MODEL	YEAR	CONDITION
N 61433 Dell E5540 Laptop Computer		7609J12	E5540	2014	STOLEN
Disposal Comments: Stolen From Managers Car,	Incident Repo	ort Included			1
Computer is Ready for Disposition Date: Information Technology T	re):	h	LOD, P.E.		
RECOMMENDATION:					
TO: Board of County Commissioners					
Meeting Date:					
Approved by the County Commission and Recorded in th	e Minutes of:	Pam Childers, Cler	k of the Circuit Co	urt & Compt	roller
This Equipment Has Reen Austioned / Sold		By (Deputy Clerk)		-	
		By (Deputy Clerk)			
This Equipment Has Been Auctioned / Sold by: Print Name	Signature	By (Deputy Clerk)		Date	
by:		by (Deputy Clerk)		Date	

!	Age	ncy N	ame					ין	NCID	EN	T/INVI	ESI	IGAII	UN		C	ase#		15-01	4577
	All	any	Police	e Departm	ent						REPC	RT				D	ate / Ti	me R	eported	
1	ORI GA0470100														ast Kno	08/	<u>/07/2015</u>	<u>10:0</u>		
N С		tion	fincide					1	Premise Type					Zone/Tract				08	<u>/01/2015</u>	08:0
ן ו D	Location of Incident 118 Mossydale Ln, Albany GA 31721-						-		-	dence / F	lome			, L2	A	t Found	1 08/	/07/2015	10:0	
ЕΓ	H 1 Crime Incident(s)				(Com)	Weapo	on / T	ools HA	NDS/I	· FEET/TE	ETH		*				Acti			
N T	# 1			Automobile				F	Entry				Exit				Secu	rity		I
			- <u>8-18</u> ne Incide	ent				- <u>()</u>	Weapo	on / T	ools									Act
A T	#2	0							Entry		-		Exit				Secu	ritv		<u> </u>
╸┝		Crit	me Incid	ent				()		on / T	ools									Acti
	#3	CI		Sur				()	Entry				Exit				Secu	ritv		
мо																				
	# of	Victi	ms /	Туре:	INDI	VIDU	AL(NOI	N LE)			Injury:							Dor	nestic: N	
[Victi	m/Busin	ss Name (Las	t, First	Middl	e)				Victim of Crime #	I	DOB 57	Race	Sex	Relation	onship fender	Re	sident State	is M Brand
	V1	CI	RITTEN	IDEN, DEN	IETR	US					1.	Age	58	B	м	ST	Ichder		Resident	
ç †	Ho		ldress											. —	1		Ho		hone	20.05
T I	<u> </u>			SSYDALE L	<u>N, A</u>	lbany,	, GA 31	721-						Bu	sines	s Phone			2 Mobile Pl	29-854
м	Еm		r Name// SCAMB	aaress AA COUNT	Y AR	EA TH	ANSIT	1515 W I	FAIRFL	ELD	DR (MA	ANAC	GER)		511163		595-32	224	MODIICI	10110
Ī	VY 20	R 1/2	Make CHE	V Model CRUZ		St	yle D	Color SIL		Lic/	Lis <i>E12946</i> ,	GA		VN	^{N}IG	IPF5	5C3C	716	0945	
				tim (Denote V.	2, V3)				ictim)		Reporting		(if other	than v						
ο[Ту	pe:									Injury:	:								
Т	Cod	e Na	ime (Las	, First, Middle	:)					ľ	Victim of Crime #	Ð	ЮВ	Race	Sex	Relati To Of	onship fender	Re	sident State	us M Brand
H E												Age								
R	Home Address																Ho	me P	hone	
Ì	Employer Name/Address									Bu	sines	s Phone	;		Mobile Pl	ione				
N T	Ту	ne:									Injury								L	
v			me (Las	l, First, Middle	;)						Victim of		OB	Race	Sex	Relati	onship	Re	ident Statu	s M
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V E	Ho	ne Ad	Idress		<u> </u>										L	L	Ho	ne P	hone	
D		<u> </u>												15					N. 1 1. 19	
	Ет	ploye	r Name//	Address										Bu	sines	s Phone	;		Mobile Pl	ione
	1 =	None	2 = B	urned 3 = Co	unterf	eit / Fo	rged 4 =	 Damaged Other Jurisd 	/ Vandali	ized	5 = Reco	vered	6 = Seiz	ed 7	= St	olen 8	= Unk	nowr	1	
ŀ	VI #		Status Fmv/To												1.0					
- F		<u>Code</u> 07	Fm/To 7	Value \$1,500.00		QTY	COMPLE	Proper TER HARDW	rty Deser				DELL	M	ike/iv	fodel		-		ial Num
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	Officer/ID# HAYWOOD LAMES F (1102													0	histor	dina Sta	les Mal	Tata	Stolen]: \$1,	
-	Offi	cer/ID	<i>н</i> –	Officer/ID# HAYWOOD, JAMES E (1102 Invest ID# TYLER, KONETTA J (10944)										_ 0	uisiai	ung sio	ICU VEI	TOTAL	300 cmj. 31,	

INCIDENT/INVESTIGATION REPORT

By: DDOUGLAS, 08/14/2015 13:55

Page 2

Al	lbany	Police	Departs	nent
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2.

Page 2

Case# 15-014577

Status Codes	1 =	None	2 = Burned 3 = C	Counterfeit / Forged	4 = Damaged / Vandalized 5 = Recovered 6 = 5	seized 7 = Stolen 8 = Unknown
_	IBR	Status	Quantity	Type Measure	Suspected Type	
D -						
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	Assis	ting Of	ficers			
	Susp	ect Hate	e / Bias Motivated:			

NARRATIVE

I RESPONDED TO 201 W OGLETHROPE BLVD TIRS DESK IN NORMAL MODE REFERENCE TO AN ENTERING AUTO. UPON MY ARRIVAL, I MADE CONTACT WITH THE VICTIM. THIS CASE REMAINS ACTIVE.

REPORTING OFFICER NARRATIVE

OCA 15-014577

Albany Police Department

Victim

1 1

CRITTENDEN, DEMETRUS

ENTERING AUTOMOBILE

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Offense

POINT OF ENTRY: BACK TRUNK POINT OF EXIT: BACK TRUNK SCENE PROCESSED; NO ITEMS TAKEN: SILVER LAPTOP DELL LOCATION: 2800 OLD DAWSON RD (HARVEY STORE) PRINTS LIFTED: NO

I RESPONDED TO 201 W OGLETHROPE BLVD TIRS DESK IN NORMAL MODE REFERENCE TO A ENTERING AUTO. UPON MY ARRIVAL, I MADE CONTACT WITH THE VICTIM BLACK MALE DEMETRUS CRITTENDEN. DEMETRUS STATED ON 08012015 AT APPROXIMATELY 0800HRS, HE WAS AT 2800 OLD DAWSON RD (HARVEY STORE) AND AN UNKNOWN SUSPECT(S) STOLE HIS DELL LAPTOP COMPUTER OUT OF THE TRUNK OF HIS 2012 SILVER CHEVROLET CRUZ GA TAG PEI2946. DEMETRUS STATED HE BELIEVE HE OPEN THE TRUNK BY MISTAKE WHILE HE WAS INSIDE THE STORE. DEMETRUS STATED HIS KEY WAS INSIDE HIS POCKET. DEMETRUS STATED SHE OBSERVED THE COMPUTER MISSING WHEN HE GOT BACK TO HIS WORK SITE IN PENSACOLA FLORIDA. THE SCENE WAS NOT PROCESSED DUE TO THE TIME FRAME AND WEATHER CONDITION. UNKNOWN SUSPECT AT THIS TIME. LT. MATHIS WAS NOTIFIED.

Incident Report Related Vehicle List

Albany Police Department

7

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OCA: 15-014577

ļ	VehYr/Makc/Mod	el		Style		Col	lor	Lic/Lis		Vin		
l	2012 CHEV, Cruz			012 CHEV, Cruz 4D SIL			SIL	PEI2946 GA 2016		IG1PF55C3C7160945		
	IBR Status Date None 08/07/2015						Location I 18 MOSSYDALE LN, ALBANY GA					
	Condition		Vali	uc	<i>\$0</i>	. <i>00</i>	fense Code 06D	Jurisdiction Locally	State #		NIC #	
	Name (Last, First,	Middle) Crittend	den, De	emetri	ıs		Also Known As Home Address 118 MOSSYDA				SSYDALE LN	
Business Address ESCAMBIA CO 850-595-3224, MANAC											NY, GA 31721 D-854-6729	
	DOB.	Age 58	Race B	Sex M	Hgt 600	Wgt 150		s, Tattoos, or other disting	uishing features			

Notes

OWNER HAD A LAPTOP STOLEN OUT OF VEHICLE.

		mptroller's Finance Depart					
FROM	: Disposing I	Department: Public Work	s / Engineering	COST CEN	NTER NO:	211101	
RHE	LA McCOY			DATE:	09/08/15		
Propert	y Custodian (e	en	Phone No:	595-3452		
TAG	ST THE FOLI	OWING ITEM(S) TO BE DI DESCRIPTION OF ITEM		NUMBER	MODEL	YEAR	CONDITION
(Y/N)	NUMBER	DESCRIPTION OF ITEM	SERIA	NOWIDER	MODEL	ILAK	CONDITION
Y	51240	Deil Ultra Sharp Flat Panel Monitor	29	c-OE6L	Ultra Sharp 200FP	2002	BAD
Disposal	Comments:	This monitor is no longer	operable.	er de restados			
	and the second se						
NFORM	AATION TECH	NOLOGY (IT Technician):	Teresa Creel				
Compute	X Dis er is Ready for I	pose-Bad Condition-Send for re Disposition	ecycling-Unusable		-1/1	1	
Date:	er is Ready for I 09/08/15		chnician Signature: ture):	A Blac	Krion, P.E	1	
Date:	er is Ready for I 09/08/15 Escambia Cour IMENDATION Board of Count	Disposition Information Technology Tec ty Department Director (Signal Director (Print 1	chnician Signature: ture):	A.		1	
Date:	er is Ready for I 09/08/15 Escambia Cour IMENDATION Board of Count Date:	Disposition Information Technology Tec ty Department Director (Signal Director (Print 1	ture):	A Blac			roller
Date: FROM: RECOM TO: Meeting Approve	er is Ready for I 09/08/15 Escambia Cour IMENDATION Board of Count Date:	Disposition Information Technology Tec ty Department Director (Signal Director (Print) y Commissioners	ture):	Pam Childers, Cler	kmon, P.E		roller
Date: FROM: FROM: RECOM TO: Meeting Approve	er is Ready for I 09/08/15 Escambia Cour IMENDATION Board of Count Date:	Disposition Information Technology Tec 	ture):	Pam Childers, Cler	kmon, P.E		roller
Date:	er is Ready for I 09/08/15 Escambia Cour IMENDATION Board of Count Date:	Disposition Information Technology Tec 	ture):	Pam Childers, Cler	kmon, P.E		roller
Date:	er is Ready for I 09/08/15 Escambia Cour IMENDATION Board of Count Date: ed by the Count; uipment Has Be Print Name	Disposition Information Technology Tec 	ture):	Pam Childers, Cler	kmon, P.E	irt & Compt	roller
Date:	er is Ready for I 09/08/15 Escambia Cour IMENDATION Board of Count Date: ed by the Count; uipment Has Be <u>Print Name</u> 'Tag Returned to	Disposition Information Technology Technolog	ture):	Pam Childers, Cler	kmon, P.E	irt & Compt	roller



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8916	County Administrator's Report 13.9.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/24/2015
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 Request for Disposition of Property Form for the Public Safety Department, for property described and listed on the Request Form, 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

		30206
	26/2015	
Property Custodian (PRINT FULL NAME)		
Property Custodian (Signature): Phone No: 47	5-5557	
REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:		
TAG PROPERTY DESCRIPTION OF ITEM SERIAL NUMBER MODEL	YEAR	CONDITION
(Y / N) NUMBER		
N 57011 Optipiex 755 computer 7MFWHF1 OPTIPLEX 755	2008	Poor
N 55263 Lifepsk AED 34750925 AED 500	2006	Poor
N 57051 Light Bar	2008	Poor
N 502031 Light Bar	1999	Poor
N 55705 Gos Delector A3-4313	2007	Poor
N 502218 Projector multimedia	2001	Poor
Disposal Comments: Computer is out dated. Light bars were sold with vehicles. Gas detector is out date	es and to	expensive to fix
Projector is no functional. AED is in non serviceable condition.	<u> </u>	
INFORMATION TECHNOLOGY (IT Technician): TBOY BOBINSON		
Print Name		
Conditions: Dispose-Good Condition-Unusable for BOCC		
Dispose-Bad Condition-Send for recycling-Unusable		
Computer is Ready for Disposition		
comparer is ready for insposition		
Date: 2-15-15 Information Technology Technician Signature: Tage Ilel	anteres anteres anteres	
Date:		
FROM: Escambia/County Department Director (Signature):		
Director (Print Name): Michael D. Wea	VOR	
RECOMMENDATION:		
TO: Board of County Commissioners		
• • • • • • • • • • • • • • • • • • • •		
Meeting Date:		
Approved by the County Commission and Recorded in the Minutes of:	••••	
Pam Childers, Clerk of the Circuit Court	rt & Compl	roller
By (Deputy Clerk)		
This Equipment Has Been Auctioned / Sold		
by:	D .	
	Date	
Property Tag Returned to Clerk & Comptroller's Finance Department		
Clerk & Comptroller's Finance Signature of Receipt Date		
	rev, sh 11	10.12

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8881	County Administrator's Report 13. 10.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/24/2015
Issue:	Disposition of Property
From:	Todd Humble, Library Services Director
Organization:	Library Services
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the West Florida Public Library - Todd Humble, Library Services Director

That the Board approve the Request for Disposition of Property Form for the West Florida Public Library, for property described and listed on the form, with reason for disposition stated.

BACKGROUND:

When the West Florida Public Library was transferred from the City of Pensacola to the Board of County Commissioners, the city Finance office provided lists of capitalized assets to the County. One such listed asset was a "Verteks Cisco Phone Addition." The County assigned property number 61665-000 to this line item. This is not a capital asset in our possession. This line item appears to be resultant from services that were contracted to connect the Southwest Branch Library to Escambia County's Voice over IP phone system at some point during the Library's transition. This asset should be removed to maintain an accurate inventory list.

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 Section II, B-1.

N/A

Attachments

Disposition Form 61665

TO:Clerk & Comptroller's Finance DepartmentFROM:Disposing Department:West Florida Public Library	_COST CEN	TER NO:	NO: <u>110501</u>		
Felix Hotard	DATE:	8/4/15			
Property Custodian (PRINT FULL NAME)					
Property Custodian (Signature):	Phone No:	850-436-50	55		
REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:					
	NUMBER	MODEL	YEAR	CONDITION	
	IA	NA	NA	NA	
Disposal Comments: This is not a capital asset in our possession. T				n services that	
were contracted to connect the Southwest Branch Library to Escambia	County's Voice	over IP phone	system.		
INFORMATION TECHNOLOGY (IT Technician): Felix Hotard Print Name					
Conditions: Dispose-Good Condition-Unusable for BOCC					
Dispose-Bad Condition-Send for recycling-Unusable					
Computer is Ready for Disposition					
Date: 8/4/15 Information Technology Technician Signature:	2 <u>-</u>		aptall, signed by Fek⊥ Hosen Dr. pr≓fek⊥ Hoset or+Vest Forde Des 2015 08 04 14 14 40 05007	Sunda c ubraily ou annel≓ynolaiid@mynabicom t~uS	
Date: 8/4/15					
	. Humble	Degrady segment by 1 ON ton∼"todat , Hu crisus Claim 2011 D6 05 11	odd , murnthe name on West Florida Public Litvary S i 25 191 - 05/307	ysem our Library emacrithumble & nyeits com	
Director (Print Name): Todd H	umble				
RECOMMENDATION:					
TO: Board of County Commissioners					
Meeting Date:					
Approved by the County Commission and Recorded in the Minutes of:					
	am Childers, Clerk / (Deputy Clerk)	of the Circuit Co	urt & Comptr	oller	
This Equipment Has Been Auctioned / Sold					
by:					
Print Name Signature			Date		
Property Tag Returned to Clerk & Comptroller's Finance Department					
Clerk & Comptroller's Finance Signature of Receipt D	ate		-		

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



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8827	County Administrator's Report 13. 11.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/24/2015
Issue:	Request for Disposition of Property
From:	Pam Childers, Clerk of the Circuit Court & Comptroller
Organization:	Clerk & Comptroller's Office
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Office of the Clerk of the Circuit Court and Comptroller - Pam Childers, Clerk of the Circuit Court

That the Board approve three Request for Disposition of Property Forms for the Office of Pam Childers, the Clerk of Court and Comptroller, for property which is to be auctioned or disposed of properly, all which is described and listed on the Form with the Agency and reason stated.

BACKGROUND:

The equipment is unservicable-incomplete or Scrap and is to be Auctioned and/or recycled.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy establishes the procedure for disposing of surplus or obsolete equipment.

IMPLEMENTATION/COORDINATION:

N/A

ClerksDisposals8_20_15 ClerkDisposals8_28_15

TO: FROM		omptroller's Finance Departr Department: Clerk of Court &		COST CEN	TER NO:	Clerk's I	г
Pam C	hilders, Clerk	of Court the Circuit Court ar	nd Comptrolle	r DATE:	August 17, 2	2015	
Propert	ty Custodian ((PRINT FULL NAME)					
Propert	ty Custodian (Signature): Hala	B.Cou	M Phone No:	850-595-483	30	
DEOUE							
TAG (Y / N)	PROPERTY NUMBER	LOWING ITEM(S) TO BE DIS DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
	NOMBER	see listing attached					
					•		
Disposal	l Comments:	Auction and/or recycle	• 			•	<u>. </u>
Conditic Compute Date: FROM: RECOM TO:	ons: Dis Dis er is Ready for I Escambia Cour MENDATION Board of Count	Information Technology Tech hty Department Director (Signatu Director (Print Na	re):		Mdh. If the Circuit C) Fourt and	Comptroller
Approve	ed by the County	Commission and Recorded in the	ne Minutes of:	Pam Childers, Clerk By (Deputy Clerk)	of the Circuit Co	urt & Comptr	roller
This Equ	uipment Has Be	en Auctioned / Sold					
	Print Name	o Clerk & Comptroller's Finance	Signature			Date	
	r ag iverunneu (o elerk & comptioner si mane				_	
	1	Finance Signature of Receipt		Date			
Property	Custodian, please	complete applicable portions of disp	osition form. See	Disposal process charts	for direction.	rev. sh 11.	.19.13

And the second states of the states of the second states (States)	Second realizing a reasonable V real and Sec.		Surplus Equipment			
A CONTRACTOR OF THE OWNER OWN	ACQIDATE	and the second	MANUFACTURER	A CALENDARY AND AND AND A CALENDARY AND A STREET, AND A	SERIAL NUMBER	and the second
41425	8/1/1994	PRINTER - 4503 WITH CABINET	NIXDORF	NPR3059	CBA14114	Scrap
41426	8/1/1994	PRINTER - 4503 WITH CABINET	NIXDORF	NPR3059	CAA09274	Scrap
42911	9/29/1995	PRINTER - 4503 WITH CABINET	NIXDORF	3059	CBA14114	Scrap
44632	10/1/1998	PC - DELL 5100	DELL	5100	72JYM	Unserviceable-Incomplete
45001	9/30/1997	SWITCH - BAYSTACK DEH 2553	BAYSTACK	DEH2553	KEF0009812	Scrap
46760	8/28/1998	PRINTER - PRINTEK 8003	PRINTEK	8003U	LAA34309	Scrap
46821	5/18/1998	LASER PRINTER - HP4000N	HEWLETT PACKARD	HP4000N	USMC047507	Scrap
46822	8/1/1998	LASER PRINTER - HP4000N	HEWLETT PACKARD	HP4000N	USEF131367	Scrap
46824	9/3/1998	LASER PRINTER - HP4000N	HEWLETT PACKARD	HP4000N	USMB266578	Scrap
46825	8/1/1998	LASER PRINTER - HP4000N	HEWLETT PACKARD	HP4000N	USMB211321	Scrap
46905	9/22/1998	SWITCH - BAY NETWORK 350F	BAY	350F	NULL	Scrap
46906 •	9/22/1998	SWITCH - HP PROCURVE 8000M	HEWLETT PACKARD	8000M	NULL	Scrap
47602	4/20/1999	LASER PRINTER - HP4000N	HEWLETT PACKARD	HP4000N	USEC014872	Scrap
47625	7/9/1999	LASER PRINTER - HP4050N	HEWLETT PACKARD	HP4050N	USBC010281	Scrap
47636	9/16/1999	LASER PRINTER - HP4050N	HEWLETT PACKARD	HP4050N	USQA049858	Scrap
47637	9/16/1999	LASER PRINTER - HP4050TN	HEWLETT PACKARD	HP4050TN	USQC042850	Scrap
47638	9/16/1999	LASER PRINTER - HP4050N	HEWLETT PACKARD	HP4050N	USQA049876	Scrap
47648	9/30/1999	SERVER - POWEREDGE 4300	DELL	POWEREDGE 4300	5WE6E	Unserviceable-Incomplete
47649	9/30/1999	SERVER - POWEREDGE 6300	DELL	POWEREDGE 6300	60MMU	Unserviceable-Incomplete
47650	10/8/1999	SERVER - POWEREDGE 6300	DELL	POWEREDGE 6300	6J22A	Unserviceable-Incomplete
47655	4/10/2000	SERVER - POWEREDGE 2300	DELL	POWEREDGE 2300	FHKA4	Unserviceable-Incomplete
47656	3/23/2000	SERVER - HP SURESTORE HD4000	HEWLETT PACKARD	SURESTORE 4000	SG00100445	Unserviceable-Incomplete
47657	3/23/2000	SERVER - HP SURESTORE HD4000	HEWLETT PACKARD	SURESTORE 4000	SG95005436	Unserviceable-Incomplete
47662	4/26/2000	LASER PRINTER - HP4050N	HEWLETT PACKARD	HP4050N	USBC108985	Scrap
47663	4/26/2000	LASER PRINTER - HP4050N	HEWLITT PACKARD	HP4050N	USBB263973	Scrap
47665	5/9/2000	LASER PRINTER - HP4050N	HEWLITT PACKARD	HP4050N	SUSBC126726	Scrap
47666	5/9/2000	LASER PRINTER - HP4050N	HEWLITT PACKARD	HP4050N	SUSBC126727	Scrap
47667	5/9/2000	LASER PRINTER - HP4050N	HEWLITT PACKARD	HP4050N	SUSBC126728	Scrap
47668	5/9/2000		HEWLITT PACKARD	HP4050N		
		LASER PRINTER - HP4050N			SUSBC126729	Scrap
47669	6/14/2000	LASER PRINTER - HP4050N	HEWLITT PACKARD	HP4050N	USBC115130	Scrap
47676	7/17/2000	LASER PRINTER - HP4050N	HEWLITT PACKARD	HP4050N	USBB325972	Scrap
47683	9/14/2000	LASER PRINTER - HP4050N	HEWLETT PACKARD	HP4050N	USBD014435	Scrap
47684	9/14/2000	LASER PRINTER - HP4050N	HEWLETT PACKARD	HP4050N	USBD014435	Scrap
47686	9/15/2000	SERVER - HP SURESTORE HD4000	HEWLETT PACKARD	URESTORE 4000 / J3293	SG02030122	Unserviceable-Incomplete
47687	9/15/2000	SERVER - POWEREDGE 2400	DELL	POWEREDGE 2400	J50W101	Unserviceable-Incomplete
47688	9/15/2000	SERVER - POWEREDGE 2400	DELL	POWEREDGE 2400	160W101	Unserviceable-Incomplete
48854	9/29/2000	PC - DELL 110	DELL	733 110/L	DQ3D201	Unserviceable-Incomplete
48871	9/29/2000	PC - DELL 110	DELL	733 110/L	FTNG201	Unserviceable-Incomplete
48872	9/29/2000	PC - DELL 110	DELL	733 110/L	4TNG201	Unserviceable-Incomplete
48899	1/22/2001	LASER PRINTER - HP4050N	HEWLETT PACKARD	HP4050N	USBC139708	Scrap
48956	4/27/2001	LASER PRINTER - HP4100N	HEWLETT PACKARD	HP4100N	USBNJ20153	Scrap
48957	4/19/2001	LASER PRINTER - HP4100N	HEWLETT PACKARD	HP4100N	USBND07842	Scrap
48958	4/19/2001	LASER PRINTER - HP4100N	HEWLETT PACKARD	HP4100N	USBNG17828	Scrap
48959	4/27/2001	LASER PRINTER - HP4100N	HEWLETT PACKARD	HP4100N	USBNJ20154	Scrap
48960	4/19/2001	LASER PRINTER - HP4100N	HEWLETT PACKARD	HP4100N	USBND07847	Scrap
48961	4/24/2001	LASER PRINTER - HP4100N	HEWLETT PACKARD	HP4100N	USBNJ20140	Scrap
48962	4/27/2001	LASER PRINTER - HP4100N	HEWLETT PACKARD	HP4100N	USBNJ20155	Scrap
48967	4/27/2001	LASER PRINTER - HP4100N	HEWLETT PACKARD	HP4100N	USBNJ20152	Scrap
48972	5/2/2001	PROJECTOR - DELL EMP7600	DELL	EMP7600US	CXU0130159A	Scrap
48975	4/19/2001	LASER PRINTER - HP4100N	HEWLETT PACKARD	HP4100N	USBND07831	Scrap
48976	5/3/2001	LASER PRINTER - HP4100N	HEWLETT PACKARD	HP4100N	USBNH05809	Scrap
48977	5/3/2001	LASER PRINTER - HP4100N	HEWLETT PACKARD	HP4100N	USBNH05811	Scrap
48977	8/9/2001	CAMERA - OLYMPUS PRINTER/CAMERA	OLYMPUS	C860L	70524250	Scrap
				HP4100N	USJN31108	Scrap
50049	4/2/2002	LASER PRINTER - HP4100N	HEWLETT PACKARD			· · · · · · · · · · · · · · · · · · ·
50050	4/2/2002	LASER PRINTER - HP4100N	HEWLETT PACKARD	HP4100N	USBGB20971	Scrap
50051	4/2/2002	LASER PRINTER - HP4100N	HEWLETT PACKARD	HP4100N	USBGB20986	Scrap
50052	4/2/2002	LASER PRINTER - HP4100N	HEWLETT PACKARD	HP4100N	USBGB20974	Scrap
50054	4/5/2002	SCANNER - FUJITSU M4097D	FUJITSU	M4097D	600690	Scrap
50058	4/10/2002	LASER PRINTER - HP4100N	HEWLETT PACKARD	HP4100N	USBDJ04487	Scrap

ACO DATE DESCRIPTION OF ITEM MODEL PROPERTY # MANUFACTURER SERIAL NUMBER CONDITION LASER PRINTER - HP4100TN 50059 4/10/2002 HEWLETT PACKARD HP4100N USJNF29100 Scrap 50060 4/10/2002 LASER PRINTER - HP4100N HEWLETT PACKARD HP4100N USBDJ04490 Scrap 50061 4/10/2002 LASER PRINTER - HP4100N HEWLETT PACKARD HP4100N USBGB02774 Scrap 4/19/2002 50063 LASER PRINTER - HP4100N HEWLETT PACKARD HP4100N **USLNK01875** Scrap 50064 4/25/2002 LASER PRINTER - HP4100N HEWLETT PACKARD HP4100N USLNK01904 Scrap 50068 5/10/2002 SCANNER - FUJITSU M4097D FUJITSU M4097D 515978 Scrap 7/5/2002 SCANNER - FUJITSU M4097D FUJITSU 50086 M4097D 518153 Scrap 50098 9/12/2002 **TAPE DRIVE - QUANTUM SDLT 320** QUANTUM QUANTUM SDLT 320 PMC3400272 Scrap 50099 9/12/2002 **TAPE DRIVE - QUANTUM SDLT 320** QUANTUM QUANTUM SDLT 320 PMC3400278 Scrap Scrap 50101 9/27/2002 LASER PRINTER - HP4100N HEWLETT PACKARD HP4100N USBDC13576 50105 12/30/2002 LASER PRINTER - HP4300TN HEWLETT PACKARD HP4300N CNBY4705621 Scrap 50122 4/21/2003 **PRINTER - PRINTEK 8003** PRINTEK 8003U ZAE52546 Scrap 50123 LASER PRINTER - HP4200N HEWLETT PACKARD 4/25/2003 HP4200N CNDX302653 Scrap 51909 7/21/2003 **COPIER - SAVIN 2527 SAVIN** SAVIN 2527/SR820 J0230500188 Scrap 51944 8/25/2003 LASER PRINTER - HP4300TN HEWLETT PACKARD HP4300TN CNDY404874 Scrap 51945 8/25/2003 LASER PRINTER - HP4300TN HEWLETT PACKARD HP4300TN CNDY507599 Scrap 51949 9/8/2003 LASER PRINTER - HP4300TN HEWLETT PACKARD HP4300N CNDY605205 Scrap FUJITSU 9/22/2003 LASER PINTER - COLOR HP2500TN 52194 2500TN CNGDC12126 Scrap 52197 9/22/2003 SCANNER - FUJITSU M4097D FUJITSU M4097D 601223 Scrap 52207 9/23/2003 PC - OPTIPLEX 270 DELL PC - OPTIPLEX 270 CZNPH31 Unserviceable-Incomplete PC - OPTIPLEX 270 52241 9/23/2003 PC - OPTIPLEX 270 DELL CJ1QH31 Unserviceable-Incomplete 52432 9/24/2003 PC - OPTIPLEX 270 DELL PC - OPTIPLEX 270 7JX1J31 Unserviceable-Incomplete PC - OPTIPLEX 270 52433 9/24/2003 PC - OPTIPLEX 270 DELL 8JX1J31 Unserviceable-Incomplete DELL PC - OPTIPLEX 270 52434 9/24/2003 PC - OPTIPLEX 270 8RX1J31 Unserviceable-Incomplete 52436 9/24/2003 PC - OPTIPLEX 270 DELL PC - OPTIPLEX 270 9RX1J31 Unserviceable-Incomplete 52439 9/24/2003 PC - OPTIPLEX 270 DELL PC - OPTIPLEX 270 CRX1J31 Unserviceable-Incomplete PC - OPTIPLEX 270 52555 1/6/2004 PC - OPTIPLEX 270 DELL H37L241 Unserviceable-Incomplete 52559 2/9/2004 LASER PRINTER - HP4300N HEWLETT PACKARD HP4300N CNGY414725 Scrap 52560 4/1/2004 LASER PRINTER - HP4300N HEWLETT PACKARD HP4300N CNGY418570 Scrap LASER PRINTER - HP4300N 52561 3/31/2004 HEWLETT PACKARD HP4300N CNGY517268 Scrap 52563 4/1/2004 LASER PRINTER - HP4300N HEWLETT PACKARD HP4300N CNGY515940 Scrap 52564 4/1/2004 LASER PRINTER - HP4300N HEWLETT PACKARD HP4300N CNGY418521 Scrap Scrap 52565 3/31/2004 LASER PRINTER - HP4300N HEWLETT PACKARD HP4300N CNGY418502 4/1/2004 LASER PRINTER - HP4300N HEWLETT PACKARD HP4300N CNGY418518 Scrap 52566 HP4300N 4/13/2004 LASER PRINTER - HP4300N HEWLETT PACKARD 52570 CNGY522256 Scrap 52573 4/16/2004 LASER PRINTER - HP4300N HEWLETT PACKARD HP4300N CNGY526245 Scrap 52582 5/7/2004 LASER PRINTER - HP4300N HEWLETT PACKARD HP4300N CNGY432049 Scrap 52583 5/7/2004 LASER PRINTER - HP4300N HEWLETT PACKARD HP4300N CNGY528833 Scrap 52584 5/7/2004 LASER PRINTER - HP4300N HEWLETT PACKARD HP4300N CNGY528839 Scrap 5/7/2004 LASER PRINTER - HP4300N HEWLETT PACKARD HP4300N CNGY531882 52585 Scrap HEWLETT PACKARD HP4350N Scrap 12/27/2004 LASER PRINTER - HP4350N USBXS05261 52596 SHARP FO DC525 47100940 52598 2/4/2005 FAX - SHARP FO DC525 Scrap PC - OPTIPLEX 620 53736 3/28/2005 PC - OPTIPLEX 620 DELL HJLW171 Unserviceable-Incomplete LASER PRINTER - HP4350TN HEWLETT PACKARD HP4350N CNBXB37443 53738 4/7/2005 Scrap 53740 4/14/2005 LASER PRINTER - HP4350N HEWLETT PACKARD HP4350N CNBXC43459 Scrap 4/14/2005 53741 LASER PRINTER - HP4350N HEWLETT PACKARD HP4350N CNBXC43464 Scrap 4/25/2005 D610 7861971 53744 LAPTOP - LATITUDE D610 DELL Unserviceable-Incomplete LAPTOP - LATITUDE D610 Unserviceable-Incomplete DELL D610 4861971 53745 4/25/2005 C761971 Unserviceable-Incomplete 53747 4/25/2005 LAPTOP - LATITUDE D610 DELL D610 53748 4/25/2005 LASER PRINTER - HP4350N HEWLETT PACKARD HP4350N CNBXC45453 Scrap 4/25/2005 LASER PRINTER - HP4350N HEWLETT PACKARD HP4350N CNBXC45439 53749 Scrap HP4350N USBXX22093 53751 5/17/2005 LASER PRINTER - HP4350N HEWLETT PACKARD Scrap 53752 5/17/2005 LASER PRINTER - HP4350TN HEWLETT PACKARD HP4350TN USBXN12131 Scrap 53753 5/17/2005 LASER PRINTER - HP4350TN HEWLETT PACKARD HP4350TN USBXX12834 Scrap 5/17/2005 **PROJECTOR - EIKI 4100** EIKI EIKI 4100 N W/LENS GUYC5796 Scrap 53754 53757 6/1/2005 LASER PRINTER - HP4350TN HEWLETT PACKARD HP4350TN CNBXB39811 Scrap

Escambia County Florida Clerk of the Circuit Court Surplus Equipment

HEWLETT PACKARD

HEWLETT PACKARD

HP4350N

HP4350N

CNBXH04993

CNBXJ00886

Scrap

Scrap

53759

53760

6/16/2005

6/16/2005

LASER PRINTER - HP4350N

LASER PRINTER - HP4350N

	Surplus Equipment PROPERTY # Acq DATE DESCRIPTION OF ITEM MANUFACTURER SERIAL NUMBER CONDITION								
14.1 - San and a state of the San a	and the second se			The second design of the second s					
53768	7/19/2005		DELL	PC - OPTIPLEX 620	59JGW71	Unserviceable-Incomplete			
53769	7/19/2005	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	99JGW71	Unserviceable-Incomplete			
53770 /	7/19/2005	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	C9JGW71	Unserviceable-Incomplete			
53771/	7/19/2005	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	F9JGW71	Unserviceable-Incomplete			
53772	7/19/2005	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	J9JGW71	Unserviceable-Incomplete			
53774 /	7/19/2005	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	7BJGW71	Unserviceable-Incomplete			
53776 -	7/18/2005	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	DBJGW71	Unserviceable-Incomplete			
53777	7/18/2005	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	GBJGW71	Unserviceable-Incomplete			
53778	7/28/2005	FAX - SHARP FO DC526	SHARP	FO DC525	57102616	Scrap			
53781	9/15/2005	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNB03796	Scrap			
53782	9/15/2005	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNGXC03864	Scrap			
53783	9/15/2005	LASER PRINTER - HP4350N	HEWLETT PACKARD	HP4350N	CNC04701	Scrap			
53784	9/15/2005	LASER PRINTER - HP4350N	HEWLETT PACKARD	HP4350N	CND04738	Scrap			
53785	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	60JWG81	Unserviceable-Incomplete			
53786	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	90JWG81	Unserviceable-Incomplete			
53787	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	COJWG81	Unserviceable-Incomplete			
53788	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	FOJWG81	Unserviceable-Incomplete			
53789	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	11JWG81	Unserviceable-Incomplete			
53790	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	31JWG81	Unserviceable-Incomplete			
53791	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	51JWG81	Unserviceable-Incomplete			
53792	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	71JWG81	Unserviceable-Incomplete			
53793	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	C1JWG81	Unserviceable-Incomplete			
53794	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	F1JWG81	Unserviceable-Incomplete			
53795	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	H1JWG81	Unserviceable-Incomplete			
53796	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	32JWG81	Unserviceable-Incomplete			
53797	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	62JWG81	Unserviceable-Incomplete			
53798	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	B2JWG81	Unserviceable-Incomplete			
53800 -	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	13JWG81	Unserviceable-Incomplete			
53801	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	6MHWG81	Unserviceable-Incomplete			
53802	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	BMHWG81	Unserviceable-Incomplete			
> 53803	9/16/2005	PC - OPTIPLEX 520	DELL	PC - OPTIPLEX 520	DMHWG81	Unserviceable-Incomplete			
53805 -	9/21/2005	LASER PRINTER - HP4350N	HEWLETT PACKARD	HP4350N	CNC40131	Scrap			
53820	9/29/2005	LASER PRINTER - HP4350N	HEWLETT PACKARD	HP4350N	CNH05999	Scrap			
<u>53823</u>	10/27/2005	LASER PRINTER - HP4350TN SCANNER - CANON DR 9080C	CANON	HP4350TN DR9080C	CNC11245 CZ305359	Scrap Scrap			
53828 53834	10/9/2005 1/10/2006	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNC17324	Scrap			
53836	2/24/2006	COPIER - LANIER LD245	LANIER	LD245 DIGITAL	64901487	Scrap			
53839	4/25/2005	LAPTOP - LATITUDE D610	DELL	D610	6Y06Q091	Unserviceable-Incomplete			
53840	4/25/2005	LAPTOP - LATITUDE D610	DELL	D610	7Z06Q91	Unserviceable-Incomplete			
53842	4/6/2006	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CND57414	Scrap			
53844	5/5/2006	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CND61403	Scrap			
53848	5/15/2006	FAX - SHARP FO 4470	SHARP	FO-4470	67116512	Scrap			
53850	6/27/2006	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNJ22834	Scrap			
53851	6/27/2006	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNB45720	Scrap			
53852	6/27/2006	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNGXD66834	Scrap			
53853	5/15/2006	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNF84384	Scrap			
53854	8/1/2006	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNJ32626	Scrap			
53857	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	2SBDMB1	Unserviceable-Incomplete			
53860	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	7TBDMB1	Unserviceable-Incomplete			
53861	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	8SBDMB1	Unserviceable-Incomplete			
53862	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	8TBDMB1	Unserviceable-Incomplete			
53863	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	9TBDMB1	Unserviceable-Incomplete			
53864	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	BSBDMB1	Unserviceable-Incomplete			
53865	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	BTBDMB1	Unserviceable-Incomplete			
53866	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	CTBSMB1	Unserviceable-Incomplete			
53868	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	FSBDMB1	Unserviceable-Incomplete			
53869	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	GSBDMB1	Unserviceable-Incomplete			
53870	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	GTBDMB1	Unserviceable-Incomplete			

			Surplus Equipment			
PROPERTY #	ACCENTS	DESCRIPTION OF ITEM	MANUFACTURER	Sidda -	SERVICENTIAL	CONDITION
53871 /	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	HTBDMB1	Unserviceable-Incomplete
53872 /	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	3X2BMB1	Unserviceable-Incomplete
53873 ~	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	3Y2BMB1	Unserviceable-Incomplete
53874	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	4W2BMB1	Unserviceable-Incomplete
53875	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	6W2BMB1	Unserviceable-Incomplete
53876	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	6X2BMB1	Unserviceable-Incomplete
53878	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	9W2BMB1	Unserviceable-Incomplete
53879	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	BX2BMB1	Unserviceable-Incomplete
53880	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	DW2BMB1	Unserviceable-Incomplete
53881	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	DY2BMB1	Unserviceable-Incomplete
53882	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	FX2BMB1	Unserviceable-Incomplete
53883	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	GW2BMB1	Unserviceable-Incomplete
53884 /	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	HV2BMB1	Unserviceable-Incomplete
53885 ~	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	HY2BMB1	Unserviceable-Incomplete
53886 -	8/17/2006	PC - OPTIPLEX 620	DELL	PC - OPTIPLEX 620	JX2BMB1	Unserviceable-Incomplete
53893	8/31/2006	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNGXB47188	Scrap
53894	8/31/2006	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNGXB47613	Scrap
53895 -	8/31/2006	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNGXC42129	Scrap
55183	8/31/2006	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNGXC42132	Scrap
55187 ~	8/31/2006	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNJ23910	Scrap
55188 <	8/31/2006	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNJ23915	Scrap
55190	9/7/2006	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CND73011	Scrap
55191 ~	9/7/2006	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CND73341	Scrap
55210 -	4/16/2007	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNRXK55576	Scrap
55211 -	5/9/2007	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNRXH64990	Scrap
55214 -	7/10/2007	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNRX509058	Scrap
55217 ~	8/3/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	6LKXDD1	Unserviceable-Incomplete
55218 ~	8/3/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	6LKXDD1	Unserviceable-Incomplete
55219 /	8/3/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	JLKXDD1	Unserviceable-Incomplete
55220	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	235YDD1	Unserviceable-Incomplete
55221 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	245YDD1	Unserviceable-Incomplete
55222 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	45SYDD1	Unserviceable-Incomplete
55223 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	53SYDD1	Unserviceable-Incomplete
55224 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	54SYDD1	Unserviceable-Incomplete
55225 <	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	65SYDD1	Unserviceable-Incomplete
55226 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	74SYDD1	Unserviceable-Incomplete
55227	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	85SYDD1	Unserviceable-Incomplete
55228 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	B2SYDD1	Unserviceable-Incomplete
55229 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	H4SYDD1	Unserviceable-Incomplete
55230	9/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	B5SYDD1	Unserviceable-Incomplete
55231	9/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	C3SYDD1	Unserviceable-Incomplete
55232 ~	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	C5SYDD1	Unserviceable-Incomplete
56495 ~	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	G4SYDD1	Unserviceable-Incomplete
56496	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	H3SYDD1	Unserviceable-Incomplete
56497	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	J4SYDD1	Unserviceable-Incomplete
* 56498	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	19SYDD1	Unserviceable-Incomplete
56499 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	37SYDD1	Unserviceable-Incomplete
56500 ~	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	38SYDD1	Unserviceable-Incomplete
56501 ~	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	58SYDD1	Unserviceable-Incomplete
56502 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	67SYDD1	Unserviceable-Incomplete
56503 ~	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	76SYDD1	Unserviceable-Incomplete
56504 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	78SYDD1	Unserviceable-Incomplete
56505 ~	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	885YDD1	Unserviceable-Incomplete
56506 ~	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	975YDD1	Unserviceable-Incomplete
56507 ~	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	B8SYDD1	Unserviceable-Incomplete
56508	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	F6SYDD1	Unserviceable-Incomplete
56509	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	F8SYDD1	Unserviceable-Incomplete
56510	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	F8SYDD1	Unserviceable-Incomplete
55510	0/0/2007			1.0.01111207.745	1 1031001	choefficeable meenpiete

			Surplus Equipment			
PROPERTY #	ACQUATE	DESCRIPTION OF ITEM	MANUFACTURER	MODEL	SERIAL NUMBER	CONDITION
56511 /	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	H7SYDD1	Unserviceable-Incomplete
56512 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	H8SYDD1	Unserviceable-Incomplete
56513 🧹	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	J8SYDD1	Unserviceable-Incomplete
56514	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	13SYDD1	Unserviceable-Incomplete
56515	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	14SYDD1	Unserviceable-Incomplete
56517	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	32SYDD1	Unserviceable-Incomplete
56518 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	33SYDD1	Unserviceable-Incomplete
56519 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	44SYDD1	Unserviceable-Incomplete
56520	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	64SYDD1	Unserviceable-Incomplete
56522	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	82SYDD1	Unserviceable-Incomplete
56523 ~	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	94SYDD1	Unserviceable-Incomplete
56524 /	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	B3SYDD1	Unserviceable-Incomplete
56526 ~	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	D4SYDD1	Unserviceable-Incomplete
56527	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	F3SYDD1	Unserviceable-Incomplete
56528	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	G2SYDD 1	Unserviceable-Incomplete
56529	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	H4SYDD1	Unserviceable-Incomplete
56531	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	3MVYDDi	Unserviceable-Incomplete
56532	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	3NVYDD1	Unserviceable-Incomplete
56534	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	7MVYDD1	Unserviceable-Incomplete
56535	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	8NVYDD1	Unserviceable-Incomplete
56536 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	9MVYDDI	Unserviceable-Incomplete
56538 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	BLVYDDI	Unserviceable-Incomplete
56539	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	CMVYDDI	Unserviceable-Incomplete
56540	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	DNVYDDI	Unserviceable-Incomplete
56541	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	FLVYDD1	Unserviceable-Incomplete
56542	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	FMVYDD1	Unserviceable-Incomplete
56543	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	FNVYDD1	Unserviceable-Incomplete
56544	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	HLVYDD1	Unserviceable-Incomplete
56545 ~	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	JMVYDD1	Unserviceable-Incomplete
56546 /	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	2MVYDDI	Unserviceable-Incomplete
56547	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	2NVYDD1	Unserviceable-Incomplete
56548	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	4NVYDDI	Unserviceable-Incomplete
56549	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	6MVYDDI	Unserviceable-Incomplete
56551 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	8LVYDD1	Unserviceable-Incomplete
56552 ~	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	8MVYDDI	Unserviceable-Incomplete
56553 /	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	9LVYDDI	Unserviceable-Incomplete
56554 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	BMVYDD1	Unserviceable-Incomplete
56555 /	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	CLVYDD1	Unserviceable-Incomplete
56557 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	VYDDI	Unserviceable-Incomplete
56558 ~	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	GMVYDDI	Unserviceable-Incomplete
56559	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	HNVYDD1	Unserviceable-Incomplete
56560	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	JLVYDD I	Unserviceable-Incomplete
56561 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	JNVYDDI	Unserviceable-Incomplete
56562	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	17SYDD1	Unserviceable-Incomplete
56563	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	36SYDD1	Unserviceable-Incomplete
56564	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	485YDD1	Unserviceable-Incomplete
56565	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	57SYDD1	Unserviceable-Incomplete
56566	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	66SYDD1	Unserviceable-Incomplete
56567 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	68SYDD1	Unserviceable-Incomplete
56568 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	875YDD1	Unserviceable-Incomplete
56569 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	985YDD1	Unserviceable-Incomplete
56570 ~	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	B6SYDD1	Unserviceable-Incomplete
56571 ~	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	C8SYDD1	Unserviceable-Incomplete
56572	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	D5SYDD1	Unserviceable-Incomplete
56573	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	D6SYDD1	Unserviceable-Incomplete
56574	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	D6SYDD1	Unserviceable-Incomplete
56575	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	G8SYDD1	Unserviceable-Incomplete
	1	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	J5SYDD1	Unserviceable-Incomplete
56576 -	8/6/2007	FU- OF IPLEA 743		I FC - OF HFLLX 745	10001	

	Sulpus couplins coupling the									
PROPERTY	ACO DATE	DESCRIPTION OF ITEM	MANUFACTURER	MODEL	SERVAL NUMBER	CONDITION				
56577 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	J7SYDD1	Unserviceable-Incomplete				
56578 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	10SYDD1	Unserviceable-Incomplete				
56579 🥜	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	11SYDD1	Unserviceable-Incomplete				
56581	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	50SYDD1	Unserviceable-Incomplete				
56582 /	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	51SYDD1	Unserviceable-Incomplete				
56583 🦯	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	60SYDD1	Unserviceable-Incomplete				
56584 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	6ZRYDD1	Unserviceable-Incomplete				
56585 <	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	71SYDD1	Unserviceable-Incomplete				
56586 🖉	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	90SYDD1	Unserviceable-Incomplete				
56587 <	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	9ZRYDD1	Unserviceable-Incomplete				
56588 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	COSYDD1	Unserviceable-Incomplete				
56589 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	DZRYDDI	Unserviceable-Incomplete				
56590 -	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	FOSYDD1	Unserviceable-Incomplete				
56591 🥤	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	FZRYDD1	Unserviceable-Incomplete				
56592 1	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	GOSYDD1	Unserviceable-Incomplete				
56593 1	8/6/2007	PC - OPTIPLEX 745	DELL	PC - OPTIPLEX 745	HZRYDD1	Unserviceable-Incomplete				
56598 -	8/21/2007	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNRXK72108	Scrap				
56599 1	8/21/2007	LASER PRINTER - HP4350TN	HEWLETT PACKARD	HP4350TN	CNRXL78573	Scrap				
56608 <	11/15/2007	LASER PRINTER - HP4350N	HEWLETT PACKARD	HP4350N	CNRXR46468	Scrap				

Scrap --- Property that has no value except for its basic material content.

Unserviceable-Incomplete --- Material requiring additional parts or components to complete the end item prior to issue.

Kara Cowen (COC)

From:Hank Misiak (COC)Sent:Monday, August 17, 2015 11:59 AMTo:Kara Cowen (COC)Subject:FW: Surplus PropertyAttachments:Clerk Property Excess list 2015 -0807.pdf; Clerk Property Excess list 2015 -0807.xlsx

Hank Misiak, I.T. PAM CHILDERS, Clerk of the Circuit Court & Comptroller First Judicial Circuit, Escambia County PO Box 333 Pensacola, FL 32591-0333 850-595-0172 hmisiak@escambiaclerk.com www.EscambiaClerk.com

NOTICE: Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

From: Lendy Davis (COC) Sent: Friday, August 14, 2015 2:41 PM To: Pam Childers (COC) Cc: Hank Misiak (COC) Subject: Surplus Property

Pam,

Attached is a list of I.T. equipment that is ready for recycling or disposal. These 310 items all have county property numbers, so the list of items will require BCC approval before disposal. This type of list is normally included in the BCC agenda in the Clerk's Report.

I've confirmed with Shawn Fletcher in BCC I.T. that non-BCC agencies are not required to have I.T. to inspect the equipment prior to disposal. The BCC departments are required to have PCs and printers inspected by I.T. prior to disposal.

Disposing of this outdated and broken equipment will clear out our I.T. storage area on the second floor.

Thank you,

Lendy Davis, I.T. Director

PAM CHILDERS, Clerk of the Circuit Court & Comptroller First Judicial Circuit, Escambia County PO Box 333 Pensacola, FL 32591-0333 850-595-0171 Ifdavis@escambiaclerk.com

www.EscambiaClerk.com

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ITEM DESCRIPTION TOTAL UNITS CAMERA - OLYMPUS PRINTER/CAMERA 1 **COPIER - LANIER LD245** 1 COPIER - SAVIN 2527 1 FAX - SHARP FO 4470 1 FAX - SHARP FO DC525 1 FAX - SHARP FO DC526 1 5 LAPTOP - LATITUDE D610 LASER PINTER - COLOR HP2500TN 1 LASER PRINTER - HP4000N 5 LASER PRINTER - HP4050N 14 LASER PRINTER - HP4050TN 1 LASER PRINTER - HP4100N 21 LASER PRINTER - HP4100TN 1 LASER PRINTER - HP4200N 1 LASER PRINTER - HP4300N 13 LASER PRINTER - HP4300TN 4 13 LASER PRINTER - HP4350N LASER PRINTER - HP4350TN 1 LASER PRINTER - HP4350TN 27 PC - DELL 110 3 PC - DELL 5100 1 PC - OPTIPLEX 270 8 PC - OPTIPLEX 520 18 PC - OPTIPLEX 620 35 PC - OPTIPLEX 745 106 PRINTER - 4503 WITH CABINET 3 2 **PRINTER - PRINTEK 8003** PROJECTOR - DELL EMP7600 1 **PROJECTOR - EIKI 4100** 1 SCANNER - CANON DR 9080C 1 SCANNER - FUJITSU M4097D 4 SERVER - POWEREDGE 4300 1 3 **SERVER - HP SURESTORE HD4000** SERVER - POWEREDGE 2300 1 SERVER - POWEREDGE 2400 2 SERVER - POWEREDGE 6300 2 SWITCH - BAY NETWORK 350F 1 SWITCH - BAYSTACK DEH 2553 1 SWITCH - HP PROCURVE 8000M 1 TAPE DRIVE - QUANTUM SDLT 320 2 310 Grand Total

TO: FROM		mptroller's Finance Departme Department: Clerk of Court & (COST CEN	TER NO:	Finance/	Archives
		of the Circuit Court & Comptr		— DATE:	August 28, 2	2015	
		(PRINT FULL NAME)					
-	ty Custodian (March	Coum	Phone No:	850-595-483	30	
REOU	EST THE FOL	LOWING ITEM(S) TO BE DISF	POSED:				
TAG	PROPERTY	DESCRIPTION OF ITEM		NUMBER	MODEL	YEAR	CONDITION
(Y / N)	NUMBER	5		100			
Y	50069	Fujitsu Scanner		486	M4097D	2002	Obsolete
Y Y	48990 59576	Cabinet 28* Dell Computer		A 75V1	790	2001	Flooded
Y	39576		K3W	/541	/30	2012	
Y							
Y							
Disposa	l Comments:	Items are Obsolete, destroye	d in the flood a	already dispo	osed.		
Comput Date: Date: FROM:	DisDisDis	Information Technology	cling-Unusable	M Chu ilders, Clerk o	f the Circuit C	ourt and (Comptroller
TO: Meeting		y Commissioners					
Approve	ed by the County	Commission and Recorded in the	Pa	ım Childers, Clerk / (Deputy Clerk)	of the Circuit Cou	urt & Comptr	oller
This Eq	uipment Has Be	en Auctioned / Sold					
by:							
	Print Name	-	Signature			Date	
Property	Tag Returned t	o Clerk & Comptroller's Finance I					
Clerk &	Comptroller's F	Finance Signature of Receipt	- <u>–</u> D	ate		-	
		complete applicable portions of dispos	ition form. See Disp	osal process charts	for direction.	rev. sh 11.	19.13

Kara Cowen (COC)

From: Sent: To: Cc: Subject: Lorraine Hudson (COC) Thursday, August 27, 2015 4:54 PM Kara Cowen (COC) Pam Childers (COC) Dispose of Scanners

Kara,

Will you please add to your property disposition list, asset number 50069, Fujitsu 4097 desk scanner? | talked to Lendy today and he said since it was a 4000 series to dispose of it.

Thanks, Lorraine **Lorraine Hudson, Manager, Treasury/Payroll** PAM CHILDERS, Clerk of the Circuit Court & Comptroller First Judicial Circuit, Escambia County 221 S Palafox Place Ste 140 Pensacola, FL 32502 850-595-4836 Ihudson@escambiaclerk.com www.EscambiaClerk.com

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SUNGAURD PENTAMATION DATE: 08/28/2015 TIME: 10:54:28

ESCAMBIA COUNTY CLERK - LIVE FIXED ASSETS LISTING

SELECTION CRITERIA: assets.tagno='50069'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION	DEPRECIATION INFORMATION
50069 -000	FUJITSU SCANNER M4097D MFR FUJITSU MODEL M4097D S/N 516486 INVENTORY DATE CONDITION GOOD STATUS STUDENT NEXT SCHEDULED MAINTENANCE		VENDOR R C COMPUTER PO 2002351 UNITS 1 CHECK UN CST 4783.30 ACQUIRE 05/10/02 COST 4783.30 INS CO OFFICIAL RECORDS INS VAL 0.00	EST LIFE 3 DEP LIFE DEP N POST DP N DEP METH SALVAGE VALU .00 ACCUM DEP 4783.30 REM BOOK BASIS .00 DEP BASIS 4783.30 LAST POSTING DATE 09/30/06 SALE AMOUNT .00 RETIRED DATE
DIST	RIBUTION INFORMATION FUNCTION SPI SPI DEFAULT	ACTIVITY SPI	DEP ORGN	ACCOUNT PCT 1.00

REPORT TOTAL	1 RECORDS SELECTED	
COST		4,783.30
INSURAN	CE VALUE	.00
SALVAGE	VALUE	.00
ACCUMUL	ATED DEPRECIATION	4,783.30
SALE AM	OUNT	.00

Pam Childers, Clerk & Comptroller

Fixed Asset Inventory

For FY 2015

Dept Title	Y/N LOCATED	Tagno	Serial No	Acqdate	Des	Model	Initcost	Stats
ARCHIVES	N-Official Records	35227	3186B	8/22/1988	DENSITOMETER TD932	TD932	1,255.00	
	Y-Warehouse	40413	3121306	8/17/1993	READER PRINTER ABR 2000	ABR2000	3,785.00	
	Y-Docket Room	41436	94P3048	8/1/1994	PROCESSOR DIAZO ABR 506	ABR-506	5,945.00	
	Y-Docket Room	45389	364243	5/9/1997	CAMERA PLANETARY FILEMSTR III	FILEMASTER III	6,990.00	
	Y-Docket Room	45391	364241	5/9/1997	CAMERA PLANETARY FILEMSTR II	FILEMASTER III	6,990.00	
	Y-Docket Room	47647		9/24/1999	CABINET DOCKET BOOK HOLDER	ROLLER SHELVES TO HOLD	1,300.00	WAREHOUS
	Y-Back of the office	48891		7/7/2000	FILE CABINET VERT 9 DRAWER	VERT 9 DRAWER	1,261.00	FRONT
	Y-Back of the office	48892		7/7/2000	FILE CABINET VERT 9 DRAWER	VERT 9 DRAWER	1,261.00	FRONT
	Y-Back of the Office	48893		7/7/2000	FILE CABINET VERT 9 DRAWER	VERT 9 DRAWER	1,261.00	FRONT
	Y-Broken	48901	10010435	3/2/2001	BAR CODE SCANNER APEX II	APEX II	1,999.00	
	Y-Broken	48902	10010436	3/2/2001	BAR CODE SCANNER APEX II	APEX II	1,999.00	
	Y- Back of the Office	48964	32005983	4/18/2001	SCANNER WITH WORK STN SP2000	SP2000	9,785.08	
	Y-Back of the office	48965	32005967	4/18/2001	SCANNER WITH WORK STN SP2000	SP2000	9,785.08	
	Y-Back of the office	48966	3117960	4/18/2001	LASER PRINTER MSP 3000	MSP 3000	2,708.83	
	Y- Front of the	48982		5/21/2001	DOCKET BOOK HOLDERS RD404-SSF	RD404-SSF	2,558.75	
	Y- Front of the	48983		5/21/2001	DOCKET BOOK HOLDERS RD404-SSF	RD404-SSF	2,558.75	
	Y-Front of the office	48984		5/21/2001	DOCKET BOOK HOLDERS RD404-SSF	RD404-SSF	2,558.75	
	Y-Front of the office	48985		5/21/2001	DOCKET BOOK HOLDERS RD404-SSF	RD404-SSF	2,558.75	
	Y-Front of the office	48986		5/21/2001	DOCKET BOOK HOLDERS RD404-SSF	RD404-SSF	2,558.75	
	Y-Front of the office	48987		5/21/2001	DOCKET BOOK HOLDERS RD404-SSF	RD404-SSF	2,558.75	
	Y-Front of the office	48988		5/21/2001	DOCKET BOOK HOLDERS RD404-SSF	RD404-SSF	2,558.75	
<u> </u>	Y-Front of the office	48989		5/21/2001	DOCKET BOOK HOLDERS RD404-SSF	RD404-SSF	2,558.75	
	N-Discarded(flood)	48990		5/23/2001	CABINET 28" (2 MOD DRAWERS)		1,058.77	
	Y-Docket Room	49725	MBP031574000065	6/6/2001	HEAVY DUTY BINDING MACHINE	EPK-21	1,695.00	ARCHIVES
	Y- Back of the office	49746		7/26/2001	FILE CABINET - 6 DRAWER - KI	S7L36735/36120R/RS/3615	1,189.00	
	Y-Back of the office	49747		7/26/2001	FILE CABINET - 6 DRAWER - KI	S7L36735/36120R/RS/3615	1,189.00	
	Y-Back of the office	49748		7/26/2001	FILE CABINET - 6 DRAWER - KI	S7L36735/36120R/RS/3615	1,189.00	
	Y- Back of the office	49749		7/26/2001	FILE CABINET - 6 DRAWER - KI	S7L36735/36120R/RS/3615	1,189.00	
	Y-Back of the office	49750		7/26/2001	FILE CABINET - 6 DRAWER KI	S7L36735/36120R/RS/3615	1,189.00	
	Y-Back of the office	49751		7/26/2001	FILE CABINET - 6 DRAWER - KI	S7L36735/36120R/RS/3615	1,189.00	
	Y-Back of the office	49752		7/26/2001	FILE CABINET - 6 DRAWER - KI	S7L36735/36120R/RS/3615	1,189.00	ĺ
	y-Back of the office	49753		7/26/2001	FILE CABINET - 6 DRAWER - KI	S7L36735/36120R/RS/3615	1,189.00	
	Y-Back of the office	49754		7/26/2001	FILE CABINET - 6 DRAWER - KI	S7L36735/36120R/RS/3615	1,189.00	
RCHIVES	Y- Back of the office	49755		7/26/2001	FILE CABINET - 6 DRAWER - KI	S7L36735/36120R/RS/3615	1,189.00	
	Y-Warehouse	49764	159294	9/11/2001	EYECOM XL16-0 READER	XL-16 0	3,148.00	VIEW RM
	Y- Docket Room	50047	431942	1/31/2002	B & H ABR400 JACKET LOADER	ABR 400	5,108.20	
	N-Replaced	50063	USLNK01875	4/19/2002	LASER PRINTER HP 4100N	HP4100N	1,424.00	
	Y-Docket room	50084		6/13/2002	DOCKET BOOK HOLDER SECT-1	214 SECT-1	11,890.00	STORAGE
	Y-Docket room	50085		6/13/2002	DOCKET BOOK HOLDER SECT-2B	214B SECT 2	8,868.00	STORAGE

Pam Childers, Clerk & Comptroller

Fixed Asset Inventory

For FY 2015

Y/N LOCATED	Tagno	Serial No	Acqdate	Des	Model	Initcost	Stats
N-Unknown (Am	59576	J5W75V1	6/28/2012	DELL OPTIPLEX 790 COMPUTER	790	1,140.83	ARCHIVES
N-Discarded(flood)	48990		5/23/2001	CABINET 28" (2 MOD DRAWERS)		1,058.77	

59576-per Hank damaged in the flood kc

SUNGAURD PENTAMATION DATE: 08/28/2015 TIME: 10:54:57

ESCAMBIA COUNTY CLERK - LIVE FIXED ASSETS LISTING

SELECTION CRITERIA: assets.tagno in ('48990','59576')

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID DESCRIPTIVE INFORMATION	ACQUISITION INFOR	MATION	DEPRECIATION INFORMATION
48990 CABINET 28" (2 MOD DRAWERS) -000 MFR WRIGHT LINE MODEL S/N INVENTORY DATE CONDITION GOOD STATUS NEXT SCHEDULED MAINTENANCE JANICE	FUNDING GENERAL CLS M VENDOR WRIGHT LI CAT 104 PO 2001346 LOC ARCHIVES CHECK FUND TYPE G ACQUIRE 05/23/01 DPT ARCHIVES INS CO GRT INS VAL	UNITS 1 UN CST 1058.77	EST LIFE 3 DEP LIFE DEP N POST DP N DEP METH SALVAGE VALU .00 ACCUM DEP 1058.77 REM BOOK BASIS .00 DEP BASIS 1058.77 LAST POSTING DATE 09/30/06 SALE AMOUNT .00 RETIRED DATE
DISTRIBUTION INFORMATION FUNCTION SPI SPI DEFAULT	ACTIVITY SPI SPI DEFAULT	DEP ORGN	ACCOUNT PCT 1.00
59576 DELL OPTIPLEX 790 COMPUTER -000 MFR DELL MODEL 790 S/N J5W75V1 INVENTORY DATE CONDITION GOOD STATUS NEXT SCHEDULED MAINTENANCE	FUNDING GENERAL CLS M VENDOR DELL CAT 100 PO 2012277 LOC MIS CHECK 60028999 FUND TYPE G ACQUIRE 06/28/12 DPT MIS INS CO GRT INS VAL	CAPITAL ASSET Y UNITS 1 UN CST 1140.83 COST 1140.83 0.00	EST LIFE 3 DEP LIFE 3 DEP Y POST DP N DEP METH SL SALVAGE VALU .00 ACCUM DEP 855.63 REM BOOK BASIS 285.20 DEP BASIS 1140.83 LAST POSTING DATE 09/30/14 SALE AMOUNT .00 RETIRED DATE
DISTRIBUTION INFORMATION FUNCTION SPI SPI DEFAULT	ACTIVITY SPI SPI DEFAULT	DEP ORGN	ACCOUNT PCT 1.00
REPORT TOTAL 2 RECORDS SELECTED COST INSURANCE VALUE SALVAGE VALUE ACCUMULATED DEPRECIATION	2,199.60 .00 .00 1,914.40		

.00

SALE AMOUNT

TO: FROM		mptroller's Finance Departme Department: Clerk of Court & C		COST CEN	ITER NO:	Probate/0	Official Records	
Pam Childers, Clerk of the Circuit Court & Comptroller DATE: August 28					August 28, 2	2015		
Propert	y Custodian ((PRINT FULL NAME)	_		·····			
Propert	y Custodian (Signature: KAUA D	Court	Phone No:	850-595-483	30		
PFOUF	ST THE FOLD	/ LOWING ITEM(S) TO BE DISP	OSED.					
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION	
Y	48978	File Cabinet		N/A		2001	Obsolete	
Y	48979	File Cabinet		N/A		2001	Obsolete	
Y	48980	File Cabinet		N/A		2001	Obsolete	
Y	48981	File Cabinet		N/A	_	2001	Obsolete	
Y	50097	JAMEX MGMT SYS		N/A	7120	2002	Obsolete	
	Comments:	Items are Obsolete already di	on on the -1					
Conditio Compute Date: FROM:	ns: Dis Dis er is Ready for I Escambia Coun	pose-Good Condition-Unusable for pose-Bad Condition-Send for recyc Disposition Information Technology Technic ty Department Director (Signature) Director (Print Nam	ling-Unusable			ourt and (Comptroller	
TO: Meeting	Date:	y Commissioners	Minutes of:	Pam Childers, Clerk By (Deputy Clerk)	of the Circuit Cou	urt & Comptr	oller	
This Equ	ipment Has Be	en Auctioned / Sold	<u></u>		····			
by:								
-	Print Name	Signature			Date			
		o Clerk & Comptroller's Finance D					<u></u>	
Clerk &	Comptroller's F	Finance Signature of Receipt		Date		-		
Property	Custodian, please	complete applicable portions of disposi	tion form. See	Disposal process charts	for direction.	rev. sh 11.	19.13	

PAGE NUMBER: SUNGAURD PENTAMATION 1 DATE: 08/28/2015 ESCAMBIA COUNTY CLERK - LIVE REPORT10 TIME: 11:14:57 FIXED ASSETS LISTING SELECTION CRITERIA: assets.tagno in ('48978','48979','48980','48981') SORTED BY: assets.tagno,assets.improvement_num ASSET ID DESCRIPTIVE INFORMATION ACOUISITION INFORMATION DEPRECIATION INFORMATION 48978 EST LIFE 3 DEP LIFE 7 HIGH LATERAL FILE CABINET FUNDING GENERAL CAPITAL ASSET Y -000 MFR VENDOR GULF COAST OFFICE PRODUCTS DEP N POST DP N DEP METH CLS M CAT 104 2001312 UNITS 1 SALVAGE VALU 00 MODEL PO LOC PROBATE CHECK UN CST 1163.00 ACCUM DEP 1163.00 S/N INVENTORY DATE FUND TYPE G ACQUIRE 05/14/01 COST 1163.00 REM BOOK BASIS .00 DPT PROBATE INS CO PROBATE DEP BASIS CONDITION GOOD STATUS 1163.00 NEXT SCHEDULED MAINTENANCE GRT INS VAL 0.00 LAST POSTING DATE 09/30/06 SALE AMOUNT .00 RETIRED DATE DISTRIBUTION INFORMATION FUNCTION ACTIVITY DEP ORGN ACCOUNT PCT 1.00 SPI SPI DEFAULT SPI SPI DEFAULT 48979 7 HIGH LATERAL FILE CABINET FUNDING GENERAL CAPITAL ASSET Y EST LIFE 3 DEP LIFE -000 MFR VENDOR GULF COAST OFFICE PRODUCTS DEP N POST DP N DEP METH CLS M SALVAGE VALU . 00 MODEL CAT 104 PO 2001312 UNITS 1 UN CST 1163.00 LOC PROBATE CHECK ACCUM DEP 1163.00 S/N INVENTORY DATE FUND TYPE G ACQUIRE 05/14/01 COST 1163.00 REM BOOK BASIS . 00 CONDITION GOOD DPT PROBATE INS CO PROBATE DEP BASIS 1163.00 STATUS NEXT SCHEDULED MAINTENANCE GRT INS VAL 0.00 LAST POSTING DATE 09/30/06 SALE AMOUNT .00 RETIRED DATE DISTRIBUTION INFORMATION ACCOUNT PCT ACTIVITY DEP ORGN FUNCTION SPI DEFAULT SPI DEFAULT 1.00 SPI SPI 7 HIGH LATERAL FILE CABINET 48980 FUNDING GENERAL CAPITAL ASSET Y EST LIFE 3 DEP LIFE -000 MFR CLS M VENDOR GULF COAST OFFICE PRODUCTS DEP N POST DP N DEP METH CAT 104 PO 2001312 UNITS 1 SALVAGE VALU MODEL .00 UN CST 1163.00 ACCUM DEP 1163.00 S/N LOC PROBATE CHECK FUND TYPE G ACQUIRE 05/14/01 COST 1163.00 REM BOOK BASIS INVENTORY DATE .00 DEP BASIS DPT PROBATE INS CO PROBATE 1163.00 CONDITION GOOD STATUS NEXT SCHEDULED MAINTENANCE GRT INS VAL LAST POSTING DATE 09/30/06 0.00 SALE AMOUNT 0.0 RETIRED DATE DISTRIBUTION INFORMATION

FUNCTION SPI SPI DEFAULT

ACTIVITY SPI SPI DEFAULT DEP ORGN ACCOUNT

T PCT 1.00

per Shilie already disposed of these file calinets.KC

SUNGAURD PENTAMATION DATE: 08/28/2015 TIME: 11:14:57

SALE AMOUNT

ESCAMBIA COUNTY CLERK - LIVE FIXED ASSETS LISTING

SELECTION CRITERIA: assets.tagno in ('48978','48979','48980','48981')

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	T ID DESCRIPTIVE INFORMATION			ACQUISITION INFORMATION			DEPRECIATION INFO	DEPRECIATION INFORMATION		
	7 HIGH LATERAL FILE CABINET MFR MODEL S/N INVENTORY DATE CONDITION GOOD STATUS NEXT SCHEDULED MAINTENANCE	CLS M CAT 104 LOC PROBATE FUND TYPE G DPT PROBATE GRT	VENDOR PO CHECK ACQUIRE	GENERAL GULF COAST 2001312 05/14/01 PROBATE	OFFICE UNITS UN CST	TAL ASSET Y PRODUCTS 1 1163.00 1163.00	EST LIFE 3 I DEP N POST DP N I SALVAGE VALU ACCUM DEP REM BOOK BASIS DEP BASIS LAST POSTING DATH SALE AMOUNT RETIRED DATE	.00 1163.00 .00 1163.00		
DISI	VIDOLION INFORMATION									

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI SPI DEFAULT	SPI SPI DEFAULT			1.00
REPORT TOTAL 4 RECORDS SELECTED				
COST	4,652.00			
INSURANCE VALUE	.00			
SALVAGE VALUE	.00			
ACCUMULATED DEPRECIATION	4,652.00			

.00

Kara Cowen (COC)

From: Sent: To: Subject: Shirlie Stevens (COC) Tuesday, August 25, 2015 2:26 PM Kara Cowen (COC) Property Tags

Kara:

I have asked Joe and Tara to look for the property tags we discussed the other day. I will forward to you if/when I received them, these cabinets have been sent to the Auction site.

Thank you,

Shirlie Stevens, Executive Administration Human Resources

PAM CHILDERS, Clerk of the Circuit Court & Comptroller First Judicial Circuit, Escambia County 190 W. Government St. Pensacola, FL 32502 (850) 595-4199 shirlie.stevens@escambiaclerk.com www.EscambiaClerk.com

Notice: Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public record. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

Parn Childers, Clerk & Comptroller Fixed Asset Inventory For FY 2015

Dept Title	Y/N LOCATED	Tagno	Serial No	Acqdate	Des	Model	Initcost	Stats
OFFICIAL	Y	48953		4/18/2001	CARD DISPENSER JAMEX 7225	7225	6,917.00	
RECORDS	Y	48954	32005970	4/18/2001	SCANNER SP2000 W/WRK STATION	SP2000	10,694.75	
	Y	48955	32005949	4/18/2001	SCANNER SP2000 W/WRK STN	SP2000	10,694.75	
	N	50097		9/12/2002	JAMEX 7120 MANAGEMENT SYSTEM	7120	1,900.00	
	N	50105	CNBY4705621	12/30/2002	LASER PRINTER HP 4300TN	HP 4300TN	1,985.00	MYLINDA
	Ý	50125		5/13/2003	CARD READER JAMEX 7100	7100	1,066.00	
	Ŷ	51901	330099047/316339 7	5/23/2003	SCANNER MINOLTA MS 6000	MS6000	6,922.00	
	Y	51902	3183397	5/23/2003	MINOLTA MSP3000 LASER PRINTER	MSP3000	1,812.00	
	Ŷ	51907		6/30/2003	MICROFILM FILE CABINET 84X36	8M02	2,463.76	
	Y	51947	345836402308	8/29/2003	COPIER SAVIN 4035 ID#13288	4035 ID # 13288	6,389.00	
	Y	52198	CNDY605360	9/23/2003	LASER PRINTER HP 4300TN	4300TN	2,073.91	
	Ŷ	52199		9/26/2003	WRIGHTLINE MICROFILM CABINET	8M02	2,372.16	
	N	52434	8RX1J31	9/24/2003	OPTIPLEX GX270D, 512K COMPUTER	GX270D	1,75 <u>3</u> .00	STOPAGE
	N	52439	CRX1J31	9/24/2003	OPTIPLEX GX270D, 512K COMPUTER	GX270D	1,753.00	
	Y	52440		9/26/2003	WRIGHTLINE MICROFILM CABINET	8M02	2,372.16	
	Y	52441		9/26/2003	WRIGHTLINE MICROFILM CABINET	8M02	2,372.15	
	Y	52442		9/26/2003	WRIGHTLINE MICROFILM CABINET	8M02	2,372.15	
	Y	52444		9/30/2003	PLANHOLD FILE CABINET	5023AH	3,396.25	
	Y	52580	000238	4/26/2004	FUJITSU SCANNER FI-5750C	FI-5750C	5,866.45	STORAGE
	N	53802	BMHWG81	9/16/2005	DELL COMPUTER GX520	GX520	1,262.38	
	N	53805	CNGXC40131	9/21/2005	LASER PRINTER HP 4350N	HP4350N	1,514.00	EMILY
	Y	53824	CZ305088	11/9/2005	SCANNER CANON DR 9080C	DR9080C	6,200.00	
	Y	53890	SP2006033125	8/29/2006	SAFE FIREKING LR3121-2	KR 3121-2	2,768.57	[
	N	56598	CNRXK72108	8/21/2007	LASER PRINTER HP 4350DTN	HP4350DTN	2,040.00	HEATHEER

Please dispose of this item # 50097. Heathers. Mehany



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8946	County Administrator's Report 13. 12.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/24/2015
Issue:	Schedule and Advertise a Public Hearing to Amend the Cantonment Redevelopment Area Boundaries
From:	Tonya Gant, Director
Organization: CAO Approval:	Neighborhood & Human Svcs

RECOMMENDATION:

Recommendation Concerning Scheduling and Advertising a Public Hearing to Amend the Cantonment Redevelopment Area Boundaries - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the September 24, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing for Thursday, October 22, 2015, at 5:32 p.m., for consideration of adopting a Resolution of the Board of County Commissioners of Escambia County, Florida, Pursuant to Part III, Chapter 163, Florida Statutes, amending the Cantonment Redevelopment Area Plan as to boundaries only; providing for authority; providing determination; providing for severability; providing for an effective date.

BACKGROUND:

On September 24, 2015, at 8:45 a.m., a CRA meeting was convened to recommend to the Board to schedule and advertise a Public Hearing for Thursday, October 22, 2015, at 5:32 p.m., to consider adoption of a Resolution amending the Cantonment Redevelopment Area Plan as to boundaries only. A copy of the Resolution and the "Findings of Necessity" are attached.

BUDGETARY IMPACT:

Funding for the proper advertisement will be provided through the Community Redevelopment Agency (CRA) Cantonment Tax Increment Financing (TIF), Fund 151, Cost Center 370118, Object Code 54901. After the Cantonment Redevelopment Area Plan is amended, the Cantonment TIF Fund Ordinance will be amended to include the parcels identified in the proposed expansion area.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristan Hual, Assistant County Attorney, has reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

There is no additional personnel needed.

POLICY/REQUIREMENT FOR BOARD ACTION:

Schedule a Public Hearing for the proposed expansion to the redevelopment area is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

Upon Board adoption of the Resolution, Neighborhood and Human Services Department/CRA personnel in cooperation with other County Departments and Cantonment Improvement Committee will amend the Cantonment Redevelopment Area Plan and TIF Ordinance to include the expansion area.

Attachments

Resolution_Cantonment_Sept2015 FON_Cantonment_Sept2015

RESOLUTION R2015-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES AMENDING THE CANTONMENT REDEVELOPMENT AREA PLAN AS TO BOUNDARIES ONLY; PROVIDING FOR AUTHORITY; PROVIDING DETERMINATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there remains a slum and blighted area in the part of the community known as "Cantonment" that is in need of redevelopment and that threatens the area's successful redevelopment and sustainability of revitalization; and

WHEREAS, the Board of County Commissioners finds it is in the best interest of the citizens of Escambia County that this slum and blighted area be included in the County's revitalization efforts; and

WHEREAS, including this unproductive area in the Cantonment Redevelopment Area would provide major economic and social benefits to the Cantonment communities and its residents; and

WHEREAS, pursuant to §163.361, Florida Statutes, community redevelopment plans may be properly amended or modified at any time after approval by the governing body; and

WHEREAS, the Cantonment Redevelopment Area Plan may be amended in accordance with the requirements set forth in §163.361, Florida Statutes, to expand the boundaries of the Cantonment Redevelopment Area.

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

Section 1. Authority. This Resolution is adopted pursuant to the provision of Part III, Chapter 163, Florida Statutes, and entitled "Community Redevelopment."

<u>Section 2.</u> Definition. The definition of terms as provided in Section 163.340, Florida Statutes, as amended, are hereby adopted by reference whenever used or referred to in this resolution. In addition, the term "Cantonment" when used in this Resolution shall mean the area within the boundaries of Escambia County, Florida, as legally described in Exhibit "A" attached hereto and as outlined on the map in Exhibit "B" attached hereto entitled "Cantonment Redevelopment Area and 2015 Proposed Cantonment Redevelopment Expansion Area", all of which are hereby referenced herein.

<u>Section 3.</u> Findings and Determinations. The Board of County Commissioners of Escambia County finds and determines as follows:

- a) The Board of County Commissioners finds that the area referred to as the "2015 Proposed Cantonment Redevelopment Expansion Area" has slum or blighted areas which substantially impair the sound growth of the County, and are a threat to the public health, safety, morals, and welfare of the residents of the County; and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of public expenditures for crime prevention and other forms of public services, and depressing the tax base.
- b) The Board of County Commissioners further finds and determines that a combination of rehabilitations, conservations, and redevelopment of the are indentified as the 2015 Proposed Cantonment Redevelopment Expansion Area is necessary in the interest of the public health, safety, morals, and welfare of the area's residents in order to eliminate, remedy, and prevent such conditions of slum or blight.
- c) The Board of County Commissioners further finds and determines that there exists a need for a Community Redevelopment Agency to carry out certain redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes, in the Proposed Cantonment Redevelopment Expansion Area.
- d) Finally, The Board of County Commissioners further finds and determines that the 2015 Proposed Cantonment Redevelopment Expansion Area described in Exhibit "A" and outlined on the map attached and entitled Exhibit "B" is appropriate for redevelopment projects, and shall be included in the Cantonment Redevelopment Area by amendment to the Cantonment Redevelopment Area Plan in accordance with the requirements set forth in Part III, Chapter 163, Florida Statutes.

<u>Section 4.</u> Severability. If any section, sentence, clause or phrase of this Resolution 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 Resolution.

<u>Section 5.</u> Effective Date. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this ______day of ______, 2015.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

BY:

Steven Barry, Chairman

(SEAL)

Attest:

Pam Childers Clerk of the Circuit Court

Ву: _____

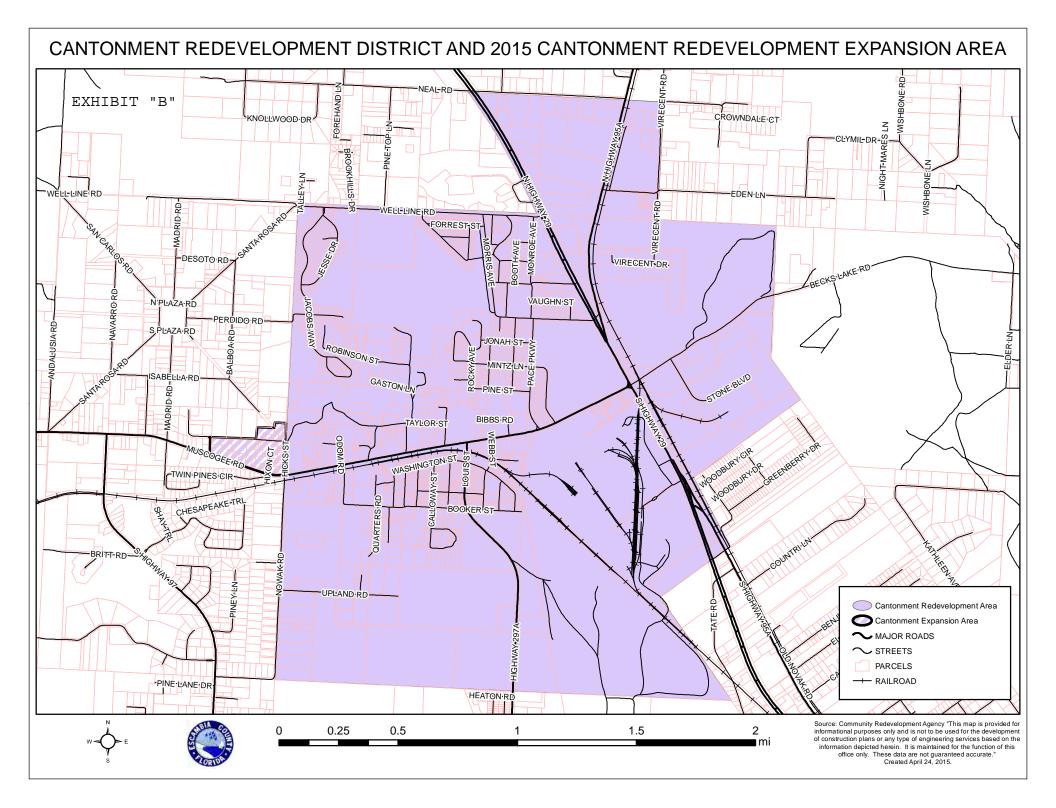
Deputy Clerk

Approved as to form and legal sufficiency. By/Title: Date:

Description Cantonment Community Redevelopment Area (CRA) June 16, 2015

This description is intended solely for the purpose of identifying the Cantonment Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the Northwest Corner of Section 10, Township 1 North, Range 31 West, Escambia County, Florida, thence Easterly along the North line of Section 10 to the intersection of said North line and the Westerly right-of-way line of U. S. Highway 29 (200' R/W); thence Northwesterly along said Westerly right-of-way line of U.S. Highway 29 (200' R/W) to the intersection of said Westerly right-of-way line and the extension West of the South right-of-way line of Neal Road (66' R/W); thence Easterly along the South right-of-way line of Neal Road (66' R/W) to the intersection of the Easterly extension of said South right-of-way line and the East right-of-way line of Virecent Road (R/W varies); thence Southerly along East right-of-way line of Virecent Road to the intersection of said East right-of-way line and the North Line of Section 11, Township 1 North, Range 31 West; thence Easterly along the North line of Section 11 to the Northeast corner of Section 11. Township 1 North, Range 31 West: thence Southerly along the East line of Section 11 to the intersection of said East line of Section 11 and the Easterly line of Section 14, Township 1 North, Range 31 West; thence Southeasterly along said Easterly line of Section 14 to the Southeast corner of a parcel of land recorded in Official Records Book 4191 at page 1488 of the public records of Escambia County, Florida, (Property Reference No. 14-1N-31-1001-000-004); thence Southwesterly along the South line of said Parcel to the East right-of-way line of CSX Railroad; thence Southeasterly along East right-of-way line of CSX Railroad to the South line of Lot 3, Section 14, Township 1 North, Range 31 West as recorded in Deed Book "N" at page 37; thence Southwesterly along South line of Lot 3 to the East line of Section 15, Township 1 North, Range 31 West; thence Southeasterly to the Southeast corner of Section 15, Township 1 North, Range 31 West; thence Westerly along the South line of Section 15, Township 1 North, Range 31 West and Section 16, Township 1 North, Range 31 West to the Southwest corner of Section 16. Township 1 North, Range 31 West; thence Northerly along the West line of Section 16 to the intersection of said West line of Section 16 and the extension East of the Southerly right-of-way line of Muscogee Road (R/W varies); thence Westerly along the Southerly right-of-way line of Muscogee Road (R/W varies) to the intersection of said Southerly rightof-way line and the extension South of the East right-of-way line of Cooper Road (66' R/W); thence northerly along said East right-of-way line of Cooper Road to the intersection of said East right-of-way line and the North Line of Section 17, Township 1 North, Range 31 West; thence Easterly along the North line of Section 17 to the intersection of said North line and the extension South of the West line of a parcel of land recorded in Official Records Book 6292 at page 1738 of the public records of Escambia County, Florida. (Property Reference No. 09-1N-31-1000-402-004); thence Northerly along the West line of said Parcel to the Northwest corner of said Parcel; thence Easterly along the North line of said Parcel to the intersection of the extension of the North line of said Parcel to the Easterly right-of-way line of San Carlos Road (60' R/W); thence Northwesterly along said Easterly right-of-way line of San Carlos Road (60' R/W) to the Southwest corner of a parcel of land recorded in Official Records Book 4129 at page 809 of the public records of Escambia County, Florida, (Property Reference No. 09-1N-31-1000-270-003); thence Northerly along the West line of said Parcel to the Northwest corner of said Parcel; thence Easterly along the North line of said Parcel to the intersection of the Easterly extension of said North line and the West line of Section 10, Township 1 North, Range 31 West; thence Northerly along the West line of Section 10 to the Northwest corner of Section 10, Township 1 North, Range 31 West and the Point of Beginning.



Findings of Necessity Proposed 2015 Cantonment Expansion Area

Introduction

Escambia County Community Redevelopment Agency (CRA), a Division of the Community & Environment Department, prepared this report to support the proposed expansion of the Cantonment Redevelopment Area. The Cantonment Redevelopment Area was adopted in 2010 and the Redevelopment Plan and Tax Increment Financing (TIF) were established in 2014. This proposed expansion will include properties to the east of Hicks Street and properties located in Hixon Court. A legal description of the proposed expansion area is provided as Exhibit A. A map depicting the proposed expansion area is provided as Exhibit B. The following data and analysis support the legislative finding that conditions in the proposed expansion area meet the criteria of slum or blight as described in the Florida Statute 163.340(7) or (8).

Findings

A "blighted area" is seen as an area with a substantial number of deteriorated or deteriorating structures, in which conditions, as indicated by government, maintained statistics or other studies are leading to economic distress or endanger life or property. The proposed area exhibits conditions of blight as defined in Florida Statute to include the following:

Finding 1: Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities:



The proposed redevelopment area lacks public infrastructure to include adequate street layout, paved roads, stormwater management systems, and sanitary sewer service. Inadequate street layout and lack of paved roads limits accessibility to property located north of

MuscogeeRoadandappearstohavecontributedtofaulty

layouts, accessibility, and usefulness of the property. While some of the area is served by sanitary sewer, the majority of the proposed area to the north of Muscogee Road and east of Highway 29 is not served by a public sewer system which hinders reinvestment



and redevelopment opportunities. The faulty lot layouts, lack of accessibility or

usefulness of property, and marginal sewer service in the proposed redevelopment area supports the need for redevelopment.

Finding 2: Deterioration of site or other improvements:

Based upon windshield surveys conducted during 2010, there is a predominance of deteriorated or dilapidated housing in the proposed area. Single family residents were scored based upon a point system ranging from 1, Excellent Condition to 5, Dilapidated Condition. The housing conditions windshield survey results found 96% of the single family houses in the area fall in the categories of fair, poor, or



dilapidated condition which means they require some form of repair or rehabilitation, show signs of structural damage, or need of demolition. The majority of houses, 87%, were found to be in fair condition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements. The majority (51.8%) of the houses in the proposed area were constructed prior to 1969. Due to the age of the majority of the structures in the proposed area, it would make sense that the houses are in need of updates to include energy related improvements. Over three quarters (79.8%) of the owner occupied housing in the area is valued at less than the County median housing value of \$117,527 with more than half (50.7%) valued at less than \$50,000. Overall housing conditions and values support the need for redevelopment in the area.

Summary

Based upon the findings presented, the proposed expansion area exhibits conditions of slum or blight as defined by Florida Statutes. The proposed expansion area would benefit from redevelopment projects and programs. A combination of rehabilitation, conservation and redevelopment would support the elimination, prevention, and remedy of the conditions of blight identified in the proposed area.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8945	County Administrator's Report 13. 13.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/24/2015
Issue:	Schedue and Advertise a Public Hearing Regarding the Enterprise Zone Development Agency Board
From:	Tonya Gant, Director
Organization:	Neighborhood & Human Svcs
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning Scheduling and Advertising a Public Hearing to Adopt an</u> <u>Ordinance Relating to the Enterprise Zone Development Agency Board - Tonya</u> <u>Gant, Neighborhood & Human Services Department Director</u>

That the Board ratify the September 24, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing at 5:31 p.m., on Thursday, October 22, 2015, to consider adoption of an Ordinance of Escambia County, Florida repealing Volume 1, Chapter 90, Article 1, Section 90-2 of the Escambia County Code of Ordinances relating to Enterprise Zone Development Agency Board; providing for inclusion in the code; providing for an effective date.

Upon Board approval, the Enterprise Zone Development Agency Board (EZDA), in conjunction with the Escambia County Enterprise Zone (EZ) Program #1703, is set to expire on December 31, 2015.

BACKGROUND:

On July 22, 2015, the EZDA Board recommended to dissolve the Board in conjunction with the State of Florida Enterprise Zone (EZ) Program set to expire on December 31, 2015. The creation of the EZDA Board serves an important public purpose to the EZ Program. The EZDA Board had regular scheduled quarterly meetings (January, April, July and October) to review and discuss the EZ Strategic Plan. The EZDA Board will hold their last and final quarterly meeting on Wednesday, October 28, 2015 to review and approve the final draft of the EZ Annual Report for submission to the State Department of Economic Opportunity and Board of County Commissioners. Attached are supporting documents that relates to the sunset and expiration of the EZ Program scheduled on December 31, 2015.

On September 24, 2015, at 8:45 a.m., a CRA meeting was convened to recommend to the Board to schedule and advertise a Public Hearing on Thursday, October 22, 2015, at 5:31 p.m. The proposed Ordinance will serve the intent and a public purpose. A copy of the draft Ordinance is attached.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's Office has reviewed the original Ordinance as to form and legal sufficiency.

PERSONNEL:

Neighborhood and Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will provide all administrative services for the EZDA Board.

POLICY/REQUIREMENT FOR BOARD ACTION:

Ordinance 2003-48 provides that the Board will appoint a board of commissioners to serve as the EZDA Board. Scheduling a Public Hearing for the adoption of an Ordinance is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff convenes quarterly meetings and coordinates with the EZDA Board to solicit their input and assistance in implementing the EZ Strategic Plan. NHS/CRA will ensure proper advertisement.

Attachments

Draft Ordinance_EZDA Board_Sept2015 EZDA Supporting Documents_Sept2015

ORDINANCE NUMBER 2015-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA REPEALING VOLUME 1, CHAPTER 90, ARTICLE I, SECTION 90-2 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ENTERPRISE ZONE DEVELOPMENT AGENCY BOARD; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, effective December 31, 2015, §290.0056, Florida Statutes, authorizing the creation of an Enterprise Zone Development Agency shall be repealed; and

WHEREAS, the Board of County Commissioners previously enacted Ordinance 2003-48, as amended by Ordinance 2007-26, relating to the creation of an Enterprise Zone Development Agency Board, which is now codified as Volume I, Chapter 90, Article I, Section 90-2; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the citizens of Escambia County to repeal the Code provision relating to the creation of an Enterprise Zone Development Agency Board; and

WHEREAS, the Board of County Commissioners finds that the proposed repeal of Volume I, Chapter 90, Article I, Section 90-2, relating to the creation of an Enterprise Zone Development Agency Board serves an important public purpose.

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

Section 1. Repealer. Volume I, Chapter 90, Article I, Section 90-2 of the Escambia County Code of Ordinances is hereby repealed in its entirety on December 31, 2015.

Section 2. Inclusion in the Code.

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or 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 3. Effective Date.

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

DONE AND ENACTED THIS ____ DAY OF _____, 2015.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman BY:

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

BY:_____ Deputy Clerk

(SEAL)

Enacted: Filed with Department of State: Effective:

From: Sent:	Von Hoff, Burt [Burt.VonHoff@deo.myflorida.com] Friday, June 26, 2015 10:54 AM
To:	Von Hoff, Burt
Subject:	Florida Enterprise Zone Program Questionnaire
Attachments:	Florida Enterprise Zone Program Questionnaire.docx

Greetings from Tallahassee!

We are preparing for the upcoming expiration date for the Florida Enterprise Zone Program that will be **December 31**, **2015**.

We are compiling questions that EZ Coordinators have regarding any expiration date issues/concerns.

Attached is an early compilation of questions that we have received to date.

REQUEST: Please reply to add any questions that you would like to be addressed by DOR or DEO.

Once we receive your additional questions, we will compile them and provide responses.

We thank you in advance for your help,

Burt Von Hoff. 850-717-8974.

	ENTERPRISE ZONE PROGRAM QUESTION
1.	Are any EZ Coordinators planning to establish a local EZ tax incentive application submission deadline leading up to the EZ Program expiration date of December 31, 2015?
2.	What is the absolute deadline for DOR to receive EZ tax incentive applications?
3.	What will be the burden on proof be for an applicant to establish that the application was submitted prior to December 31, 2015?
4.	What happens to the EZ tax incentive applications that are approved by DOR prior to December 21, 2015?
5.	How will the EZ Property tax credit operate when the EZ program expires on 12/31/15?
	 a. Regarding the EZ Property tax credit, if construction was completed on or prior to 12/31/15 (while the credit provision is still in effect), property taxes would not be imposed until 2016 (after the credit provision has sunset/expired). If such a business applies for the credit with the governing body or enterprise zone development agency in 2015 and completes the construction in 2015, will it be entitled to the credit notwithstanding the expiration at the end of 2015? b. Regarding the EZ Property tax credit, what if the application is filed and construction commenced but not completed in 2015? In that case, the first year property tax would be imposed is 2017.
6.	Regarding the extended EZ tax incentives that were provided in HB 33A, what businesses will be able to apply

for EZ tax incentives starting on January 1, 2016?

ENTERPRISE ZONE PROGRAM QUESTION

- 7. Regarding the extended EZ tax incentives that were provided in HB 33A, where will businesses submit EZ tax incentive applications?
- 8. Regarding the extended EZ tax incentives that were provided in HB 33A, when are the incentives scheduled to expire?

Burt C. Von Hoff Special Programs Manager Florida Department of Economic Opportunity Division of Strategic Business Development 107 E. Madison Street Caldwell Building, MSC 80 Tallahassee, FL 32399 O: 850.717.8974 F: 850.410.4770 Burt.Vonhoff@deo.myflorida.com www.floridajobs.org



From: Von Hoff, Burt Sent: Monday, June 22, 2015 11:17 AM To: Von Hoff, Burt Subject: Chapter 2015-221, Laws of Florida

Greetings from Tallahassee!

We are attaching a copy of Chapter 2015-221, Laws of Florida, an Act relating to Taxation, as well as the final staff analysis for House Bill 33A. This bill was initially introduced as PCB FTC 15-05: Taxation, was amended as House Bill 7141 and later as House Bill 33A.

Chapter 2015-221 was approved by Governor Rick Scott on June 16, 2015

We are re-printing portions of the staff analysis that provide a summary of the revisions to the:

- Florida Enterprise Zone Program; and
- Community Contribution Tax Credit Program.

FLORIDA ENTERPRISE ZONE PROGRAM

The Enterprise Zone Program is scheduled to sunset on December 31, 2015.

Proposed Changes

The bill creates an unnumbered section of law which preserves state incentives for certain businesses with incentive agreements with the state that are currently located within

enterprise zones. The bill defines the term "eligible business" to mean a business that entered into a contract with the DEO between January 1, 2012, and July 1, 2015, for a project that is located in an enterprise zone under the following programs:

- The Local Government Distressed Area Matching Grant Program;
- The Qualified Defense Contractor and Space Flight Business Tax Refund Program;
- The Qualified Target Industry (QTI) Business Tax Refund Program;
- The Brownfield Redevelopment Bonus Refund Program;
- The High-Impact Business Performance (HIPI) Grant Program;
- The Quick Action Closing Fund (QAC) Program; and
- The Innovation Incentive Program (IIP).

The bill provides that an eligible business may apply for the following enterprise zone incentives, if t contract with the DEO is still deemed active by the department and has not expired or terminated:

- Exemption for a Licensed Child Care Facility operating in an Enterprise Zone;
- Sales Tax Refund for Building Materials;
- Sales Tax Refund for Business Property;
- Sales Tax Exemption for Electrical Energy;
- Enterprise Zone Jobs Tax Credit (Sales & Use Tax);
- Enterprise Zone Jobs Tax Credit (Corporate Income Tax); and
- Enterprise Zone Property Tax Credit (Corporate Income Tax).

DEO will certify that applicants are eligible for enterprise zone incentives prior to the Department of Revenue's final processing of incentive applications.

This section of law is effective January 1, 2016, and expires on December 31, 2018.

COMMUNITY CONTRIBUTION TAX CREDIT PROGRAM

Proposed Changes

The bill extends the expiration date of the Community Contribution Tax Credit Program to June 30, 2018, expands eligibility to include projects designed to provide housing opportunities for persons with special needs, and provides \$21.4 million in annual funding for projects that provide homeownership opportunities for low-income and very-low-income households or housing opportunities for persons with special needs and \$3.5 million for all other projects. "Persons with special needs" is defined in current statute to include adults requiring independent living services, young adults formerly in foster care, survivors of domestic violence, and people receiving Social Security Disability Insurance, Supplemental Security Income, or veterans' disability benefits.

The bill also allows projects which are required to take place in a designated Enterprise Zone to continue to qualify for the Community Contribution Tax Credit after the Enterprise Zone program sunsets by stating that a project may qualify if it is in an area that was in an Enterprise Zone as of May 1, 2015. The bill also prevents the definitions of "community contribution" and "project" needed for administration of the program from sun-setting prior to the sunset of the program.

We hope this information will be helpful.

Please let us know if you have any questions.

Best Wishes, But C. Voe Hy

Burt C. Von Hoff Special Programs Manager Florida Department of Economic Opportunity Division of Strategic Business Development 107 E. Madison Street Caldwell Building, MSC 80 Tallahassee, FL 32399 O: 850.717.8974 F: 850.410.4770 Burt.Vonhoff@deo.myflorida.com www.floridajobs.org

The Florida Senate 2012 Florida Statutes

<u>Title XIX</u>	Chapter 290	SECTION 016
PUBLIC BUSINESS	URBAN REDEVELOPMENT	Repeal.
	Factor Character	
	Entire Chapter	

290.016 Repeal. – Sections <u>290.001-290.014</u> are repealed December 31, 2015.

History.-s. 37, ch. 94-136; s. 11, ch. 2005-287.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8944	County Administrator's Report 13. 14.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/24/2015
Issue:	Community Redevelopment Agency Meeting Minutes, August 20, 2015
From:	Tonya Gant, Director
Organization:	Neighborhood & Human Svcs
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 20, 2015 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the August 20, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On August 20, 2015, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes is attached.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

CED/CRA staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no Implementation or Coordination tasks associated with this recommendation.

CRA AUG MINUTES_SEPT2015



MINUTES COMMUNITY REDEVELOPMENT AGENCY August 20, 2015 8:45 a.m.

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

- Present:Lumon May, Commissioner, District 3 Chairman
Wilson Robertson, Commissioner, District 1
Steven Barry, Commissioner, District 5Absent:Doug Underhill, Commissioner, District 2
- Grover Robinson, IV, Commissioner, District 4
- Staff Present: Jack R. Brown, County Administrator Tonya Gant, Department Director Alison Rogers, County Attorney Amy Lovoy, Assistant County Administrator Chip Simmons, Assistant County Administrator Clara Long, Division Manager Melanie Johnson, Administrative Assistant

Call to Order.8:47 a.m.

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

Proof of publication

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

Motion made by Commissioner, District 1 Wilson Robertson, Seconded by Commissioner, District 3 - Chairman Lumon May

Vote: 3 - 0 - Unanimously

I. Public Forum

1

II. Technical/Public Service

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 20, 2015 -Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the August 20, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 1 Wilson Robertson, Seconded by Commissioner, District 3 - Chairman Lumon May

Vote: 3 - 0 - Unanimously

2 <u>Recommendation Concerning Enterprise Zone Development Agency (EZDA) Board</u> <u>Reappointments - Tonya Gant, Neighborhood & Human Services Department Director</u>

That the Board take the following action concerning the Enterprise Zone Development Agency (EZDA) Board Reappointments:

A. Reappoint Teresa Frye, Mortgage Loan Officer, Navy Federal Credit Union, to extend a four-year term as a local Financial Entity Representative, effective retroactively, July 22, 2015, until the sunset of the Enterprise Zone Program on December 31, 2015;

B. Reappoint Larry Strain, Vice President and Business Banker, United Bank, to extend a four-year term as an At-Large Representative, effective retroactively, July 22, 2015, until the sunset of the Enterprise Zone Program on December 31, 2015; and

C. Reappoint Ruth McKinon, Training Development Coordinator, Pensacola State College, to extend a four-year term as an At-Large Representative, effective retroactively, July 22, 2015, until the sunset of the Enterprise Zone Program on December 31, 2015.

Motion made by Commissioner, District 1 Wilson Robertson, Seconded by Commissioner, District 3 - Chairman Lumon May

Vote: 3 - 0 - Unanimously

III. Budget/Finance

1

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

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following three Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreement between Escambia County CRA and Bernard and Dorothy Jacobs, owners of residential property located at 400 Rue Max Avenue, Barrancas Redevelopment District, each in the amount of \$1,275 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for sewer connection;

2. The Agreement between Escambia County CRA and Raymond A. and Sheryl Canevari, owners of residential property located at 324 E. Sunset Avenue, Warrington Redevelopment District, each in the amount of \$4,550 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for roof replacement;

3. The Agreement between Escambia County CRA and Ted R. and Anita L. Corbin, owners of residential property located at 421 Baublits Court, Warrington Redevelopment District, each in the amount of \$2,075 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for roof replacement;

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

Motion made by Commissioner, District 1 Wilson Robertson, Seconded by Commissioner, District 3 - Chairman Lumon May

Vote: 3 - 0 - Unanimously

2 <u>Recommendation Concerning the Cancellation of twelve Residential Rehab Grant Program Liens - Tonya</u> <u>Gant, Neighborhood & Human Services Department Director</u>

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

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

Property Owner	Address	Amount
Joseph Barwick	219 Marine Drive	\$1,512
Litedra Burgess	921 West Michigan Avenue	\$1,875
Council Donald, Jr	2616 North L Street	\$1,375
James C & Jannie N. Hixon	828 Montclair Road	\$4,600
Johnnie Kidd	1710 West Lakeview Avenue	\$1,950
Sallly Hope	110 Lakewood Road	\$1,450
Julie & William E. Grimsley III	222 Betty Road	\$782
Julie & William E. Grimsley III	301 Rue Max Avenue	\$782
Julie & William E. Grimsley III	210 Betty Road	\$782
Julie & William E. Grimsley III	1214 Wilson Avenue	\$782
ImSuk Thomas	106 Jamison Street	\$620
Gregory Scoville	217 Chief's Way	\$1,685

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

Motion made by Commissioner, District 1 Wilson Robertson, Seconded by Commissioner, District 3 - Chairman Lumon May

Vote: 3 - 0 - Unanimously

IV. Discussion/Information Items

Adjournment. 8:52 a.m.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9003	County Administrator's Report 13. 15.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/24/2015
Issue:	Request by the Gulf Coast Indian Association to use the Brownsville Community Center for a Festival known as Navratri
From:	Tonya Gant, Director
Organization:	Neighborhood & Human Svcs
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning a Request to Use the Brownsville Community Center for a Festival Known as Navratri - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the use of the Brownsville Community Center:

A. Approve, subject to Legal review and sign-off, the Agreement allowing the Gulf Coast Indian Association (GCIA) to use the Brownsville Community Center to host a festival known as Navratri, for the reimbursement of the daily cost of utilities, on October 9-10, 2015 (Friday and Saturday), October 16-17, 2015 (Friday and Saturday), October 21, 2015 (Wednesday), October 27, 2015 (Tuesday), and November 14, 2015 (Saturday);

B. Authorize, pursuant to adherence of requirements outlined in paragraphs 4(g). General Regulations for All Activities, and 5. Insurance, of the Facility Use Agreement, the use of the facility and the serving of alcoholic beverages on the property during said event, Diwali New Year Celebration to be conducted on Saturday, November 14, 2015. Certificate(s) of Insurance are to be submitted to the Escambia County Risk Manager for review and approval; and

C. Authorize the County Administrator to sign the Agreement.

[The reimbursement rate to be utilized for this event will be \$182 per day or \$1,274]

BACKGROUND:

GCIA is a not-for-profit organization consisting of local members of the Indian community comprised of hundreds of business owners and professionals from hotels, fast-food restaurants, convenient stores, and other respected professionals from healthcare, engineering, and accounting industries. Each year, this community hosts a very religious and auspicious event for the community, known as Navratri. This event was held in the

Brownsville Community Center last year, during the months of September and October, 2014.

BUDGETARY IMPACT:

The rate to be utilized will be the average cost of utilities for the Brownsville Community Center as projected during this period in 2014, \$182 per day or \$1,274.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney will prepare the Agreement and make sure that it is fully-executed prior to October 16, 2014.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

A fee Schedule for the Brownsville Community Center has not been adopted by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The Department of Neighborhood and Human Services will coordinate the opening and closing of the Center with the GCIA, or Jay Patel.

Agreement Patel letter Attachments

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (Agreement) is made and entered into as of this ____ day of September, 2015, by and between Escambia County, Florida, a political subdivision of the State of Florida ("County"), and Gulf Coast Indian Association ("GCIA"):

1. By executing this Agreement, GCIA agrees to comply with all the terms and conditions set forth herein, together with all rules of procedure established by the County as it relates to the use of said facility on the specified dates. The County reserves the right to adjust or change the charges and rates of this Agreement at any time to accommodate special arrangements required by GCIA.

Name: Gulf Coast Indian Association

Address: 6919 Pensacola Boulevard, Suite 200

City, State Zip: Pensacola, FL 32505

Phone: (850) 266.9205

Representative's Name: Jay Patel

Title: Board Member

Phone: (850) 393.1780

This Agreement is entered into for the purpose of using the **Brownsville Community Center** for a festival

known as the Navratri, a Hindu festival and fast dedicated to the Hindu Goddess Durga and a Diwali New Year

<u>Celebration</u>, for the following dates:

October 9th, 10th, 16th, 17th, 21st, 27th, and November 14th, 2015.

WILL ALCOHOLIC BEVERAGES BE SOLD OR SERVED AT THIS EVENT? X YES NO

IS GCIA A REGISTERED NON-PROFIT ORGANIZATION? X YES ____ NO

2. User Fee. In exchange for the use of the facility, GCIA shall pay the County the cost of utilities necessary to operate the facility on the aforementioned dates in the amount of One Hundred and Eighty Two Dollars (\$182.00) per day.

3. Deposit and Final Payment. Upon execution of this Agreement, a cash deposit of twenty percent (20%) of the entire User Fee must be made as guarantee that GCIA will comply with terms as set

forth in the Agreement. GCIA shall tender payment in full to the County at the close of the event. In the event of cancellation, the deposit shall not be reimbursable.

4. General Regulations for all Activities.

- (a) At the discretion of the County, GCIA may be required to provide security and/or police protection during the event. Said protection shall be at the sole expense of GCIA and shall be subject to the approval of the County Administrator.
- (b) GCIA agrees to operate as independent contractor and to hold the County harmless from any and all liabilities or obligations arising out of GCIA's use of the premises. It is specifically understood that the above statement shall be interpreted in a manner that will hold GCIA solely liable, to the exclusion of the County, for any expense, damage or liability arising out of GCIA's use of the premises.
- (c) All decorations and arrangements made by GCIA at the facility must be in compliance with applicable state fire codes, receive approval of the appropriate fire inspectors; and also be approved by the County Administrator, or designee, prior to installation.
- (d) Nothing in the Agreement shall be construed as making GCIA an agent or employee of the County or as creating a relationship of a partnership or a joint venture between GCIA and County.
- (e) GCIA may not sublet, sublease, or assign any right or interest held by them under the terms of this Agreement without the written approval of County.
- (f) GCIA shall restore the facility to its original condition before leaving the premises. At the County's discretion, GCIA must agree to restore or pay the cost of restoring the facility to its original condition, less depreciation occasioned by normal usage.
- (g) GCIA is hereby authorized to serve alcoholic beverages on the property during said event, Diwali New Year Celebration, conducted on Saturday, November 14, 2015, upon providing the following proof of insurance:

During the period mutually agreed upon between the parties, the Licensee shall provide one-time event **commercial general liability insurance** coverage with \$1,000,000 per occurrence and aggregate limits of \$2,000,000, including coverage of bodily injury, property damage, personal injury, and contractual liability, sports participation, and liquor liability in an amount equal to general liability coverage. If liquor liability is not included in the general liability policy, the policy must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

- (h) The County, its employees, and/or agents shall not be responsible for any items left on the property by GCIA prior to, during, or after the event.
- (i) All activities must comply with all applicable Fire Laws. Permission for use of fireworks must be secured through the County Fire Chief and be approved by Escambia County.
- (j) All activities are subject to the prior approval and to the prior inspection by the County

pursuant to the Escambia County Code of Ordinances and must comply with any applicable state laws.

5. Insurance.

- (a) For events scheduled on October 9th, 10th, 16th, 17th, 21st, 27th, 2015 and November 14th, 2015, GCIA shall provide commercial general liability insurance coverage with \$1,000,000 per occurrence and aggregate limits of \$2,000,000, including coverage parts of bodily injury, property damage, personal injury, and contractual liability, sports participation, and liquor liability in an amount equal to the general liability coverage. If liquor liability coverage is not included in the general liability policy, the policy must be endorsed to extend coverage for liquor liability or a separate policy must be purchased to provide liquor liability coverage in the amount required
- (b) All insurance carriers must be rated "A" VII or higher by the most recently published edition of A.M. Best rating guide. GCIA shall provide thirty (30) days prior written notice to County before any change in or cancellation of any of the identified coverages.
- (c) The County must be provided certificates of insurance that reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder and further specify that the policies are endorsed. Certificates must be mailed Robert Dye, Risk Manager, P.O. Box 1591, Pensacola, Florida 32597. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.
- (d) No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of the County's sovereign immunity or any other limitation of liability of the County. The County is self-insured for liabilities in excess of the amounts provided under Section 768.28 Florida Statutes.
- (e) GCIA agrees to not violate, or knowingly or negligently permit, or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage must be primary to any insurance or self-insurance carried by the County applicable to this Agreement. The acceptance by the 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 Agreement.

6. Hold Harmless.

- (a) GCIA agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged loss or damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by Licensee. GCIA's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusive or omission from any policy of insurance.
- (b) Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both GCIA and the

County. The County and GCIA acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, Agreements, or warranties, except as expressed in the Agreement.

7. **Records. GCIA** acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event GCIA fails to abide by the provisions of Chapter 119, Florida Statutes, County may, without prejudice to any right or remedy and after giving seven (7) days written notice, during which period GCIA still fails to allow access to such documents, terminate this Agreement and pursue any and all legal remedies.

8. All Prior Agreements Superseded.

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.

- 12. Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
 - (a) If GCIA discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, GCIA shall immediately notify County and request clarification of the Agreement.
 - (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 13. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement

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

14. Compliance with Laws. GCIA shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, GCIA shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

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

16. No Waiver. The failure of either party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

17. Assignment. This Agreement shall not be assigned nor shall the Property be sublet unless first approved by the County. Any such assignment shall be reflected in a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency. By/I

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners

WITNESSES:

By:	By:	
Witness		Jack R. Brown, County Administrator
By:	Date:	
Witness		
WITNESSES:		GULF COAST INDIAN ASSOCIATION:
	By:	Naresh Patel, Chairman
By:	By:	Naresh Patel, Chairman





September 10, 2015

Naresh" Nash" Prito) Chairinan

Bhosker P. Patel Transmer

Vishal Wight Paul Secondary

Allen Patel Board Mærdie

Baju Patel Board Mondeo

Bottoy Parei Roard Member (Fr. Walting Pl. Ren)

Jay Panal Board Momber (Folse, Al. Bap)

Parikaj "berd" Patoli Rozed Mamber (Shihon, FL Rep-1

Marrish Parel Board Member (Ball Brooks, FL Rop) Dear Mr. Jack Brown,

GCIA is a not for profit organization consisting of local members of the Indian community comprised of hundred of business owners and professionals from hotels, fast food restaurant and convenient stores, and other respected professionals from healthcare, engineering and accounting industries. This unique group of business professionals collectively employs hundreds of small business employees and pay hundreds and thousand of dollars in local, state, property and intangible taxes within our community.

Each year our community hosts a very religious and auspicious event for our community. The festival is known as Navratri. Navratri is one of the most important Hindu fasts and festival, which consist of 9 different nights dedicated to the Hindu Goddess Durga. Navratri is celebrated all over the world by the Indian communities and is celebrated because the goddess is believed to have fought and destroyed evils and demons from the earth in order to obtain peace.

Once again this year we would like to host the same event at the Brownsville Community Center for the following dates:

Our events start at 6pm till around 11:00pm to midnight.Navratri Garba Dance eventsFriday October 9thSaturday October 10thFriday October 16tdSaturday October 17thWednesday October 21stTuesday October 27th

And finally our **Diwali New Year celebration** on **Saturday November 14th**. This last event is the only event we will allow Alcohol. We will gladly provide to you the liability insurance coverage as we did last year for the entire seven-day events.

We would respectfully request that Escambia County official join us and kindly consider providing the facility under the same terms and conditions as last year to our organization and our respected community.

Please feel free to contact me if you have any questions on this proposal. You can reach our liaison Dr. Jay S. Patel at 850-393-1780.

Sincerely,

GCIA Board of Directors

GULF COAST INDIAN ASSOCIATION

M14 Parice (1, 0), J. Suite 200 - Parsacula Flatidi 12505 - Telephone 850, 266, 0200 - Par, mile 050, 260, 020



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8915	County Administrator's Report 13. 16.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/24/2015
Issue:	Adoption of a Resolution Regarding the Temporary Closure of Bluff Springs Road over Pritchett Mill Creek
From:	Joy D. Blackmon, P.E., Department Director
Organization: CAO Approval:	Public Works
ono nppiovai.	

RECOMMENDATION:

Recommendation Concerning a Resolution Regarding the Temporary Closure of Bluff Springs Road at Escambia County Bridge Number 484052 Over Pritchett Mill Creek - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the temporary closure of Bluff Springs Road at Escambia County Bridge, Number 484052, over Pritchett Mill Creek to complete a Florida Department of Transportation (FDOT) bridge replacement project in Fiscal Years 2017 and 2018:

A. Adopt the Resolution approving the temporary closure of Bluff Springs Road to complete an FDOT bridge replacement project in Fiscal Years 2017 and 2018 for a duration of approximately 150 days, without requiring traffic detours; and

B. Authorize the Chairman or Vice Chairman to execute the Resolution and any subsequent documents required for implementation of the temporary road closure.

[Funding Source (for maintenance of bridges): Fund 175, Transportation Trust Fund, Account 210402/54601]

BACKGROUND:

Bridge Number 484052, located on Bluff Springs Road over Pritchett Mill Creek in Escambia County, which is not on the State Highway System, will be replaced by FDOT in Fiscal Years 2017 and 2018.

According to FDOT criteria, this bridge has reached a level of deterioration which warrants replacement, and is on the list for FDOT's 5-Year Work Plan. Meeting in regular session on February 19, 2015, the Board approved the Off-System Agreement between Escambia County and FDOT related to the replacement and maintenance of Bluff Springs Road over Pritchett Mill Creek. The Board's adoption of this Resolution is necessary for the temporary closure of Bluff Springs Road during the completion of the

bridge replacement project in Fiscal Years 2017 and 2018, for a duration of approximately 150 days, without requiring traffic detours. Traffic detours will not be required since the land is owned by North West Florida Water Management District (NWFWMD), they have agreed to the road closure, and the road is a low traffic volume route to their wildlife management area. Upon FDOT's completion of the bridge structure, Escambia County will be responsible for maintenance of this bridge.

BUDGETARY IMPACT:

All construction work will be performed by FDOT. Bridge maintenance funds are available in Fund 175 "Transportation Trust Fund", Account 210402/54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Senior Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

All construction work will be performed by FDOT. Existing County staff will coordinate with FDOT personnel as necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon the Board's adoption and the Chairman's or Vice-Chairman's execution of the Resolution, a copy will be forwarded to FDOT for their records.

IMPLEMENTATION/COORDINATION:

Construction plans are available for review (by authorized personnel only) by contacting James Duncan or Liz Bush, Engineering Division, at the Escambia County Central Office Complex. All bridge replacement work will be coordinated by FDOT.

Attachments

2-19-15 Minutes OSA Bluff Springs Resolution - Temp Road Closure Bluff Springs Existing Bridge Photo Map

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-23. <u>Approval of Various Consent Agenda Items</u> Continued
 - 11. Taking the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County related to the replacement and maintenance of Bluff Springs Road over Pritchett Mill Creek, Bridge #484052, and Patricia Drive over Bayou Marcus Creek, Bridge #484069 (Funding Source: Fund 175, Transportation Trust Fund, Account 210402/54601):
 - A. Approving the *State of Florida Department of Transportation Off System Project Agreement* between FDOT and Escambia County related to the replacement and maintenance of Bluff Springs Road over Pritchett Mill Creek, Bridge #484052, and Patricia Drive over Bayou Marcus Creek, Bridge #484069;
 - B. Adopting the Resolution (R2015-16) authorizing the Agreement; and
 - C. Authorizing the Chairman or Vice Chairman to execute the documents and any subsequent documents required for implementation of the bridge replacements.

RESOLUTION NUMBER R2015-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY APPROVING A TEMPORARY ROAD CLOSURE PURSUANT TO COMPLETION OF BRIDGE REPLACEMENT PROJECT.

WHEREAS, the Florida Department of Transportation ("DEPARTMENT") proposes to undertake and complete one bridge replacement project in Fiscal Years 2017 and 2018 in Escambia County, Florida; and

WHEREAS, this bridge replacement project includes FPID Number 430471-1-52-01, at Bluff Springs Road over Pritchett Mill Creek, Bridge Number 484052 (the "PROJECT"); and

WHEREAS, Escambia County supports the DEPARTMENT'S efforts in these regards; and

WHEREAS, it is necessary that Bluff Springs Road, owned and maintained by Escambia County, be temporarily closed for an approximate duration of 150 days and there will be NO DETOUR as the land is owned by North West Florida Water Management District, "NWFWMD", and is a low traffic volume access to their wildlife management area, and NWFWMD has agreed to the road closure to successfully complete the Project; and

WHEREAS, said road closure will reduce construction time and costs, minimize right of way purchase and/or construction easements, and minimize wetland impacts; and

WHEREAS, said road closure will be performed in accordance with the Construction Plans dated March 17, 2015, including any revisions thereof as exist on file with the DEPARTMENT (the "PLANS"), for this PROJECT, which are herein incorporated by reference.

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

- 1. The Board of County Commissioners does hereby authorize the DEPARTMENT to temporarily close Bluff Springs Road in accordance with the PLANS.
- 2. A certified copy of this resolution shall be forwarded to the Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

3. This resolution shall be effective upon passage.

ADOPTED this _____ day of ______, 2015.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

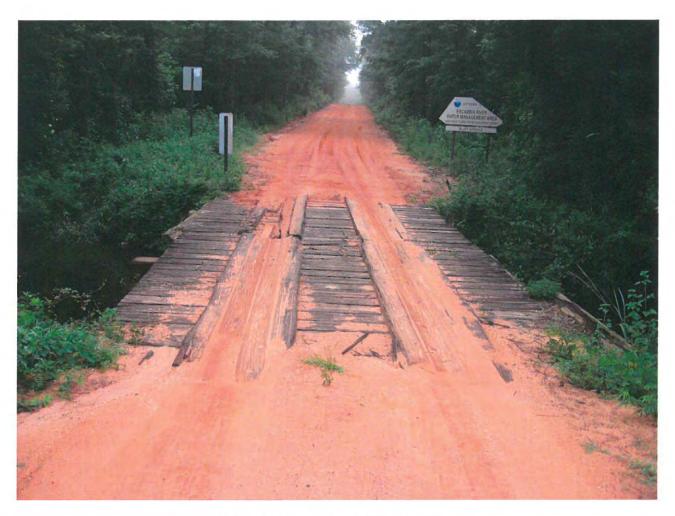
ATTEST: PAM CHILDERS Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

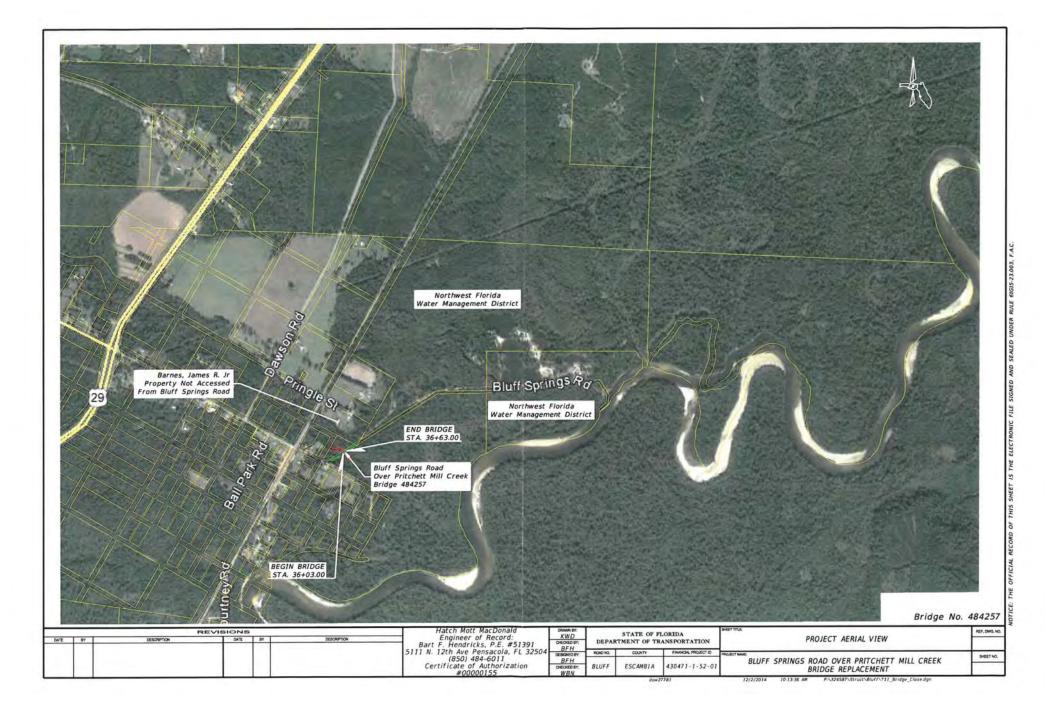
This document approved as to him . and legal-sufficiency. BV ou- ty Allocney Title Date

Bluff Springs Road Over Pritchett Mill Creek FPID: 430471-1-52-01



Existing Bluff Springs Road Over Pritchett Mill Creek

(Looking Northeast)





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8813	County Administrator's Report 13. 17.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/24/2015
Issue:	Escambia County Title VI Nondiscrimination Program Policy
From:	Joy D. Blackmon, P.E., Director
Organization:	Public Works
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Escambia County Title VI Nondiscrimination Program Policy -Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt the Escambia County Title VI Nondiscrimination Program Policy and file accordingly.

BACKGROUND:

Escambia County values diversity and welcomes input from all interested parties, regardless of cultural identity, background or income level. Moreover, the county provides the highest quality of life for all residents by delivering fiscally-sound, responsive services in a manner that is equitable, professional and has the highest degree of integrity. Thus, the county does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and related federal laws and regulations, the county will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status. Presidential Executive Order 13166 addresses services for those individuals with limited English proficiency (LEP). To address the federal requirements, the Escambia County Board of County Commissioners (BOCC) has developed a Title VI Plan, ADA/504 Plan, and Limited English Proficiency Plan.

In addition to the need to adopt and institute a Title VI Policy, the Florida Department of Transportation (FDOT) has requested that all LAP-certified agencies submit to the state each agency's adopted policy(s) for proper filing. In order to continue to receive federal aid for capital improvement or infrastructure projects, each LAP-certified agency must have an adopted policy.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the Title VI Nondiscrimination Program Policy.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

County Administration will coordinate with the appropriate staff for proper implementation. Upon approval, Transportation & Traffic Operations staff will provide FDOT with a copy of the adopted policy.

Attachments

Draft Title VI Policy

Board of County Commissioners Escambia County, Florida

Title:	1
Date Adopted:	
Effective Date:	
Reference:	
Policy Amended:	

Title VI Nondiscrimination Program Policy

Title VI Policy Statement:

Escambia County values diversity and welcomes input from all interested parties, regardless of cultural identity, background or income level. Moreover, the County provides the highest quality of life for all residents by delivering fiscally-sound, responsive services in a manner that is equitable, professional and has the highest degree of integrity. Thus, the County does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and related federal laws and regulations, the County will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status. Presidential Executive Order 13166 addresses services for those individuals with limited English proficiency (LEP). To address the federal requirements, the Escambia County Board of County Commissioners (BOCC) has developed a Title VI Plan, ADA/504 Plan, and Limited English Proficiency Plan. The following provisions provide a summary of the procedures related to those requirements.

Title VI Complaint Procedure:

Title VI Coordinator

The County has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination based on race, color, national origin, sex, age, disability, religion, income or family status in any of the County's programs, services or activities may file a complaint with the County's designated Title VI Coordinator.

The Title VI Coordinator shall be the County Administrator or designee:

Jack R. Brown County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502 <u>irbrown@co.escambia.fl.us</u> 850.595.4947

The responsibility for carrying out the County's commitment to this program has been delegated to the Title VI Coordinator who will receive and investigate Title VI complaints, which come through the complaint procedure. However, all managers, supervisors and employees share in the responsibility for making the County's Title VI Program a success.

Submitting a Complaint

Any individual who feels they have been discriminated against in any federally assisted program or service provided by Escambia County, under the provisions of Title VI of the 1964 Civil Rights Act, shall submit a complaint with the County's designated Title VI Nondiscrimination Coordinator. If possible, the complaint should be submitted in writing within sixty (60) days of the incident with the following information:

Complainant's name, address, and telephone number.

Complainant's signature.

If filing on behalf of another person, include your name, address, telephone number, and your relation to the complainant.

The name and address of the County agency, division, or department you believe committed a violation.

Include the basis for your complaint with a description of the alleged discriminatory act and date of occurrence.

If the complainant is unable to submit a written complaint, the complainant should contact the Title VI Coordinator for further assistance.

All complaints will be investigated promptly. Reasonable measures will be undertaken to preserve any information that is confidential. The Title VI Coordinator will review every complaint, and when necessary, begin the investigation process. At a minimum the investigation will:

- Identify and review all relevant documents, practices and procedures;
- Identify and interview persons with knowledge of the Title VI violation, i.e., the person making the complaint; witnesses or anyone identified by the Complainant; anyone who may have been subject to similar activity, or anyone with relevant information.

Upon completion of the investigation, the Title VI Coordinator will complete a final report. If a Title VI violation is found to exist, remedial steps as appropriate and necessary will be taken immediately. The Complainant will also receive a final report together with any remedial steps. The investigation process and final report should take no longer than forty-five (45) business days.

Should the County be unable to satisfactorily resolve the complaint, the County will forward the complaint, along with a record of its disposition to the appropriate District of the Florida Department of Transportation (FDOT).

If the Complainant is unable or unwilling to submit a complaint to the County or if the Complainant wishes to appeal the County's decision, the Complainant may contact the FDOT, and the FDOT will forward the complaint to the appropriate state or federal agency.

Florida Department of Transportation Equal Opportunity Office Attn: Title VI Complaint Processing 605 Suwannee Street MS 65 Tallahassee, FL 32399

ADA/504 Statement:

Section 504 of the Rehabilitation Act of 1973 (Section 504), of the Americans with Disabilities Act of the 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. Furthermore, these laws require federal aid recipients and other government entities to take affirmative steps to reasonably accommodate the disabled and ensure that their needs are equitably represented in County programs, services and activities.

The County will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities.

The County encourages the public to report any facilities, programs, services or activities that appear inaccessible to the disabled. Furthermore, the County will provide reasonable accommodation to disabled individuals who wish to participate in public involvement events or who require special assistance to access facilities, programs, services and activities.

Questions, concerns, comments or requests for accommodation should be made to the County's ADA Contact:

The County's ADA contact shall be the Director of the Department of Human Resources or designee.

Thomas G. Turner Department of Human Resources 221 Palafox Place Pensacola, Florida 32502 tgturner@co.escambia.fl.us 850.595.1637

Limited English Proficiency (LEP) Guidance:

Title VI of the Civil Rights Act of 1964, Executive Order 13166, and various directives from the US Department of Justice (DOJ) and US Department of Transportation (DOT) require federal aid recipients to take reasonable steps to ensure meaningful access to programs, services, and activities by those who do not speak English proficiently. To determine the extent to which LEP services are required and in which languages, the law requires the analysis of four factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the County's programs, services or activities.

According to the US Census Bureau's most recent American

Community Survey data (Category S1601, Language Spoken at Home), approximately 92.1% of the total population age five or older in Escambia County speak only English and 7.9% of the population spoke a language other than English within their households. Spanish or Spanish Creole languages comprised the largest non-English speaking group. The most prevalent other languages that were identified in the County included Indo-European languages, Asian/Pacific Island languages, and other languages.

Of the total population in Escambia County, approximately 97.3% speak English *"very well,"* while the remaining 2.7% were categorized as LEP persons who speak English *less than "very well."* Even considering the margin of error, the available data indicated that the most prevalent LEP language group, Spanish and Spanish Creole, represented less than 1.5% of the total population in Escambia County. Given this information, the County has concluded that a relatively small percentage of LEP persons are likely to encounter the County's programs, services or activities.

2. The frequency with which LEP individuals come in contact with these programs, services or activities.

Escambia County has not received any requests for translation or interpretation of its programs, services or activities into any other language. The County shall continue to assess the frequency with which staff may contact or have contact with LEP persons.

3. The nature and importance of the program, service or activity to people's lives.

Escambia County believes that transportation is of critical importance to its public, as access to health care, emergency services, employment, and other essentials would be difficult or impossible without reliable transportation systems. The County defines this plan as an essential document to meet its obligation to provide services to LEP persons.

4. The resources available to the County and the likely costs of the LEP services.

With the previously stated small percentage of LEP persons in Escambia County, cost effective solutions are continually being researched to ensure appropriate costs align with the services needed. The County's concentration has been to provide interpreters and translated materials where appropriate. If public outreach activities find a shift in demographics, services in this area will also expand.

Within Escambia County there are a number of institutions of higher education and military facilities, some of which have extensive language services. Escambia County will work to continue to develop relationships with these organizations through our current public relations activities. Escambia County will notify all employees of foreign language classes that may be offered by these organizations to assist in our efforts to reach out to our community.

The analysis of the four factors suggests that extensive LEP services are not required at this time. Nevertheless, Escambia County believes that occasional foreign language assistance may be necessary for meaningful access by members of the public. Thus, the Escambia County has committed to the following:

- Maintain a list of employees who competently speak foreign languages and who are willing to provide translation and/or interpretation services;
- o Distribute this list to staff who regularly have contact with the public;
- Find and use as much foreign language information, booklets, and pamphlets as possible for our employees to better communicate;
- Continue to provide public relations activities.

Escambia County understands that its community profile is changing and that the four factor analysis may reveal the need for more LEP services in the future. As such, Escambia County will continue to assess the size and needs of Escambia County's LEP population and amend the plan as needed.

Persons requiring special language assistance services should contact the County's Title VI Nondiscrimination Coordinator.

Public Involvement:

In order to plan for efficient, effective, safe, equitable and reliable transportation systems, the County must have public input. The County spends extensive staff and financial resources in furtherance of this goal and strongly encourages the participation of the entire community. Any person may attend meetings of the Board of County Commissioners and speak during the public forum portion of the agenda. Further, the County holds a number of meetings, workshops, and other events designed to gather public input on project planning and construction.

Persons wishing to request special presentations by the County; volunteer in any activities, or offer suggestions for improvement of County public involvement may contact the County's Title VI Nondiscrimination Coordinator.

Data Collection:

FHWA regulations require federal-aid recipients to collect racial, ethnic and other similar demographic data on beneficiaries of or those affected by transportation programs, services and activities. The County accomplishes this through the use of census data, American Community Survey reports, and other methods. From time to time, the County may find it necessary to request voluntary identification of racial, ethnic or other data from those who participate in public involvement events. This information assists the County with improving targeted outreach and measures effectiveness. Self identification of personal data to the County will always be voluntary and anonymous. Moreover, the County will not release or otherwise use this data in any manner inconsistent with federal regulations.

Assurances:

Every three years the County must certify to FHWA and FDOT that its programs, services and activities are being conducted in a nondiscriminatory manner and document the County's commitment to nondiscrimination and equitable service to its community. The public may view the assurances on the County's website or by visiting the County's offices.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8999	County Administrator's Report 13. 18.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/24/2015
Issue:	CareerSource Escarosa Supplemental Nutrition Assistance Program (SNAP) Grant Extension
From:	Tonya Gant, Director
Organization:	Neighborhood & Human Svcs
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Workforce Escarosa (d/b/a CareerSource Escarosa) Fiscal Year 2014/2015 Supplemental Nutrition Assistance Program Grant Contract Extension - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign a contract modification regarding CareerSource Escarosa's request to extend the Fiscal Year 2014-2015 Supplemental Nutrition Assistance Program (SNAP) Contract for three months, ending December 31, 2015.

BACKGROUND:

The Florida Department of Economic Opportunity (DEO) notified the local workforce boards that in January 2016, SNAP activities will become a work mandatory program for the State of Florida. The mandatory program is normally applied to specific counties in Florida based on the unemployment rate: however, during the 2015 Florida legislative session, a bill was passed that requires all 67 counties to be mandatory. CareerSource Escarosa contracts with Escambia County to operate this program and would like to extend the current contract, which ends September 30, 2015, for three months ending December 31, 2015.

BUDGETARY IMPACT:

Funding for the contract is 100% grant-funded, with no local match required and is a cost reimbursement agreement. The budget funds have already been appropriated.

LEGAL CONSIDERATIONS/SIGN-OFF:

The contract is necessary pursuant to the Florida Workforce Innovation Act of 2000, Senate Bill 2050, and the Personal Responsibility and Work Opportunities Act. The County Attorney's office has approved the contract as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

CareerSource Escarosa request for FY 2014-2015 SNAP grant contract extension must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this extension shall become effective for the expressed term. CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in submission of this request.

Attachments

<u>Agreement</u>

CONTRACT EXTENSION BETWEEN WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA AND THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM SNAP, EXTENDING CONTRACT #2014-2015-01 FOR AN ADDITIONAL THREE MONTHS, FROM OCTOBER 2015 THROUGH DECEMBER 2015, SNAP #2015-02

WHEREAS, Workforce Escarosa, Inc. (Escarosa), a non-profit Corporation, is chartered as the local Workforce Development Board and is charged with the overall duties and responsibilities for the administration of Food Supplemental Nutrition Assistance Program (SNAP) for Region 1, and is in need of certain services more specifically hereafter described; and

WHEREAS, the current agreement #2014-2015-01 is scheduled to expire on September 30, 2015, and both parties wish to extend the agreement for three months, effective October 1, 2015 through December 31, 2015; and

WHEREAS, the Escambia County Board of County Commissioners, Department of Community Affairs, Community Services Division (BCC), through the administration of the Supplemental Nutrition Assistance Program (SNAP) has heretofore demonstrated its ability to provide such services in accordance with the terms and provisions that hereafter follow;

NOW THEREFORE, the parties hereto mutually covenant one with the other as follows:

I. STATEMENT OF WORK

- A. The BCC shall provide the following services and outcomes which shall be in compliance with SNAP funded services, as required by the U.S. Department of Agriculture (USDA) and the Department of Economic Opportunity (DEO), to wit:
 - 1. Provide staff for Job Development/Case Management services, in support of the following:
 - a) The Escarosa Career Center on "L" Street and the Milton Career Center are routinely open to the public between 8:00 a.m. and 5:00 p.m. Monday through Friday, less State-celebrated holidays. Circumstances occasionally require extended business hours and/or weekend operations. The BCC will provide SNAP staff to the career centers and shall be co-located in the centers (except for official county holidays) during normal business hours and extended hours.
 - b) Provide case management and counseling services to SNAP participants who have been determined eligible for SNAP activities to include career counseling, identifying barriers to employment,

educational/skills assessments, follow-up services and other related services which will assist the participant in meeting required work participation hours.

- c) Provide weekly, monthly or quarterly reports as required by Workforce Escarosa, regarding SNAP participant activities progress and outcomes. Reports may include, but are not limited to, the following types of information: numbers served, numbers employed, successes, and other items as required by the State Workforce Florida, Inc., Department of Economic Opportunity (DEO), or local Regional Workforce Board (RWB).
- d) Insure collection and maintenance of data to support SNAP activities, participant contact, state management information system data entries, support services rendered, and periodic reports as required by Workforce Escarosa.
- e) Provide all fiscal controls necessary to insure expenditures are in line with federal, state and local policies and procedures.
- f) Document via counseling notes participant contact, progress achieved, and problems encountered.
- g) Compile, implement, and update of the Individual Service Strategy (ISS) for participants who choose to participate.
- Identify needs for specialized assessments or other required skills assessments and referrals for SNAP services. This may include parenting, personal finance, employability skills, life management skills classes/workshops.
- i) Career counseling regarding the local labor market, skill levels, educational levels, job duties required for employment, etc.
- j) Provide Job development, search and placement assistance for SNAP participants who choose to participate.
- 2. All staff involved in providing services under this contract must be qualified and knowledgeable of SNAP laws and regulations and must be able to apply procedures and guidelines in day-to-day operations.
- 3. Due to recent revisions to the Florida State SNAP Plan as required by USDA, case loads must be maintained at or close to 50 to justify one (1) full-time equivalent (FTE) staff person under this contract. If case loads drop below 40, the 1 FTE's hours may be reduced accordingly to remain in compliance with USDA and DEO requirements. The decision to reduce hours will lie with the Executive Director of Workforce Escarosa. The

Executive Director will notify the contract person listed under <u>XXNII.</u> <u>Notice and Contact</u> of the reduction no less than 40 hours in advance of the reduction.

4. Should case loads increase above the 50 required, the Executive Director and the Director of the Department of Community Affairs will determine staff levels needed. Increases in staffing levels will be dependent on funding from USDA/DEO.

II. METHOD AND TIME PAYMENT

- A. Escarosa shall pay an aggregate amount not to exceed \$12,589 as shown on the copy of the budget summary hereto attached and made a part of this contract. If during the term of the contract, BCC determines that submitted line-items need to be adjusted, then these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$12,589 cannot be over expended.
- B. The amount of \$12,589 may be reduced or increased dependent upon final allocation, availability of funds, and increases/decreases in SNAP case loads

All monthly invoices must be received by the 15th of the following month for the previous month's billings.

- C. Documentation for reimbursement shall include an invoice and the following:
 - 1. Salaries/Fringes: Documentation of rate of pay and payment for positions identified in budget summary.
 - 2. Staff Travel: Documentation of mileage and/or travel expenses and payment.
 - 3. Escarosa "Personnel Activity Reports" for each staff member charging time to the contract.
- D. Reimbursements shall be made to the BCC in a timely manner in accordance with Escarosa's standard accounting procedures.
- E. BCC shall submit its invoices for payment of the funds payable under this contract to Escarosa and shall provide such reports and other information as Escarosa may require to fulfill its duties as Administrative/Fiscal Entity.
- F. In order to insure funds are not lost to the region, contract expenditures will be reviewed during the mid-contracting period. If expenditures are below 50% at this point in time, Escarosa will contact the contractor to determine why the contract is under-spent. If after consultation with the contractor it is determined that the full contract amount will not be expended, a recommendation may be

made to the Escarosa Finance Committee that the funds not to be expended be deobligated for use elsewhere.

G. Funding for the SNAP Program is from U. S. Department of Agriculture, CFDA # 10.551.

Note: All of the above expenses must be for services provided by this contract for SNAP participants.

III. COMPENSATION AND TIME PERIOD

This contract shall become effective on October 1, 2015, regardless of the date of execution by and between Escarosa and BCC, and shall continue to midnight, December 31, 2015.

Payments will be made for expenditures incurred up to the date of termination or expiration of the contract. The final request for reimbursement must be received by Escarosa within thirty (30) days from termination or expiration of the contract.

IV. PUBLIC RECORDS

This contract is subject to termination for BCC refusal to comply with Chapter 119, <u>Florida Statutes</u>, the Public Record Law.

V. MODIFICATION UNILATERALLY

This contract may only be modified by written agreement executed by all parties hereto.

VI. EQUAL OPPORTUNITY

As a condition to the award of financial assistance under SNAP from the State of Florida with respect to operation of the SNAP funded program or activity and all agreements or arrangements to carry out the SNAP funded program or activity, BCC will comply fully with the nondiscrimination and equal opportunity provisions of the Title VI of the Civil Rights Act of 1964, as amended; section 504 or the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended; The Age Discrimination Act of 1974, as amended; The American with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

VII. PROVISIONS AGAINST ASSIGNMENT

Neither this contract nor the services hereunder provided for may be assigned, or subcontracted by BCC without the prior written consent of Escarosa.

VIII. FUNDING

If the SNAP funds anticipated to be received by Escarosa, under which this contract is funded, are suspended or terminated in whole or changes in part, the corresponding funding for this contract shall be suspended or terminated in whole or in part. Unearned payments under this contract may be suspended or terminated upon refusal by BCC to accept additional conditions that may be imposed by Escarosa at any time. BCC understands that substantial alteration to funding and/or program aspects of this contract may be required as a result of changes in the enabling legislation and/or related funding allocations.

IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTACT

The total amount of funds accessible by BCC under this contract is \$12,589 payable only upon receipt of stipulated items in Section II of this contract.

X. TYPE OF CONTRACT

This is a line-item cost reimbursement contract whereby funding provided will be charged to direct program services.

XI. CONTRACT LIABIITIES AND INDEMNIFICATION

The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other Party. The Parties, agree to be fully responsible for their negligent acts or omissions or tortuous acts which result in claims or suits against the other Party, and the Parties agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver or sovereign immunity as defined in Section 768.28, Florida Statutes, by the County, and nothing herein shall be construed as consent by them to be sued by third parties in any matter arising out of this Agreement.

XII. INSURANCE

BCC shall provide comprehensive general liability insurance covering BCC and any services or activities to be provided by BCC under this contract.

XIII. TERMINATION FOR CONVENIENCE

Either party may terminate this contract for convenience by giving the other 30 days written notice prior to the effective date of termination. The termination

notice must be in writing and signed by the authorized agent of the terminating party. During the interim between the notice of termination and date of termination Escarosa will pay only those costs incurred pursuant to normal operations as set out in the contract between the two parties.

TERMINATION FOR CAUSE

If BCC fails to fulfill in a timely manner its obligations under this contract, or if BCC violates any of the covenants, agreements, or stipulations of this contract, Escarosa thereupon has the right at its option to deobligate funds or terminate this contract by giving written notice to BCC of termination or deobligation and specifying the effective date of such action.

XIV. PROPERTY/EQUIPMENT CLAUSE

The purchase of property/equipment is not allowed under this contract.

XV. MAINTENANCE OF EFFORT

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No participant shall be employed or fill a job opening (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under welfare transition. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

XVI. CONFLICT OF INTEREST

An executive, officer, agent or representative, or employee of the contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the contractor. No member of any council under welfare transition shall cast a vote on the provision of services by that member or any organization that the member directly represents or vote on any matter which would provide direct financial benefit to that member.

XVII. COMPLIANCE WITH STATE/FEDERAL LEGISLATION

BCC assures that it will comply with requirements of SNAP and with regulations and policies promulgated thereunder. BCC further agrees to comply with all subsequent revisions, modifications and amendments to SNAP and the regulations as assigned by Escarosa. BCC assures that clarification will be sought from Escarosa on any policy, law, rule, regulation, or directive that is not clearly understood prior to adopting the practice or procedure. Escarosa shall supply clarification to the contractor, as required.

XVIII. ACCOUNTING STANDARDS

BCC shall establish and maintain an auditable system, in accordance with recognized accounting practices.

In the event that the books and records used by the contractor, as determined in the monitoring or the audit report in accounting for expenses incurred under this agreement, do not meet the minimum standards of accepted accounting practices and records management of the administrative entity, Escarosa reserves the right to withhold any or all its funding until such time as standards are met. The administrative entity may withhold payment due under a later agreement to offset disallowed costs identified under an earlier agreement.

XIX. AUDITS RIGHT CLAUSE

This contract creates a sub-recipient relationship between BCC and Escarosa as defined by Office of Management and Budget (OMB) Circular A-133, and therefore a Single Audit may be required in accordance with that Circular. If single audit procedures are not applicable due to BCC not exceeding the threshold of \$500,000 in federal funding, BCC must provide Escarosa with a signed statement indicating that the single audit thresholds were not exceeded during the year.

BCC shall forward a copy of its Financial Audit and Single Audit (if required) to Escarosa within 30 days of receipt from its auditors. Disallowed costs for funds not expended in accordance with SNAP regulations – as determined in the final resolution of the audit – must be repaid by BCC from non-federal funds. SNAP and/or other federal program funding cannot be used to repay disallowed costs associated with this service provider contract. Escarosa may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.

XX. <u>RESOLUTION OF COMPLAINT</u>

Escarosa Grievance Procedures are included as an attachment to this contract. BCC must ensure that all staff and program participants who may benefit financially from this contract have read and have signed a copy of those Grievance Procedures. An authorized staff member must also sign each form as witness. Forms with the program participant's original signature are placed into the participant's file. Forms with BCC staff original signatures are sent to Escarosa Equal Opportunity Officer for file. Grievances not involving Escarosa funded programs/activities will be processed using BCC procedures only. However, grievances that do concern Escarosa or its programs/activities must be processed in accordance with Escarosa grievance procedures.

XXI. MAINTENANCE OF RECORDS

All records pertinent to this agreement, including financial, participant, statistical, audit and property, supporting documentation, shall be retained for a period of five (5) years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Client records shall be returned to Escarosa at the end of the contract for maintenance and storage.

RECORD'S ACCESSIBILITY

Escarosa, Workforce Florida, Inc. (WFI), Department of Economic Opportunity (DEO), Department of Agriculture, and/or United States' duly authorized personnel have the right to access, examine, and make excerpts, copies or transcripts from all records pertaining to this contract, both fiscal and programmatic, at any time during the course of this contract or during the required retention period or as long as the records are retained, whichever is later.

XXII. TRANSFER OF RECORDS

If the Contractor is not able to retain the necessary records, such records shall be transferred to Escarosa. Such records shall be transferred to Escarosa in an acceptable condition for storage.

XXIII. SUB-AGREEMENTS

Sub-agreements are not applicable.

XXIV. DEFINITIONS AND ACRONYMS

DEO	Department of Economic Opportunity
BCC	Escambia County Board of County Commissioners
USDA	United States Department of Agriculture
CONTRACTOR	Escambia County Board of County Commissioners
ESCAROSA	Workforce Escarosa, Inc. dba CareerSource Escarosa
ISS	Individual Service Strategy
WFI	Workforce Florida, Inc.
SNAP	Supplemental Nutrition Assistance Program

XXV. PERFORMANCE STANDARDS

Currently, there are no required performance standards as Florida is a waiver state, and participation by Food Stamp recipients is voluntary and no longer work mandatory.

Should the state or federal government delete, add or change performance standards, any contract awarded will be modified to reflect those new state/federal performance requirements.

XXVI. DISALLOWED COSTS

Should disallowed costs be confirmed as determined by Escarosa, State, or Federal monitors, Escarosa will require BCC to reimburse Escarosa for those costs.

XXVII. PROGRAM INCOME

Is not applicable under this contract.

XXVIII. NOTICE AND CONTRACT

The name and address of the manager responsible for Escarosa for this contract is:

Susan B. Nelms Executive Director Workforce Escarosa, Inc. 9111 Sturdevant Street, Suite A Pensacola, FL 32514 Phone: (850) 473-0939 FAX: (850) 473-0935

The name and address of the manager responsible for BCC for this contract is:

Tonya Gant Director Department of Neighborhood and Human Services 221 Palafox Place Pensacola, FL 32502 Phone: (850) 595-3123 FAX: (850) 595-4431

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

XXIX. SPONSORSHIP

When sponsoring a program financed wholly or in part by SNAP dollars, including funds obtained through this contract, the service provider assures that all notices, informational pamphlets, research reports, press releases, advertisements, descriptions of the sponsorship of the program and similar public notices prepared and released by the service provider shall include the statement "Sponsored by Escambia County Board of County Commissioners and CareerSource Escarosa." If the sponsorship reference is in written material, the words <u>CareerSource Escarosa</u>. shall appear in the same size letters or type as the name of the organization.

All printed materials distributed to the public shall include the statement "equal opportunity employer/program" and that "Auxiliary aids and services are available upon request to individuals with disabilities."

XXX. PROCUREMENT OF SUPPLIES

Procurement procedures shall be in accordance with BCC's procurement guidelines when purchasing necessary items for the administration of this contract.

XXXI. ANTI-LOBBYING

No funds made available under SNAP shall be used for any political activity; lobbying of federal, state, or local legislatures; or to raise funds or to promote or oppose unionization. The contractor shall assure that no SNAP funds will be used to assist or deter union organizing.

XXXII. COPYRIGHT STATEMENT

- A. Contracting Agency shall have unlimited rights in:
 - 1. Data first produced in the performance of this contract;
 - 2. Form, fit, and function data delivered under this contract;
 - 3. Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
 - 4. All other data delivered under this contact.

B. Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract.

XXXIII. <u>CLEAN AIR ACT</u>

The Contractor assures Escarosa that it shall comply with all applicable standards, orders, or requirements issued under Section 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency requirements.

XXXIV. FLORIDA ENERGY POLICY AND CONSERVATION ACT

The BCC shall be familiar with and – where applicable – adhere with mandatory standards and policies relating to energy efficiency as discussed in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Florida Statute 366.80 - 366.85 and 403.519, while engaged in CWEP activities and under contract Workforce Escarosa.

XXXV. PATENT RIGHTS CLAUSE

Escarosa shall have sole patent rights to any discovery or invention that arises or is developed in the course of or under this contract in regard to the services proposed and as implemented by the contractor.

XXXVI. SECTARIAN ACTIVITIES

BCC agrees that participants funded under SNAP shall <u>not</u> be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place of religious worship. SNAP funds cannot be expended on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place of religious worship.

XXXVII. CORRESPONDENCE/LETTERHEAD CLAUSE

All correspondence issued by the subcontractor to participants in the program must be pre-approved by the Escarosa Executive Director. Correspondence must be on Escarosa Career Center letterhead, which will be supplied by Escarosa to the subcontractor.

XXXVIII. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

Approved as to form and legal sufficiency. By/Title Date:

By:

Steven Barry, Chairman

Date:

ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT

Deputy Clerk

ATTEST: Corporate Secretary

WORKFORCE ESCAROSA, INC. Dba CAREERSOURCE ESCAROSA

By:__

Susan B. Nelms, Executive Director

(Corporate Seal)

Date:_____



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9014	County Administrator's Report 13. 19.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/24/2015
Issue:	Approval of a One Year Extension of the Terms and Conditions of Employment for Transfering Jail employees and an intervening agreement
From:	Thomas Turner, Department Director
Organization: CAO Approval:	Human Resources

RECOMMENDATION:

<u>Recommendation Concerning a One Year Extension of the Terms and Conditions of</u> <u>Employment for Transferring Jail Employees - Thomas G. "Tom" Turner, Human Resources</u> <u>Department Director</u>

That the Board approve the One Year Contract Extension to extend the Terms and Conditions that were incorporated in offers of employment to the Jail Correctional Officers represented by the Police Benevolent Association under certifications 1247 and 1248 as amended, and an intervening agreement regarding promotional procedures. The Contract Extension also includes the 3% pay increase effective for all employees for Fiscal Year 2016.

BACKGROUND:

As part of the transfer of the jail operations on October 1, 2013, each officer was provided an offer of employment with certain terms and conditions. The Terms and Conditions, which were approved by the Board, had a sunset of September 30, 2015. The parties (BCC and the PBA) have been engaged in collective bargaining in the intervening two years. Substantial progress has been made but it was not possible to complete a full agreement prior to the September 30, 2015 sunset of certain provisions including a career path structure that is very important to the employees. In order to provide continuation of all aspects of the employment relationship, the parties have entered into a one year extension attached. The parties are continuing to meet and fully expect to compete bargaining on a new successor agreement in the next few months. Such an agreement will be brought back before the Board for approval.

BUDGETARY IMPACT:

None other than the 3% increase included in the FY2016 budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

None - continuation of current status

Attachments

BCC and PBA One Year Extension

ONE YEAR CONTRACT EXTENSION

The Board of County Commissioners for Escambia County (BCC) and the Police Benevolent Association representing sworn correction officers under certifications 1247 and 1248 (PBA) as amended, have engaged in collective bargaining over several month in a joint effort to reach an agreement for a new labor agreement completing the absorption of the Escambia County Jail operations into the current agreement between the BCC and PBA. While the negotiations have been fruitful, collegial and productive, work remains to complete some items of the agreement.

The BCC jail employees transferred from the Escambia County Sherriff's Office pursuant to certain Terms and Conditions of Employment (TCE) in individual offers accepted by those employees. Those terms and conditions and the terms of the BCC-PBA Road Prison Agreement have served as the basis of operations since October 1, 2013. A critical term in the TCE ends on September 30, 2015 dealing with a rank structure for corrections officers. It is in the best interests of the BCC and the PBA to allow continued negotiations and preserve the status quo as it existed on October 1, 2013 with the addition of two Memorandums of Agreement dated December 18, 2013 addressing promotion processes and the other dates June 2, 2015 addressing starting pay rates for trainees. AS the TCE was approved by the BCC, it is necessary that the BCE to approve its extension.

Therefore, the Parties agree as follows:

- 1. The Terms and Conditions of Employment, approved by the Board of County Commissioners in 2013 as part of the actions to support the transfer of the jail, are extended in all aspects until September 30, 2016;
- 2. The Memoranda of Understanding addressing promotional procedures and trainee hire rates are continued until September 30, 2016; and
- Effective October 1, 2015 a three percent (3%) wage increase is provided to all employees covered by this contract extension without regard to their placement on the salary range.

The parties recognize this extension is contingent upon the ratification of the bargaining units of the PBA and the approval of the Board of County Commissioners for Escambia County, Florida. Both parties agree to use their best effort to secure such approvals.

For the BCC Michael For the PBA: M.I SUP

Date: 8-12-2015



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9015	County Administrator's Report 13. 20.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/24/2015
Issue:	New Labor Agreement between the Escambia Board of County Commissioners (BCC) and the Amalgamated Transit Union (ATU) Local 1771
From:	Thomas Turner, Department Director
Organization: CAO Approval:	Human Resources

RECOMMENDATION:

Recommendation Concerning a New Labor Agreement with the Amalgamated Transit Union -Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve and authorize the Chairman to sign the new Collective Bargaining Agreement between the Escambia County Board of County Commissioners (BCC), and the Amalgamated Transit Union (ATU), Local 1771, for a period from August 1, 2015, through September 30, 2017.

BACKGROUND:

The BCC and the ATU have been working under a continuing labor agreement since the expiration of the last agreement on September 30, 2012. The parties have met and negotiated several times over the last 2 years and completed an agreement following the Board action and direction approving new pay increases for certain ATU classifications in the Facilities Maintenance and Parks and Recreation Departments. The new agreement recognizes those increases back to August 1, 2015. Additional changes include elimination of a clause specifically referencing 13 holidays and relying on language that provides the employees the same number of holidays as approved in Board policy; the inclusion of holiday time as hours worked for the purposes of determining overtime to encourage turnout for required work activities when a week includes a holiday; elimination of a phrase referencing promotion procedures; clarification of the residual longevity clause to clarify that it is frozen in place and no new longevity increases are being earned; and a Complete Agreement clause indicating this document is the complete and total agreement between the parties. This contract was ratified overwhelmingly by the member ship during the last week of August 2015.

BUDGETARY IMPACT:

There is no budgetary impact other than the increases currently included in the FY2016 budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

THIS CONTRACT HAS BEEN REVIEWED BY MICHAEL MATTIMORE (ALLEN, NORTON, & BLUE, P.A.).

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

None other than this action.

IMPLEMENTATION/COORDINATION:

The Human Resources Department will work with Local 1771 to obtain a printed contract that has the appropriate union label. The history of the parties is for the union to print the contracts and provide a portion of the stock to the County at the union's cost per contract. Human Resources will work with departments that have ATU employees to familiarize them with the limited changes.

Attachments

ATU_Agreement_08012015





COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

AND THE

AMALGAMATED TRANSIT UNION LOCAL 1771

> August 1, 2015 through September 30, 2017

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ARTICLE 1 THE CONTRACTING PARTIES

This Agreement is between the Escambia County Board of County Commissioners (hereinafter called the BCC or the County) and the Amalgamated Transit Union Local 1771, (hereinafter called ATU or the Union).

ARTICLE 2 RECOGNITION

The BCC recognizes the ATU as the sole and exclusive bargaining agent for all employees included in the bargaining unit of the Amalgamated Transit Union Local 1771, the current bargaining unit is as shown in Appendix A, with the official listing on file at PERC. It is recognized by both parties that as the mission of an organization changes, it sometimes requires permanent changes to the duties of some employees. It would be considered inappropriate for an employee to be a member of the Bargaining Unit who is, or becomes, a supervisor as defined by the duties test of the Fair Labor Standards Act (FLSA). Management shall not re-title nor reclassify an employee for the sole purpose of having them removed from the Bargaining Unit, nor without significant change in duties and/or job description.

ARTICLE 3 GENERAL PROVISIONS

3.01 Civil Emergency

If it is determined that civil emergency conditions exist including riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the BCC during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case, suspension of the terms of this Agreement would apply only to those bargaining unit employees permanently or temporarily assigned to such areas. If an employee is required to work during a civil emergency, any leave granted to all County employees will be granted to employees covered by this agreement.

3.02 Anti-discrimination

A. The BCC agrees not to discriminate against any employee because of race, color, religion, age, handicap, national origin, sex, marital status, or ATU membership or non-membership for any reason prohibited under Florida Statutes or any Federal law. This provision is not subject to the Agreement's grievance or arbitration procedure.

B. Any claim of discrimination or sexual harassment by an employee against the BCC, their agents, representatives or employees, except for grievances related to ATU membership, shall only be subject to the methods of review prescribed by law or by rules and regulations having the force and effect of law.

3.03 <u>Severability</u>

Any clause, provision, or part of this Agreement, which might be, or hereafter, is construed by any court as violating such section, so as to fix either civil or criminal liability upon either of the parties shall be considered void and deleted here from as fully and completely as is same had not been incorporated in the agreement.

3.04 Waiver Clause

- A. Regardless of any procedure set forth in this Agreement, the parties, as defined in Article 1, retain the right to agree mutually upon alternative methods for achieving goals or for the resolving of any question, controversy, claim, or matter of difference arising from this Agreement or the performance or breach of any part thereof.
- B. The parties, as defined in Article 1, may agree to enter into letters of understanding and settlements which interpret provisions of this Agreement without such letters of understanding or settlements having to be ratified by the employees covered by this Agreement. Any contract modifications are subject to the ratification process by both parties.
- C. Any alternative methods, letters of understanding, etc., that modify the provisions of this contract, and placed into effect, will automatically be addressed at the next bargaining session.

3.05 Accommodation with BCC Rules and Policies

Except as otherwise and expressly agreed herein, BCC existing rules and policies that impact negotiable terms and conditions of employment are to remain in effect except where the change is noticed to the ATU and the impact of the changes have been negotiated or negotiated to impasse.

ARTICLE 4 UNION RIGHTS

4.01 Use of Facilities

If any area of the BCC premises are restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during regular working hours and will be restricted to matters related to the application of this Agreement. Nothing in this section shall be interpreted to authorize the performance of ATU business during work time nor permit the use of BCC facilities for ATU business without the approval of the BCC or designee. Such approval shall not be unreasonably withheld; however, it is not the intent of this provision to permit the ATU to use the BCC facilities to conduct meetings on a regular or continuing basis.

4.02 Union Bulletin Boards

The ATU will be allowed to erect and maintain 3' X 3' bulletin boards in mutually agreed upon locations in the facilities listed below. Bulletin boards shall not be erected at facilities where no bargaining unit members are located. These locations will be in as close proximity to time clocks as can reasonably be accommodated. Any items posted must be signed by a Union Official and pertain to Union business. The County reserves the right to take down any material not signed by a Union Official or that may be construed as offensive or inappropriate as determined by the County Administrator or the Department Director. The County agrees to mail or fax a copy to the Union office of any material removed from one of the approved bulletin board listed below.

Public Works, Road Division	
Main Camp	
North Camp	
Fleet Maintenance	
Nine Mile Road	
Mobile Highway	
Public Works, Park/Marine Division	
Public Works, Facilities Management Division	
Blount Street	
Escambia County Jail	
Downtown Government Complex	
Judicial Center	
Public Works, Mosquito Control Division	
Neighborhood/Comm, Solid Waste Division	

4.03 <u>Representation</u>

The Union agrees to furnish the County with an up-to-date list of all its officers and committee members, and to immediately notify the County of any and all changes thereof.

4.04 Dues Deduction

- A. During the term of this Agreement, the BCC agrees to deduct ATU membership dues in an amount established by the ATU and certified in writing to the BCC from the pay of those in the bargaining unit, who individually make such request on a written check-off authorization form provided by the ATU (Appendix B). Such deductions will be made by the BCC on the first and second payday of each month and will begin with the pay for the first full pay period following receipt of the authorization by the BCC. It is understood by the BCC and the ATU that matters of payroll deductions are controlled by the Escambia County Clerk of Court's Office. The ATU will be treated in the same manner as any other organization authorized for payroll deduction.
- B. Dues will be provided to the ATU Financial Secretary as soon as possible, allowing for processing time by the Payroll Division, Clerk of Court.
- C. The ATU shall advise the BCC of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

4.05 Insufficient Pay for Deductions

In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues, it will be the responsibility of the ATU to collect its dues for that pay period directly from the employee.

4.06 Termination of Deduction

Deductions for ATU dues and across-the-board assessments, if any, shall continue until either: (1) revoked by the employee by providing the BCC with thirty (30) days written notice that he/she is terminating the prior check-off authorization; (2) revoked pursuant to Section 447.507, Florida Statutes; (3) the termination of employment, or (4) the transfer, promotion, or demotion of the employee out of the bargaining unit. If these deductions are continued when any of the above situations occur, the ATU shall upon notice of the error, reimburse the employee for the deductions that were improperly withheld. An example of a memorandum terminating the deduction of union dues from an employee's salary may be found at Appendix C.

4.07 Indemnification

The ATU shall indemnify, defend, and hold the BCC, their agents, and employees harmless against any claim, demand, suit or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the BCC, their agents, and employees in complying with this article. The ATU shall promptly refund to the BCC any funds received in accordance with this article, which are in excess of the amount of dues which the BCC or its agencies have agreed to deduct.

4.08 Notice of Dues Deductions

The Financial Secretary, or President, of the Union shall submit a list of names and amounts due, in writing, not later than the 15th day of the month prior to the month the deductions are to be made.

4.09 Union Leave Pool

A leave pool will be created for use by the Union for Union business. The BCC shall grant 120 hours per fiscal year to the pool. These hours will not be carried forward if time is not used. Bargaining Unit members may contribute Annual Leave time voluntarily, provided that all donated time is submitted to the Human Resources Department no later than the last pay period in September of each year. Human Resources shall maintain all records of pool time accrual and usage. The Union will be responsible for notifying Human Resources during the same pay period that the pool time is used. Pool time will be used in one-hour increments. Union activities include training, bargaining, meetings or processing grievances. The BCC will consider requests by Union officers to engage in Union business or activity and may approve requests at the discretion of the Department Director. Time off granted for such purposes shall be without pay unless it is covered by pool time. Such time off shall not be unreasonably withheld, however, such time away from work will be used only with the advance, written approval of the appropriate supervisor for each occasion. To ensure accurate timekeeping, the employee shall check out with his/her supervisor upon departure, and in with the same supervisor upon return to duty.

4.10 Notice to Union

The BCC will provide, within 7 days, a copy of any written, formal disciplinary action given to a bargaining unit employee

ARTICLE 5 GRIEVANCE PROCEDURE

5.01 Definitions

<u>ATU or Union</u> – Amalgamated Transit Union; Local 1771 <u>County</u> – Escambia County, Board of County Commissioners (BCC) <u>Day(s)</u> – applicable to this contract, shall mean calendar days <u>Grievance</u> – an alleged violation of an expressed term of this agreement. Instances which are not subject to the grievance process include, but are not limited to, Performance Standards, Performance Evaluations, Letters of Counseling, job classification, a change of duty without a negative effect on the terms of employment, or a temporary change in working conditions during a state of emergency. Filling of a grievance must identify the specific article and section that is alleged to have been violated.

5.02 Election of Process

- A. An employee shall indicate at Step 1 (or the initial written step if authorized by the provisions of this article) whether or not he/she shall be represented by the ATU. When the employee has elected the ATU as their representation, the ATU shall be notified of any grievance meetings. Further, any written communication concerning the grievance or its resolution shall be sent to the ATU. Any decision mutually agreed to by the BCC and the ATU shall be binding on the employee when election of a representative has been made. If requested by the employee as representation, the ATU shall be given reasonable opportunity to be present and observe at any meeting called for the resolution of such grievance. An employee processing an appeal will be bound by the procedures established by the BCC and the ATU.
- B. If the employee is not represented by the ATU, the counsel elected to represent that employee becomes the sole agent of the employee.
- 5.03 <u>Procedure</u>
- A. Employee grievances may be presented and handled promptly at the lowest level of management having the authority to adjust the grievance.
- B. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
- C. The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the BCC to take the action complained of; subject, however, to adjustment (i.e., back pay) based on the final disposition of the grievance.
- D. The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the ATU or the BCC in other cases.
- E. If a grievance meeting with management is held or requires reasonable travel time during the working hours of any required participant by the County, such participant shall be allowed participation excused without loss of pay for that purpose, utilizing Union Leave Pool to account for the time. Attendance at appeal meetings with management outside of the regular working hours shall not be deemed time worked.
- F. Grievances shall be presented and adjusted in the following manner, and no one individual may respond to the grievance at more than one written step:
 - (1) Oral Discussion
 - (a) An employee having a grievance may, within five (5) days following the occurrence of the event giving rise to the grievance, present the grievance orally to the lowest ranking representative who has the authority to adjust the grievance for informal discussion. The management representative shall make every effort to resolve the grievance promptly and will respond to the employee within five (5) days.
 - (b) If the grievance is not resolved by such informal discussion, the employee may, within ten (10) days after the date of that response, submit a formal grievance at Step 1 of this procedure.

- (c) If the employee elects not to utilize the oral discussion provision of this Section, he may file a formal grievance at Step 1, provided such written grievance is filed within ten (10) days following the occurrence of the event giving rise to the grievance.
- (d) If there is no response by the County within the five (5) day time limit, the failure to respond will constitute a denial and will allow the employee or his/her designee to go forward to Step 1.
- (2) <u>Step 1</u>
 - (a) In filing a grievance, the union representative shall submit to the Step 1 Management Representative a grievance form setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement at issue, and the relief requested.
 - (b) The Step 1 Management Representative or his/her designee shall meet and communicate a decision in writing to the employee and his/her union representative within fifteen (15) days following receipt of this grievance form.
 - (c) If there is no response by the County within the fifteen (15) day time limit, the failure to respond will constitute a denial and will allow the matter to go forward to the next step.
- (3) <u>Step 2</u>
 - (a) If the grievance is not resolved in Step 1, the union representative may submit it in writing to the County Administrator or his/her designated representative within ten (10) days after receipt of the decision at Step 1. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as an appeal filed at Step 1 above. The County Administrator or his/her designated representative may have a meeting with the employee, and their union representative, to discuss the grievance.
 - (b) The County Administrator or his/her designated representative shall communicate a decision in writing to the employee or his/her union representative within fifteen (15) days following receipt of the written grievance.
 - (c) If there is no response by the County to the employee or Union within the time limits, the failure to respond will constitute a denial of the grievance and will allow the issue to go to the next step.
- (4) <u>Step 3- Arbitration</u>
 - (a) If the grievance is not resolved, the union representative may, within ten (10) days after receipt of the decision at Step 2, appeal in writing to arbitration on a form to be supplied by the Federal Mediation and Conciliation Service (FMCS). If at the initial written step, the ATU refused to represent the employee because he/she was not a dues-paying member of the ATU, the employee may opt for arbitration. Employees covered under the provisions of this Agreement who are not represented by the ATU shall have the opportunity to process grievances to arbitration subject to the

limitations set forth in this Agreement provided, however, such employee proceeding without assistance of the ATU shall be required to post a bond in escrow with the BCC in an amount calculated to cover to cost of arbitration and in no event less than the amount \$2,500. The bond shall be placed in escrow within a period of thirty (30) days of the employee's request for arbitration and prior to the selection of an arbitrator.

- (b) The parties agree to utilize the Federal Mediation and Conciliation Service (FMCS) as arbitrators. FMCS will provide a list of seven (7) arbitrators for each grievance from which the parties will mutually select one (1). If mutual agreement is not reached the parties shall alternately strike from the list until one remains. The party to strike first shall be determined by the flip of a coin.
- (c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances, hearings will be held in Pensacola, however, selection of the site will take into account the availability of evidence, location of witnesses, and existence of appropriate facilities.
- (d) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the BCC, the ATU, the grievant(s) and the employees in the bargaining unit. The decision of the arbitration hearing shall become final and binding on the parties of this Agreement when delivered to them in writing, subject to the provisions of general law. In considering a grievance, the following provisions and limitations shall apply:
 - (1) The arbitrator shall issue his decision no later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
 - (2) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
 - (3) The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
 - (4) The arbitrator shall limit their decision strictly to the application and interpretation of the specific provisions of policy or law forming the basis for the grievance.
 - (5) The arbitrator shall be without power or authority to make any decisions that are:
 - (a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

- (b) Limiting or interfering any way with the powers, duties, and responsibilities of the BCC under the constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement.
- (6) The arbitrator has the authority in the award to make the grievant whole, which includes wages, benefits, seniority, and other conditions of employment. They do not have the authority to award punitive damages.
- (7) The loser shall pay all of the arbitrator's charges. In the case of a split decision, the parties will equally share the arbitrator's fee. In all arbitrations, the parties will be responsible for the fees and costs of their own representatives.
- (8) The ATU will not be responsible for costs of arbitration to which it was not a party nor a representative of the grievant.
- 5.04 <u>Time Limits</u>
 - A. Failure to initiate a grievance within the time limits in Section 5 above shall be deemed a waiver of the right to file a grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.
 - B. Failure at any step of this procedure on the part of the BCC to communicate the decision on a grievance within the specified time limits shall permit the ATU or employee to proceed to the next step.
 - C. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement in writing and signed by both parties.
 - D. Claims of either an untimely filing or an untimely appeal shall be made at the step in question.

5.05 Exceptions

An employee or the ATU may challenge an employment action by the County through the Agreement's grievance and arbitration process or any other process, including, but not limited to, the Merit System Protection Board (MSPB), provided by a government board or agency, but not both.

ARTICLE 6 DISCIPLINE

- 6.01 Purpose
 - A. Discipline is action taken against an employee when a rule of the County, <u>Department</u> or division is violated, when work performance is not satisfactory, or when other inappropriate behavior is exhibited. A discipline program should exhibit promptness, impartiality, consistency, and fairness, where employees know what to expect as the result of certain behaviors on the job.
 - B. The Board of County Commissioners generally follows a policy of progressive discipline. The purpose of a progressive disciplinary procedure is to give the employee adequate notice and opportunity to correct any deficiencies, and its focus is on prevention of future violations rather than on punishment. The disciplinary action taken is normally to be the least serious needed to prevent future instances of inappropriate behavior. If inappropriate behavior continues, the employee can expect further and more serious discipline. This policy does not restrict the imposition of a suspension or termination in matters that are considered gross violations or which could affect the safety or security of the workforce. A copy of any disciplinary action placed in a Bargaining Unit (BU) employee's official personnel file in Human Resources will be provided to the union within4 days following the imposition of discipline.
- 6.02 Types of Discipline
 - A. The types of disciplinary action, in order of their severity, are:
 - Letter of Counseling A Letter of Counseling is the least severe type of disciplinary action and may be used to admonish an employee for committing a minor violation when verbal counseling, correction and/or guidance has failed to provide the necessary corrective action. The "Notice of Letter of Counseling" provides documentation that the counseling occurred, outlining the shortcomings or violations and then offering recommendations for improvement. Documentation is maintained at the department level. The employee will be responsible for providing a copy of the Letter of Counseling to the union.
 - Written Reprimand A Written Reprimand is admonishment given to the employee in writing, and is always placed in the official personnel file in Human Resources. This form of discipline is more serious than a Letter of Counseling, but less serious than a suspension. A Written Reprimand often serves as the type of discipline given for a repeated offense of minor violations or for the first offense of a more serious infraction. The "Notice of Written

Reprimand" will be completed by the supervisor and forwarded to Human Resources for inclusion in the employee's official personnel file. If a Letter of Counseling has been issued previously, a copy may be attached as supporting documentation.

3. Suspension Without Pay – A suspension is the most severe form of discipline, short of termination, and usually involves time off without pay. It is used when a written reprimand has not corrected the inappropriate behavior or when an offense is more serious than that warranting a reprimand. A suspension may last from one (1) to thirty (30) days depending on the seriousness of the infraction. Any suspension shall utilize the "Notice of Disciplinary Action" form and will be processed through Human Resources for review and then approved by the County Administrator or designee.

4. Suspension With Pay -

- (a) If it is determined by the Department Director or Division Manager that an employee poses a threat, such as health and safety, to himself and/or other employees, or if it is suspected that wrong-doing of a serious nature has occurred, that employee may be suspended with pay pending investigation.
- (b) If circumstances warrant quick action, the Department Director or Division Manager may suspend an employee immediately if it is prudent to do so. The Human Resources Director must be notified as soon as possible.
- (c) The Human Resources Director may approve up to forty (40) hours of Suspension With Pay. Subsequent extensions of this time may be requested and will require approval of the County Administrator.
- 5. Termination Termination from employment is the most severe form of discipline. It is normally used when an employee has been disciplined repeatedly and commits yet another infraction. It may also be used when the employee has committed a very serious infraction, regardless of disciplinary history. For classified employees, it will be submitted for approval on the form, "Notice of Disciplinary Action."

6.03 In General

A. For purposes of progressive discipline, the BCC will not rely upon any disciplinary action in excess of two (2) years old, unless the violation is the type of conduct that is prohibited by state or federal law or is a traffic/vehicle violation or negligence.

- B. Any disciplinary action placed in an employee's official personnel file shall remain a part of the official file for the minimum five (5) year statutory requirement established by the Records Retention Schedule of the State of Florida.
- C. An employee for whom formal disciplinary action (suspension or termination) is being considered should, when possible, be allowed notice prior to imposition of such action by the use of the "Notice of Pending Disciplinary Action" form. The employee will have seven (7) days in which to respond in writing and explain why the action should not be taken. Failure to respond within that period will not delay administering of the disciplinary action. There may be occasions at which prior notification is not reasonable, particularly if the violation is severe enough to warrant immediate action. Use of this form is not required prior to administering informal discipline such as a Letter of Counseling or Written Reprimand.
- D. Suspension (for any reason), termination, and unsatisfactory performance appraisals are permanent actions and will be retained in the official personnel file indefinitely.
- E. Any disciplinary action recommending a suspension or termination will be coordinated with the Human Resources Director prior to imposing disciplinary action. Such actions will require notification of the County Administrator or designee prior to imposition.
- F. An effective discipline program is characterized by the uniform application of rules and regulations. Generally, like offenses should result in similar disciplinary actions.
- G. It is recognized that similar offenses may result in different disciplinary actions, depending on work history, circumstances, and the severity of the offense. For example, an employee who is charged with "absence without approved leave" for a two week absence may receive a suspension while an employee who is charged with "absence without approved leave" for a two week absence without approved leave" for a two week absence without approved leave" for a two week absence without approved leave" for a two seek absence without approved leave" for a two hour absence may only receive a written reprimand. Both employees are charged with the same offense, but receive different disciplinary actions.
- H. Other factors that may influence the severity of disciplinary action include, but are not limited to, the following: the length of the employee's service, the quality of the employee's service, the cost involved and the cooperation of the employee in the investigation of the specific incident. Ensuring that disciplinary actions are administered in a fair, consistent, and non-discriminatory manner is ultimately the responsibility of the County Administrator.
- I. An employee may not be punished more than once for the same offense by any other management official of the BCC. Previous offenses may, however, be taken into account when considering future discipline. Disciplinary actions by law enforcement or any other outside agency does not prohibit the BCC from also taking disciplinary action. For example, if an employee is issued a citation by law enforcement during the

investigation of an "at fault" accident, this does not prohibit the BCC from imposing disciplinary action as well.

- J. In determining the proper level of disciplinary action which would be suitable to a particular offense, refer to the "Recommended Guidelines for Disciplinary Actions" at Tab 6A. This table provides examples of misconduct but may not be all-inclusive. The County has the right to discipline an employee for offenses not specifically listed. If an act or violation is of a very serious nature, intermediate levels of discipline may be bypassed with more severe penalties imposed.
- K. In addition to a thorough narrative of the offense in question, the supervisor should cite any applicable "Violation Reference" code found on the table at Tab 6A. More than one violation may be cited in making record of the disciplinary action. The specific action or punishment taken is at the discretion of the supervisor administering the discipline.
- L. Possession of unauthorized firearms, explosives, or weapons on County property, including vehicles except as provided by law, shall result in a minimum suspension of five (5) days on the first offense. Items are "unauthorized" if they are in violation of state or federal law, or are on County property without the written permission of the Department Director or Division Manager. Any subsequent offense shall result in termination. If a weapon is used or presented in a manner so as to threaten or intimidate another person, termination shall result on a first offense.
- M. Infractions that are considered Ethics Violations may be further explained or defined by the BCC Ethics Policy. This is not intended to prohibit traditional gift giving at times such as birthdays, holidays, retirement, etc, so long as the dollar values are within the guidelines of the Ethics Policy. Monetary gifts are not considered appropriate.
- N. The County shall avoid any disciplinary action in public or the presence of co-workers.
- 6.04 <u>Procedures & Appeals</u>
 - A. If the actions necessary are not time-sensitive, the supervisor shall notify the employee ("Notice of Pending Disciplinary Action") that formal disciplinary action, i.e. suspension, demotion, or termination, is being considered. This notification shall provide facts and a description of the alleged infraction(s) and the consequences under consideration.
 - B. The Grievance Procedures in Article 5 of this contract shall be followed for all applicable bargaining unit members.
 - C. Only permanent employees who have completed their initial probationary period may appeal Suspensions, Demotions, and Termination actions.

Recommended Guidelines For Disciplinary Actions (Tab 6A)

LEGEND:

L = Letter of Counseling S = Suspension (1-30 days) W = Written Reprimand T = Termination

Violation Reference	Infraction	Category	<u>First</u> Offense	<u>Second</u> Offense	<u>Third</u> Offense	<u>Fourth</u> Offense
IN-1	Disregard for or willful failure to follow the instruction or direction of a supervisor	Insubordination	L	W	S	Т
IN-2	Abusive verbal conduct directed at a supervisor within the employee's chain-of-command.	Insubordination	W/S	S/T		
IN-3	Failure to work overtime, special hours, or special shifts or be on stand-by, as directed	Insubordination	L	W	S	Т
ND-1	Violation of any County, department or division rule or directive	Neglect of Duty	L	W	S	Т
ND-2	Inability to perform up to accepted work standards	Neglect of Duty	L	W	S	Т
ND-3	Habitual tardiness, absenteeism and/or abuse of leave privileges	Neglect of Duty	L	W	S	Т
ND-4	Willful neglect in performance of duties	Neglect of Duty	L	W	S	Т
ND-5	Job abandonment for 3 consecutive scheduled workdays, or 2 consecutive 24-hour shifts.	Neglect of Duty	Т			
ND-6	Leaving the assigned work area during regular working hours without permission or until relieved	Neglect of Duty	L	W	S	Т
ND-7	Absence without approved leave, including failure to call in or report an absence to a supervisor the day the absence begins.	Neglect of Duty	W	S	Т	
ND-8	Being identified as "at fault" in an accident or collision by an investigative board or law enforcement authority while the operator of a County vehicle or piece of equipment.	Neglect of Duty	W/S	S/T	т	
ND-9	Failure to maintain licenses, certifications and/or other professional credentials required for employment or failure to notify appropriate County officials of their loss, suspension, or revocation.	Neglect of Duty	S	т		
ND-10	Suspension or revocation of Driver License or Commercial Driver License (CDL) for negligence or misconduct if it is required for the performance of job duties.	Neglect of Duty	Т			
ND-11	Willful or negligent violation of a safety policy which results in property/equipment damage or personal injury.	Neglect of Duty	W	S	т	

Violation Reference	Infraction	Category	<u>First</u> Offense	Second Offense	<u>Third</u> Offense	<u>Fourth</u> Offense
ND-12	Violating a safety rule or practice or any conduct which could endanger a co-worker or member of the public.	Neglect of Duty	W	S	Т	
ND-13	Operating, or directing the operation, of a County vehicle or equipment without proper qualifications or supervision.	Neglect of Duty	W	S	Т	
ND-14	Failure to immediately report any on-the-job accident to a supervisor or member of the chain-of-command.	Neglect of Duty	W	S	Т	
ND-15	Failure to report to the Department a subpoena or request for information from a law firm, that relates to County business.	Neglect of Duty	L	W	S	Т
ND-16	Possession or sale of alcohol or illicit drugs on County property (including vehicles).	Neglect of Duty	S/T	Т		
ND-17	Working under the influence of alcohol or illicit drugs. (Subject to Florida Statute 112.0455)	Neglect of Duty	S/T	Т		
EV-1	Fraud, waste, and/or abuse of County property or time.	Ethics Violation	W	S	т	
EV-2	Falsification or misrepresentation of an official document or record.	Ethics Violation	W	S	Т	
EV-3	Falsification or misrepresentation of any portion of a job application.	Ethics Violation	Т			
EV-4	Violation of County policies relating to impartiality, use of public property, conflict of interest, disclosure or confidentiality.	Ethics Violation	W	S	Т	
EV-5	Conviction of a felony, a misdemeanor conviction involving moral turpitude, or any first-degree misdemeanor while in the performance of County duties.	Ethics Violation	S	Т		
EV-6	Unauthorized possession of firearms, explosives, or weapons on County property.	Ethics Violation	S/T	Т		
EV-7	Unauthorized vending or solicitation on County property or from a County vehicle.	Ethics Violation	L	W	S	Т
EV-8	Attempting to coerce or influence a member of the public, fellow employees, subordinates or supervisor with gifts, services, loans or other consideration OR receipt of a fee, gift, or valuable item when such is given or accepted in the expectation of receiving a favor or preferential treatment.	Ethics Violation	S	Т		
EV-9	Directing or permitting a subordinate to violate any rule, policy or regulation, whether explicit or condoned through inaction.	Ethics Violation	L	W	S	т

Violation Reference	Infraction	Category	<u>First</u> Offense	<u>Second</u> Offense	<u>Third</u> Offense	<u>Fourth</u> Offense
EV-10	Engaging in any employment, activity or enterprise which is illegal, incompatible, or in technical conflict with the employee's duties and responsibilities as a County employee.	Ethics Violation	S	Т		
EV-11	Intentional destruction, theft or unauthorized removal of County property or assets for personal use.	Ethics Violation	S	Т		
EV-12	Intentional destruction, theft or unauthorized removal, possession or use of another's property, tools or equipment without consent.	Ethics Violation	S	Т		
EV-13	Illegal or inappropriate concerted action by bargaining unit members, e.g. curtailment or restriction of production, interference with work, instigating, leading or participating in any walk- out, sit-down, slow-down, sick-out, demonstration or participation in a strike as defined by Florida Statute.	Ethics Violation	S/T	т		
EV-14	Violation of the County's discrimination and/or unlawful harassment policies.	Ethics Violation	W	S	Т	
EV-15	Gross misconduct to include, but not limited to, physical violence, threats of physical violence or engaging in offensive conduct or language toward the public, supervisory personnel, or fellow employees.	Ethics Violation	т			
EV-16	Membership in any organization that advocates the overthrow or the Government of the United States by force or violence.	Ethics Violation	Т			
EV-17	Gross misconduct which reflects very unfavorably upon the image and ethics of the County as an employer, whether on or off duty.	Ethics Violation	W	S	Т	

ARTICLE 7 SENIORITY

Definition: For the purpose of this contract, "seniority" shall, unless otherwise stated, be defined as the length of continuous service from the date of hire in BCC Employment.

ARTICLE 8 LEAVES

- 8.01 Members of the ATU Bargaining Unit shall receive no less leave benefits than those that are available to non-bargaining unit classified employees. If, during the life of this contract, these benefits should be changed for BCC classified employees, the same shall apply to the bargaining unit members as well. This shall apply to leave benefits as follows:
 - -- Annual Leave
 - -- Sick Leave
 - -- Sick Leave Pool
 - -- Bereavement Leave
 - -- Compensatory Leave
 - -- Unpaid Absence
 - -- Leave of Absence
 - -- Military Leave
 - -- Family Medical Leave
 - -- Jury or Court Leave
 - -- Holidays
- 8.02 Leave shall be utilized in quarter-hour increments.
- 8.03 Paid Time Off (PTO) does not apply to this bargaining unit.

ARTICLE 9 PERSONNEL RECORDS

9.01 <u>Personnel File</u>

- A. There shall be only one official personnel file for each employee in which commendatory or derogatory information is recorded. This record shall be maintained in the Escambia County Human Resources Office.
- B. An employee will have the right to review his/her own official personnel file at reasonable times, as designated by the BCC, under the supervision of the designated records custodian.

C. Where the BCC or their designee, the Florida Public Employees Relations Commission, the Courts, an Arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document will be prominently stamped "INVALID" and that document not considered for any future disciplinary actions.

ARTICLE 10 HOURS OF WORK AND OVERTIME

10.01 Overtime in General

Except where expressly stated in this policy, overtime compensation in the form of overtime pay or compensatory leave in lieu of overtime pay will only be paid after the employee has actually worked a minimum of forty (40) hours in the work week. Calculation and payment of overtime shall be made in accordance with federal Fair Labor Standards Act. However, paid holidays and union time shall be considered as time worked for determining overtime eligibility.

10.02 Authorized Overtime

The Department Director or Division Manager shall authorize overtime when it is determined to be necessary to meet essential operating needs. In order to receive compensation for overtime work performed, authorization from the Department Director or Division Manager is required.

10.03 <u>Types of Overtime</u>

From time to time it may be necessary for employees to perform overtime in order to complete a task. For purposes of this policy, there are two types of overtime work:

- A. Scheduled Overtime that is announced in advance, and in most cases involves the entire department/division. This type of overtime becomes a mandatory part of the required workweek. The Department Director or Division Manager will have discretion to excuse employees from performing scheduled overtime on a case-by-case basis.
- B. Intermittent Overtime that is required to complete work that is normally completed during regular hours, and generally becomes necessary in response to extenuating or emergency circumstances. Working this overtime is mandatory unless it is clearly made voluntary by the appropriate supervisor.
- C. Designated Holidays Overtime (time and a half) shall commence only after 40 hours actually worked has been exceeded for the week.

10.04 On Call

The County agrees to abide by the Fair Labor Standards Act.

ARTICLE 11 MANAGEMENT RIGHTS

It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. Communications by the union with any department or division of the BCC shall be coordinated in advance through Human Resources.

ARTICLE 12 SALARIES

The parties agree to increase salaries for all employees covered by this agreement by three percent (3%) effective October 1, 2015, consistent with procedures and processes of the BCC.

ARTICLE 13 REDUCTION IN FORCE

When it becomes necessary to reduce the work force, employees will be laid off according to seniority within the job classification, within the division, with the least senior employee being laid off first. When called back, inverse order will be used if the call back occurs within one (1) year from the date of the reduction in force. Notice of recall will be by certified mail and the employee will have fourteen (14) days to respond from date of receipt. The employee is responsible for keeping the County informed of his/her current address.

ARTICLE 14 RETIREMENT BENEFITS

The County agrees to continue the Florida Retirement System Plan as defined by state law and the same Escambia County Retirement Incentive Plan as provided to all other County employees.

ARTICLE 15 MISCELLANEOUS BENEFITS

15.01 Employee Assistance Program

The County shall provide an Employee Assistance Program (EAP) as offered to all other County employees.

15.02 Temporary Light Duty

The County agrees to maintain the Temporary Light Duty program for on-the-job injuries as outlined by current BCC policy.

15.03 On-The-Job Injuries

If an employee is injured on the job and requires medical attention, the employee will be placed on Administrative Leave for the remainder of the regular work shift.

15.04 Tool Allowance

The County agrees that all employees qualified to receive a tool allowance shall receive eighty-five dollars (\$85.00) per month. On October 1, 2016, the tool allowance will increase to ninety-five dollars (\$95.00).

15.05 Blood Donations

Employees wishing to donate blood may request a maximum of two hours Administrative Leave for that purpose if donations cannot be made outside of working hours, and it is approved in advance by the supervisor. Employees must schedule their time off within two hours of the end of their work shift. Blood donations are planned events and, therefore, must be requested and approved in advance.

15.06 Tuition Reimbursement Program

Tuition reimbursement will be extended to members of the Bargaining Unit and shall be administered in accordance with current BCC policy. Any changes to this policy will automatically apply to Bargaining Unit members as well.

15.07 Wearing of Shorts

At the Division Manager's discretion, employees will be permitted to wear shorts.

15.08 Differential Pay

All bargaining unit employees required to begin their shift at or after 2:00 p.m. shall receive one dollar (\$1.00) per hour as shift differential pay for this contract period.

15.09 Longevity Pay

Longevity Pay increases that were provided prior to September 30, 2009 shall remain in effect.

15.10 Prescription Safety Glasses

The County will provide prescription safety glasses in those circumstances where Escambia County is required to provide prescription safety glasses by state or federal law.

ARTICLE 16 INSURANCE

The BCC shall provide group Health, Accidental Death and Dismemberment (AD&D), Long Term Disability (LTD) and Life Insurance to Bargaining Unit members at the same level and cost of benefits provided to other regular BCC employees. If regular BCC employees are offered the option to utilize annual/sick leave to offset increasing health insurance costs, the same will be offered to Bargaining Unit members.

ARTICLE 17 PAYDAYS

17.01 Dates of Pay

All County employees shall be paid every two weeks, as agreed upon by the BCC and as directed by the Office of Finance, Clerk of Court.

17.02 Direct Deposit

Employees wishing to have their paychecks sent directly to their bank or credit union shall contact the payroll office.

17.03 Flex Time

Classified employees working full-time shall be permitted to work a varied workday or stagger work hours subject to the approval of the Division Manager and adherence to the BCC policy.

ARTICLE 18 HOLIDAYS

- 18.01 Bargaining Unit employees will be granted the same holidays as given to all other County employees.
- 18.02 Employees who work on a holiday are paid a total of two (2) times the regular rate of pay for that time.

ARTICLE 19 PROBATIONARY PERIOD

19.01 Definition

The probationary period as herein established is to provide a trial period during which the County has the opportunity to judge the new employee's ability, competency, fitness and other qualifications to perform the work for which he/she is employed. Employees hired following the effective date of the ratification of this contract will have a probationary period for one hundred and eighty (180) calendar days from the first date of active employment. When an employee on probation misses five (5) or more consecutive work days, this time may be added to the employee's probationary period.

19.02 Employee Rights

All rights, benefits, privileges, including the application of grievances and arbitration procedures shall be applicable to probationary employees except for matters involving discipline, performance evaluation, or the decision to dismiss the probationary employee.

19.03 New Employees

The name, position, and employment date of any new employee whose position falls within the scope of this Agreement shall be forwarded to the Union on a monthly basis.

ARTICLE 20 OUT OF CLASSIFICATION PAY

All bargaining unit employees assigned to perform the duties of vacant higher classification for more than fourteen (14) consecutive days will be paid in the higher classification for all work performed. Employees assigned to perform the duties of a vacant higher classification will not be temporarily reassigned to the original classification to be subsequently assigned back to perform the duties of the vacant higher classification for the exclusive purpose of avoiding the fourteen (14) consecutive day requirement of this Article. A vacant higher classification is one where the County position is unfilled because the holder of the position is on approved extended leave or pending the filling of an open position.

ARTICLE 21 DURATION OF AGREEMENT

This Agreement shall be effective from August 1, 2015 through September 30, 2017 with all terms and provisions in force from the date the Agreement is ratified by both parties. For contract year 20160-2017 the parties will reopen Article 12 and two (2) other articles selected by each party. Negotiations for the reopened articles shall commence prior to July 1st of the preceding year.

ARTICLE 22 SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors and assignment of the parties.

ARTICLE 23 TOTALITY OF AGREEMENT

23.01 Flex Time

(a) The Board and the ATU acknowledge that during the negotiations that resulted in this Agreement, the parties had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining.

(b) The Board and the ATU further acknowledge that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it will constitute the entire and sole Agreement between the parties for its duration.

23.02 No Further Obligation to Bargain

The Board and the ATU, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other will not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, except as provided in Article 3.05, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

23.03 Modifications

Nothing herein will, however, preclude the Board and the ATU from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify in writing any of the provisions of this Agreement.

APPENDIX A BARGAINING UNIT POSITIONS AND PAY ASSIGNMENT

Class Code	Position	Pay Grade
C221	Custodial Worker	A11
C601	Equipment Operator I	A12
C602	Equip Operator II	B21
C603	Equip Operator III	B22
C604	Equip Operator IV	B23
C633	Fleet Maintenance Specialist	B23
C632	Fleet Maintenance Technician	B22
C631	Fleet Maintenance Worker	B21
C621	Fuel Distribution Assistant	A12
C351	Landfill Service Worker	A13
C634	Lead Fleet Maintenance Technician	B23
C636	Lead Power Equipment Technician	B23
C214	Lead Maintenance Technician	B23
C213	Maintenance Technician	B22
C211	Maintenance Worker	B21
C321	Mosquito Control Technician	A13
C635	Power Equipment Technician	B21
C606	Road Construction Specialist	B22
C143	Storekeeper/Warehouse Technician	A13

Former Classification			New Classification				
Roads							
Maintenance Worker	C211	A12	\$10.71	Equipment Operator I C601 A12 \$10.7		\$10.71	
Fleet Maintenance Worker	C631	A12	\$10.71	Fleet Maintenance Worker			
Facilities							
Maintenance Worker	C211	A12	\$10.71	Maintenance Worker	C211	B21	\$12.49
Maintenance Technician	C213	A13	\$11.25	Maintenance Technician	C213	B22	\$14.54
					C215	B23	\$16.63
Parks							
Maintenance Worker	C211	A12	\$10.71	Maintenance Worker	C211	B21	\$12.49
Maintenance Technician	C213	A13	\$11.25	Maintenance Technician	C213	B22	\$14.54
				Lead Maintenance Technician	C214	B23	\$16.63

APPENDIX B DUES CHECK-OFF AUTHORIZATION

l, ____

Print Full Name

______--___--_____ Social Security Number

____ an employee of the

Escambia County Board of County Commissioners authorize you, as my

Employer, to deduct from my regular salary, membership dues as established by the Amalgamated Transit Union Local 1771.

Please begin my deduction with the first pay period following the date this authorization form is received by the Employer, and continue said deduction until: (1) revoked by me at any time upon thirty (30) days written notice to the Employer, or (2) termination of my employment. Deductions made pursuant to this authorization shall be transmitted to the AMALGAMATED TRANSIT UNION LOCAL 1771.

MY SIGNATURE HEREON IS AUTHORIZATION TO RELEASE MY SOCIAL SECURITY NUMBER WHEN REPORTING DUES DEDUCTIONS.

Date

Signature

Distribution of Copies:

ORIGINAL – Payroll Copy – Human Resources, Labor Coordinator

APPENDIX C TERMINATION OF UNION DUES

MEMORANDUM

TO: Human Resources

FROM: Employee Name (Print Clearly)

Department/Division

DATE: _____

RE: Termination of Union Dues

In accordance with the Collective Bargaining Agreement between Escambia County Board of County Commissioner and the Amalgamated Transit Union (ATU), this written notice is provided to revoke my prior check-off authorization for deduction of ATU dues. I understand the termination of Union dues will become effective not later than thirty (30) days from receipt of this notice.

Your assistance is greatly appreciated.

Sincerely,

(Employee Signature)

cc: ATU Local 1771 Payroll

AMALGAMATED TRANSIT UNION LOCAL 1771

This is to certify that the members of the above collective bargaining unit ratified this agreement on the _____th day of ______ 2015.

AMALGAMATED TRANSIT UNION LOCAL 1771

Charles Bobby Nigh President/Business Agent

Union Witness

Union Witness

This is to certify that the Board of County Commissioners of Escambia County, Florida ratified this agreement on the _____th day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

Deputy Clerk

Adopted: _____, 2015

Michael Mattimore Allen, Norton, & Blue, P.A.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9009	County Administrator's Report 13. 21.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/24/2015
Issue:	Reappointment to the Contractor Competency Board
From:	Donald R. Mayo, Building Official/Department Director
Organization:	Building Services
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Reappointment to the Contractor Competency Board - Donald R. Mayo, Building Official, Building Services Department Director

That the Board take the following action concerning a reappointment to the Escambia County Contractor Competency Board:

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

B. Reappoint David Lee Schwartz (Swimming Pool Contractor) for a three-year term, effective October 1, 2015, through September 30, 2018.

No response was received after notice was published August 28, 2015, by General Alert on <u>www.myescambia.com</u>, informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering for appointment to the Contractor Competency Board. David Lee Schwartz, Swimming Pool Contractor, did provide the Building Inspections Division with his Resume seeking reappointment.

BACKGROUND:

The Contractor Competency Board was established to accept contractor applications and oversee examinations for licensure as a contractor; issue certificates of competency for registered contractors, and record certificates of competency and issue renewals to those who qualify. The board also investigates violations of Chapter 18, Escambia County Code of Ordinances and/or Chapter 489, Florida Statutes, and upon due cause shown, takes appropriate disciplinary action as allowed by Ordinance and/or Statute. Members serve three-year terms and those whose terms have expired, may be reappointed to additional terms in accordance with Section 18-56, Escambia County Code of Ordinances and Board of County Commissioner Policy, Section I, Part B.1(D), Appointment Policy and Procedures. No response was received after notice was published August 28, 2015, by General Alert on <u>www.myescambia.com</u>, informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering for appointment to the Contractor Competency Board. David Lee Schwartz, Swimming Pool Contractor, did provide the Building Inspections Division with his Resume seeking reappointment.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments / reappointments to Boards and Committees established by the Board of County Commissioners. This recommendation is in keeping with the goal of the Board of County Commissioners to protect the health, safety and welfare of persons and property by requiring certification of individuals engaged in, or wishing to engage in the business of contracting in Escambia County.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resume' of David Lee Schwartz_2015 General PIO Alert_Appointees Sought for Contractor Competency Board_August 28, 2015

Synopsis of Contractor Competency Board

SCHWARTZ & SCHWARTZ

PROPERTIES . HOLDINGS

DAVID LEE SCHWARTZ 850.572.3551 RECEIVED

BUILDING INSPECTIONS DEPT

August 31, 2015

Objectives:

I would like to continue to serve on the Escambia County Contractor Competency Board.

Qualifications:

I have been in the swimming pool business for 47 years and hold a current, inactive Escambia County certificate of competency and state registration swimming pool contractor's license. I have served on the competency board for the past 21 years.

Education:

I have a high school diploma from Pensacola High School and attended Pensacola Junior College.

Employment:

Prior to retiring in May 2010, I was in management at Jerry Lee Chemical for over 40 years seeing day-to-day activities internally and customer relations.

12:29:47 PM 9/1/2015

Licensee Details

Licensee Information

Name: Main Address:

County:

SCHWARTZ, DAVID LEE (Primary Name) 411 BECKS LAKE RD CANTONMENT Florida 32533-8206

ESCAMBIA

View Types of Work Licensee Can Perform

License Mailing:

LicenseLocation:

License Information

License Number:

Licensure Date:

License Type:

Rank:

Status:

Expires:

Registered Pool/Spa Contractor Reg Pool RP0040219 Current,Inactive 07/21/1981 08/31/2017

Qualification Effective

RECEIVED SEP 0 12015

Special Qualifications

Commercial Pool/Spa Contractor

Types of Work Licensee Can Perform

Commercial Pool/Spa Contractor

This contractor can build or repair any swimming pool or spa, both public and private. This contractor's scope of work includes the installation and repair of equipment, work on interior finishes, the installation of package pool heaters, the installation of perimeter and filter piping, and the construction of equipment rooms or housing for pool/spa equipment. This contractor cannot make direct connections to water or sewer lines.

Water treatment and cleaning that does not require the installation, construction, replacement, or modification of equipment does not require a license. Filters may be changed without a license.

Alternate Names

View Related License Information

1940 North Monroe Street, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our <u>Chapter 455</u> page to determine if you are affected by this change.

From: Sent: To: Subject: PIO Friday, August 28, 2015 1:22 PM Judy H. Witterstaeter Escambia County [General Alerts] Appointees Sought for Contractor Competency, Electrical Examiner Boards

View E-Mail In Browser



Appointees Sought for Contractor Competency, Electrical Examiner Boards

Friday, August 28, 2015 - 12:15pm

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering for appointments to the Escambia County Contractor Competency Board and the Escambia County Board of Electrical Examiners.

ESCAMBIA COUNTY CONTRACTOR COMPETENCY BOARD

Established under Ordinance 77-21, replaced by Ordinance 2003-27. The duties of the Board are to accept applications, administer examinations and issue Certificates of Competency as a certified contractor to those who qualify; record Certificates and issue renewals; make an annual report; investigate and take appropriate action on complaints. Members serve a three-year term of office and meet the first Wednesday of every month for approximately two hours, unless a special meeting is requested by the Board. Members receive \$50 per meeting as compensation for their services.

Applicants wishing to be considered for a possible opening in October 2015 for the Escambia County Contractor Competency Board must be a **Swimming Pool Contractor**.

ESCAMBIA COUNTY BOARD OF ELECTRICAL EXAMINERS

Established under Ordinance 89-35. The duties of the Board are to attend meetings to review applications, administer written examination of applicants, issue Certificates of Competency as electricians, and maintain official records of all transactions. The Board is to consider any charges against certificate holders for willful violations or incompetence. Members serve a three-year term of office and meet the third Thursday of each month for approximately two hours.

Applicants wishing to be considered for a possible opening in October 2015 for the Escambia County Board of Electrical Examiners must be an **Active Consulting Electrical Engineer**.

Escambia County residents interested in serving on the Escambia County Contractor Board or the Escambia County Board of Electrical Examiners are asked to submit a resume and letter

indicating their desire to serve by the close of business on Friday, September 11, 2015. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, Florida 32502.

Source URL (retrieved on 08/28/2015 - 1:21pm): <u>http://myescambia.com/home/news/appointees-sought-contractor-competency-electrical-examiner-boards</u>

Unsubscribe from this newsletter

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



CONTRACTOR COMPETENCY BOARD

This Board was originally created by the Board of County Commissioners through adoption of Escambia County Ordinance No. 77-21. Subsequent Escambia County Ordinances were repealed and replaced to allow continued performance of duties by the Board, the latest being Ordinance 2003-37 as adopted by the Board on August 7, 2003. The duties of the Board shall be to accept applications for and oversee examinations for licensure as a contractor; determine through review of supporting data, the qualifications of applicants for licensure and issue a certificate of competency as a contractor to those whom the board deems qualified in the appropriate trades; record certificates of competency and issue renewals annually to those who qualify in appropriate trades; make an annual report and provide any other information as required by F.S. Chapter 489 and subsequent amendments thereto; cause to be investigated any complaint which is filed before it if the complaint is in writing, signed by the complainant, and establishes probable cause to believe a violation of the article has occurred; and investigate violations of this article, or of F.S. ch. 489 and those construction codes adopted by the County, upon due cause shown to the contractor competency board and to take appropriate action pursuant to this article.

Through Ordinance 2003-37, members of the Board of Plumbing Examiners and the Board of Gas Examiners were incorporated into the membership of the Competency Board. Thus, the Board shall now consist of 15 members—eleven specialized and four lay consumers. One member from each of the following seven contractor fields: general; building or residential; sheet metal or specialty structure; roofing; air-conditioning; mechanical; swimming pool/spa. In addition, a master plumber; irrigation sprinkler contractor; master gas contractor; and either an architect, engineer or business person. Four lay consumers will also serve.

Term of office shall be three years. Terms of members shall be staggered so that terms of some members shall expire each year. Members whose terms have expired may be reappointed to additional terms at the discretion of the Board of County Commissioners. Vacancies shall be filled by appointment by the Board of County Commissioners for any unexpired term. Members whose terms have expired shall serve until a reappointment is made. Any member may be removed from office for any reason by majority vote of the BCC. Members shall receive \$50 per meeting as compensation for their services. Meetings are held the first Wednesday of every month unless a special meeting is requested by the Board.

CONTRACTOR COMPETENCY BOARD

Members:

Term of Office:

David Lee Schwartz Leroy White	(Swimming Pool Contractor) (State Registered Building Contractor)	12/19/95 - 09/30/15 01/24/95 - 04/30/16
Verris "Mac" Magee	(Mechanical Contr. & Master Gas Contr.)	10/26/93 - 04/30/16
Sam A. Menezes	(Master Plumbing Contractor)	02/01/98 - 04/30/16
Michael E. Batchelor	(State Certified Roofing Contractor)	01/07/97 - 04/30/16
John H. Matthews	(Lay Person)	06/07/07 - 06/30/17
Erwin D. Waters	(State Certified General Contractor)	07/01/14 - 06/30/17
Dwayne Eric Pickett	(Lay Person)	07/01/14 - 06/30/17
Brian P. Bell, Sr.	(Lay Person)	07/01/14 - 06/30/17

Staff: Donald Mayo, Building Official/Building Services Department Director Glenda Sue Garrett, Secretary to the Board

08/28/2015 – Per Sue Garrett, Secretary to the Escambia County Contractor Competency Board and the Escambia County Board of Electrical Examiners, only nine member spots are currently filled on the Contractor Competency Board. It has been this way for many years. The Ordinance is scheduled for revision in September.

Financial Disclosure Requirement Removed Effective January 2001



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9012	County Administrator's Report 13. 22.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/24/2015
Issue:	Recommendation for Appointment to the Board of Electrical Examiners
From:	Donald R. Mayo, Building Official/Department Director
Organization:	Building Services
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning a Vacancy on the Board of Electrical Examiners - Donald R. Mayo, Building Official, Building Services Department Director

That the Board take the following action concerning the vacancy on the Board of Electrical Examiners:

A. Appoint Scott A. Adams, Professional Electrical Engineer, for a three-year term, effective October 1, 2015, through September 30, 2018; and

B. Authorize sending a letter of appreciation to Joseph W. Moore, Jr. expressing the Board's appreciation for his many years of service on the Escambia County Board of Electrical Examiners.

No response was received after notice was published August 28, 2015, by General Alert on <u>www.myescambia.com</u> informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering for appointment to the Board of Electrical Examiners. Scott A. Adams, Professional Engineer, notified the Building Inspections Division that he is interested in serving and provided Staff with his Resume. After review, staff confirmed he met the requirements of the Ordinance for the member vacancy, (i.e, Licensed Certified Professional Engineer/Active).

BACKGROUND:

The Board of Electrical Examiners was established to review contractor applications for licensure and for the discipline of contractors in the electrical trade. and for the discipline of contractors in the electrical trade. Pursuant to Sec. 18-131, of the Escambia County Code of Ordinances, members serve three-year terms and the Board of County Commissioners may appoint an individual who meets the requirements to serve out the unexpired term of a member vacancy. In this instance, Joseph W. Moore, Jr.'s term expires September 30, 2015, has retired and no longer meets the requirements to serve, therefore this recommendation is in conformance with the

Ordinance.

No response was received after notice was published August 28, 2015, by General Alert on <u>www.myescambia.com</u> informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering for appointment to the Board of Electrical Examiners. Scott A. Adams, Professional Engineer, notified the Building Inspections Division that he is interested in serving and provided Staff with his resume. After review, staff confirmed he met the requirements of the Ordinance for the member vacancy, (i.e, Licensed Certified Professional Engineer/Active).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in keeping with the goal of the Board of County Commissioners to protect the health, safety, and welfare of persons and property by requiring certification of individuals who engage in, or wish to engage in,, the business of electrical contracting in Escambia County.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resume_Scott A. Adams, Professional Engineer_Board of Electrical Examiners DBPR Certification_Scott A. Adams_Board of Electrical Examiners PIO General Alert for BOEE Vacancy BOEE Synopsis

Scott A. Adams, PE, LEED AP



Similar Project Experience Pensacola State College Ross Health & Sports Complex – Pensacola, FL

Pensacola State College New Locker Rooms & Dugouts – Pensacola, FL

A.K. Suter New Elementary School – Pensacola, FL

Anytime Fitness - Pace, FL

Combat Readiness Training Facility (CRTF) – Duke Field, Eglin AFB

Pensacola High School Athletic Additions & Upgrades – Pensacola, FL

Tate High School Locker Rooms – Pensacola, FL

West Florida High School Locker Rooms – Pensacola, FL

Emmanuel Baptist Church Multi-Purpose Facility – Pensacola, FL

Greater Little Rock Baptist Church Multi-Purpose Facility – Pensacola, FL

Greater Union Baptist Church Multi-Purpose Facility – Pensacola, FL

Gulfway Church of the Assemblies of God Multi-Purpose Facility – Gulf Shores, FL

Gulf Breeze High School – Baseball & Softball Field Houses – Gulf Breeze, FL

Principal Electrical Engineer

Education: Registrations:

B.S. Electrical Engineering / University of Florida / 1997
Electrical Engineering, FL PE #57949
Electrical Engineering, AL PE #25531
Electrical Engineering, GA PE #29197
Electrical Engineering, LA PE #34131
Electrical Engineering, MS PE #15841

Affiliations

United States Green Building Council Northern Gulf Coast Chapter Board, Pensacola Area Chamber of Commerce; Leadership Pensacola (LeaP) Class of 2014; Rotary Club of Pensacola; International Association of Electrical Inspectors, National Fire Protection Association; Institute of Electrical and Electronics Engineers.

Background & Experience

Scott Adams is principal electrical engineer of Adams Consulting Engineering, Inc. with over 17 years of experience in a wide variety of projects, working with various public and private facility owners including recreational, educational, commercial, institutional, and governmental clients. As the Engineer of Record Mr. Adams is truly involved in all phases of the design and construction process including initial planning and schematic design, investigation of existing conditions, code research, completion of construction documents, cost estimating, bidding process, submittal and shop drawing review, and inspections. He believes that while quality engineering is essential, it is his commitment to maintain the highest level of customer service that results in long term relationships with clients. Mr. Adams is proficient with ACAD, BIM (such as Revit), AGI Lighting Analysts, SKM Power Tools, USGBC LEED design and certification, Energy Codes, and cost estimating.

Pensacola State College Ross Health & Sports Complex Renovation – Pensacola, FL

This project consisted of renovations to the existing building located on the Pensacola State College campus. We provided new interior lighting for all areas including the locker rooms, basketball court, office areas, restrooms, and showers. The existing interior was completely demolished to accept new locker rooms, meeting rooms, clinic, and offices. The building was brought up to current code.

Pensacola State College Softball Field New Locker Rooms & Dugouts – Pensacola, FL

A new building that includes locker rooms, showers, laundry room, dugouts, offices, and a meeting room. The building serves the new women's softball field.

A.K. Suter New Elementary School – Pensacola, FL

Provided complete electrical design for a new 100,000 sq. ft. elementary school including a physical education building.

Anytime Fitness – Pensacola, FL

Renovated an existing facility to accommodate a new fitness center including design of all interior and exterior lighting, power to fitness equipment, and telecommunications to all fitness equipment.





State of Florida Board of Professional Engineers 2639 North Monroe Street, Suite B-112 Tallahassee, FL 32303-5268

Adams Consulting Engineering, Inc, POST OFFICE BOX 13062 PENSACOLA, FL 32591

Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

Name changes require legal documentation showing name change. An original, a certified copy, or a duplicate of an original or certified copy of a document which shows the legal name change will be accepted unless there is a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

At least 90 days prior to the expiration date shown on this license, a notice of renewal will be sent to your last known address. If you have not yet received your notice 60 days prior to the expiration date, please call (850) 521-0500, or write, Florida Board of Professional Engineers, 2639 North Monroe Street, Suite B-112, Tallahassee, FL 32303-5268 or e-mail: board@fbpe.org. Our website address is http://www.fbpe.org.



Judy H. Witterstaeter

From: Sent: To: Subject: PIO Friday, August 28, 2015 1:22 PM Judy H. Witterstaeter Escambia County [General Alerts] Appointees Sought for Contractor Competency, Electrical Examiner Boards

View E-Mail In Browser



Appointees Sought for Contractor Competency, Electrical Examiner Boards

Friday, August 28, 2015 - 12:15pm

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering for appointments to the Escambia County Contractor Competency Board and the Escambia County Board of Electrical Examiners.

ESCAMBIA COUNTY CONTRACTOR COMPETENCY BOARD

Established under Ordinance 77-21, replaced by Ordinance 2003-27. The duties of the Board are to accept applications, administer examinations and issue Certificates of Competency as a certified contractor to those who qualify; record Certificates and issue renewals; make an annual report; investigate and take appropriate action on complaints. Members serve a three-year term of office and meet the first Wednesday of every month for approximately two hours, unless a special meeting is requested by the Board. Members receive \$50 per meeting as compensation for their services.

Applicants wishing to be considered for a possible opening in October 2015 for the Escambia County Contractor Competency Board must be a Swimming Pool Contractor.

ESCAMBIA COUNTY BOARD OF ELECTRICAL EXAMINERS

Established under Ordinance 89-35. The duties of the Board are to attend meetings to review applications, administer written examination of applicants, issue Certificates of Competency as electricians, and maintain official records of all transactions. The Board is to consider any charges against certificate holders for willful violations or incompetence. Members serve a three-year term of office and meet the third Thursday of each month for approximately two hours.

Applicants wishing to be considered for a possible opening in October 2015 for the Escambia County Board of Electrical Examiners must be an Active Consulting Electrical Engineer.

Escambia County residents interested in serving on the Escambia County Contractor Board or the Escambia County Board of Electrical Examiners are asked to submit a resume and letter

indicating their desire to serve by the close of business on Friday, September 11, 2015. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, Florida 32502.

Source URL (retrieved on 08/28/2015 - 1:21pm): http://myescambia.com/home/news/appointees-sought-contractor-competencyelectrical-examiner-boards

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Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



BOARD OF ELECTRICAL EXAMINERS

This Board was established by the Board of County Commissioners through adoption of Escambia County Ordinance No. 89-35. Accordingly, it shall be the duty of the Board to hold and attend meetings to review Applications for examination, administer exams, and issue Certificates of Competency as a registered contractor to those who qualify, record and issue renewals, investigate violations of County and State Ordinances, and maintain an official record of all transactions. The five members shall be appointed by the Board of County Commissioners and shall consist of: one active consulting electrical engineer, three electrical contractors, and one lay person. Each member shall serve a term of three years or until his successor is appointed. Meetings are held the third Thursday of each month.

Members

Term of Office

David R. Hawkins	(Lay Person)	01/07/97 – 06/30/17
Vacant	(Active Electrical Engineer)	
John D. Scapin, II	(State Certified Electrical Contractor)	04/26/94 - 09/30/16
James E. Simmons	(State Registered Electrical Contractor)	05/01/09 - 09/30/16
Thomas J. McElhany	(State Certified Electrical Contractor)	01/01/01 – 06/30/17

Staff: Donald Mayo, Building Official/Building Services Department Director

Financial Disclosure Requirement Removed Effective January 2001



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9021	County Administrator's Report 13. 23.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/24/2015
Issue:	Appointment to the Merit System Protection Board
From:	Thomas Turner, Department Director
Organization:	Human Resources
CAO Approval:	jrb

RECOMMENDATION:

Recommendation Concerning an Appointment to the Merit System Protection Board - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve the appointment of Reverend Gene Hudson to the Board of County Commissioners' seat on the Merit System Protection Board, to serve a two-year term, effective October 1, 2015, through September 30, 2017, to replace Ms. Sharon McHarris, whose term will expire on September 30, 2015. Ms. McHarris does not wish to be reappointed.

Escambia County's Public Information Office posted a General Alert on the County's website from August 14, 2015, to August 31, 2015, to announce that the Board of County Commissioners was seeking Escambia County residents interested in volunteering for appointments to the MSPB. Reverend Hudson's Resume is the only Resume that was received for consideration.

BACKGROUND:

Due to the establishment of the Merit System Protection Board (MSPB) defined in Ordinance 2005-38, the Board of County Commissioners has the responsibility to select one member of this five-member Board. Ms. McHarris was appointed on August 21, 2014, to complete the term of Mr. William (Bill) Gahlenbeck, who had resigned. The term of Ms. McHarris will expire on September 30, 2015; she has indicated that she does not wish to be reappointed.

Escambia County's Public Information Office posted a General Alert on the County's website from August 14, 2015, to August 31, 2015, to announce that the Board of County Commissioners was seeking Escambia County residents interested in volunteering for appointments to the MSPB.

Reverend Hudson is the only resident who responded to the General Alert; the letter and Resume he provided to be considered for the appointment to the MSPB are provided for

review.

BUDGETARY IMPACT:

None

LEGAL CONSIDERATIONS/SIGN-OFF:

None

PERSONNEL:

None

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the Board of County Commissiners Policy Manual, Board approval is required for all appointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

NA

Attachments

Rev. Gene Hudson's Letter and Resume General Alert - MSPB and HSAC



	ne Hudson r Pastor	
Joshua Hudson Music	Heather Murphy Office Administrator	

To Whom It May Concern:

My name is Gene Hudson and I would like to be considered for the Merit System Protection Board. Per the instructions, I have enclosed my resume. I appreciate your consideration for this position. Serving my community in such a capacity would be an honor.

Sincerely,

the free that

Rev. Gene Hudson Pastor

AUG 3 1 2015



FRANKLIN E. HUDSON (GENE)

1960 TILLMAN LANE, PENSACOLA, FL 32526 BEST CONTACT NUMBER: 850-982-8242 HOME NUMBER: 850-944-7300 GENEHUDSON@BELLSOUTH.NET

FOCUS

Serving as a Senior Pastor for the past 27 years, I am endlessly involved with my community. In addition to leading my church, visiting the sick and shut-ins, and participating in community outreaches, I also work with the local funeral homes. Whenever a bereaved family is without a Pastor, the funeral directors know that they can call me any time. I am here to help my community in any way possible.

EMPLOYMENT

1991 TO PRESENT SENIOR PASTOR Hospital Visitation	Pine Forest Assembly of God Church	Cantonment, FL
Community Outreach		
 Assistant Sectional Presbyter 		
 Assistant Sectional Secretary T 	reasurer	
 New Ministers Mentoring Progr 	am	
1988 TO 1991 SENIOR PASTOR • Hospital Visitation	Molino First Assembly of God Church	Molino, FL
 Community Outreach 		
 Sectional Presbyter 		
1986 TO 1991 MECHANICAL TECHNICIAN Maintenance	James River Corporation	Pensacola, FL
Painter		

-COMMUNITY INVOLVEMENT 2004-2006 Warrington Assembly of God Church Warrington, FL PROJECT MANAGER Instrumental in helping reestablish Warrington Assembly of God Church following Hurricane Ivan. 1997-2001 & 2003-2012 Teen Challenge International Pensacola, FL ADVISORY BOARD MEMBER Instrumental in helping Teen Challenge International establish a location in Pensacola

Pensacola, FL

 1997-1998
 Wedgewood Middle School

 VICE PRESIDENT OF PTA

Served on the Parent Teacher Association Board

References available upon request.

Judy H. Witterstaeter

From: Sent: To: Subject: PIO Monday, August 17, 2015 3:22 PM Judy H. Witterstaeter Escambia County [General Alerts] Appointees Sought for Escambia County Committees

View E-Mail In Browser



Appointees Sought for Escambia County Committees

Friday, August 14, 2015 - 3:30pm

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering for appointments to the Escambia County Merit System Protection Board (MSPB) and the Human Services Appropriations Committee (HSAC).

Merit System Protection Board

The MSPB was created to provide a fair and equitable mechanism for the expeditious review of appeals and grievances of the classified employees of the County before a non-partisan deliberative body. County Ordinance 2005-38 provides the means for a classified, permanent employee under the jurisdiction of the MSPB to appeal disciplinary actions, and provides that these employees may file an appeal or grievance for perceived violations of the Ordinance or the Rules. Presently, the classified employees under the jurisdiction of the Board of County Commissioners, the Sheriff's Office, and the Supervisor of Elections are covered under the MSPB. The term of office is three years.

Qualifications of Board Members

No person shall be appointed to the Merit System Protection Board as a member who:

- Has not been a resident of Escambia County for two or more years preceding appointment to the MSPB.
- Is holding an elective or appointive office in federal, state, county or municipal government provided that prior appointment as a member of the MSPB shall not disqualify a person from being reappointed.
- Held political office in, or was a salaried or hourly employee of Escambia County during the 12 months preceding appointment to the MSPB.
- Is a member of the immediate family of a current employee or elected official of Escambia County.
- 5. Is a current officer of any union representing employees of Escambia County.
- Is working for any vendor who has a current contractual agreement with any participating appointing authority.
- 7. Has been convicted of, or has had adjudication withheld of, a felony or any crime

involving moral turpitude.

Qualifications must be maintained throughout the members' tenure or the member must resign his position on the MSPB.

Attendance

Any member of the MSPB shall be removed and replaced after being absent from more than three consecutive meetings during any calendar year. The MSPB shall determine whether any member's absence is unexcused.

Compensation of Board Members

The MSPB members shall serve on a voluntary basis and not be financially compensated for their service.

Meeting Schedule

MPSB meetings are held once per month on the second Tuesday; the meeting is generally less than one hour. Hours will vary depending on whether an appeal is being heard from an employee. If hearings are scheduled, they would be held immediately after the meeting. There has been less than one appeal/hearing in the past years.

Human Services Appropriations Committee

The HSAC shall concurrently review agency funding requests to Escambia County and the City of Pensacola, making funding recommendations individually to both bodies in accordance with policy and procedure agreements with each. No members of the Committee shall be a member or employee of, or serve on any board of, any of the requesting agencies reviewed by the Committee. The term of office is three years.

HSAC Process*

The coordination of applications, site visits and oral presentations by United Way of Escambia County takes place from January-May. The partner agencies applying for funding from the Human Services Appropriations Committee are required to submit an application that has the designated HSAC-related application questions, as well as a program budget. Additionally, applying programs are required to host a site visit and provide an oral presentation on their proposal to the HSAC. The funding schedule for the HSAC was changed three years ago to run parallel with the United Way's Funds Distribution Process. This change was able to create efficiencies in United Way's staff and volunteer efforts to facilitate this process.

Time Committment

The following is a breakdown approximation of hours served on this Committee:

- Planning meeting and training for upcoming grant review process: November (2 hours)
- Grant Application Review and submission of questions to applicants: March (1 hour per application- number of applications vary from year to year)
- Site Visits/Oral Presentations: April (1.5 hours per applicant plus 15-20 minutes travel time between visits)
- Scoring of applications and/or site visits: March-Late April (10-15 minutes per application)
- Final Deliberations/Funding Recommendations meeting: May (2 +/-hours)

*Prepared by: Marlena Davis, Partnership Manager- United Way

Escambia County residents interested in serving on the Merit System Protection Board or the Human Services Appropriations Committee are asked to submit a resume and letter indicating their desire to serve on the applicable Board/Committee by the close of business on Monday, August 31, 2015. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola Florida 32502.

Source URL (retrieved on 08/17/2015 - 3:20pm): http://myescambia.com/home/news/appointees-sought-escambia-county-committees

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9029	County Administrator's Report 13. 24.	
BCC Regular M	eeting Technical/Public Service Consent	
Meeting Date:	09/24/2015	
Issue:	Appointment to the Tourist Development Council	
From:	Jack Brown, County Administrator	
Organization:	County Administrator's Office	
CAO Approval:		

RECOMMENDATION:

Recommendation Concerning an Appointment to the Tourist Development Council - Jack R. Brown, County Administrator

That the Board appoint Patricia L. Sidler to the Tourist Development Council (TDC), for a four-year term, effective September 24, 2015, through September 23, 2019, as a "Hotel/Motel Industry" appointee, to replace Ian M. Jacobs, who has resigned.

Escambia County's Public Information Office posted a General Alert on the County's website for two weeks, from August 28, 2015, to September 11, 2015, to seek volunteers to fill the position of representative of the "Hotel/Motel Industry" on the TDC. Ms. Sidler's Resume is the only Resume that was received for consideration.

BACKGROUND:

Escambia County's Public Information Office posted a General Alert on the County's website for two weeks, from August 28, 2015, to September 11, 2015, to seek volunteers to fill the position of representative of the Hotel/Motel Industry on the Tourist Development Council (TDC).

Ms. Parricia L. Sidler has expressed the desire to serve on the TDC. Her Resume and a letter of Recommendation from Julian B. MacQueen of Innisfree Hotels are provided for review. No other Resumes were received for consideration.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resume and Letter General Alert - Tourist Development Council

Patricia L. Sidler

5385 Flintwood Circle Pensacola, Florida 32504 850-384-4091 P_Sidler@hotmail.com

Work Experience

Morale, Welfare, and Recreation, (MWR) Department of Defense US Government; 1995 - 1997

- Regional General Manager
 - Oversaw direct operations of 5 individual properties located on various military installations
 - o Introduced the Demming Total Quality Service process to the organization
 - o Directly managed 5 employees, indirectly managed 60 employees; inclusive of local national staff
 - o Proficiency in federal budgeting inclusive of appropriated and non-appropriated funding,
 - o Introduced a quality assurance program.

Larry Blumberg and Associates, LLC.; 1998 - Current

- Fairfield Inn by Marriott, Pensacola, Florida
 - o Front Desk Associate; July 1998 January 1999
 - o General Manager; January 1999 July 2001
 - Fairfield Inn by Marriott, Tallahassee, Florida
 - o General Manager; July 2001 July 2002
 - Courtyard by Marriott, Pensacola, Florida
 - o General Manager; July 2002 February 2014
 - Regional Director of Operations, Gulf Region February 2013 February 2014
 - Supporting untitled roles

Hotel opening team member

- Courtyard by Marriott, Clemson South Carolina
- Courtyard by Marriott, Nassau Bay Texas
- Fairfield Inn by Marriott, Jacksonville Florida
- Springhill Suites by Marriott, Montgomery Alabama
- Courtyard by Marriott, Hattiesburg MS.

Mentoring General Manager

- Misha Paul
- Chris Jennings
- Amy Meshnick
- Margret Reeves
- John Boland
- Joshua Trawick
- Jaqcque Myrthil

Sales blitz team member

- Fairfield Inn by Marriott, Tallahassee Florida
- Courtyard by Marriott, Lakeland Florida
- Springhill Suites by Marriott, Montgomery Alabama

Task team for underperforming hotels

- Fairfield Inn by Marriott, Birmingham, Alabama
- Fairfield Inn by Marriott, Pensacola, Florida
- Courtyard by Marriott, Alexandria, La.

Education

- Pensacola Junior College (currently known as Pensacola State College);
 - o Associates of Art and Sciences; Hospitality Management
 - o Degree awarded 1999
- Marriott Fairfield University
 - o Atlanta, Georgia
 - o Accomplished 1999
- Marriott Courtyard Strategic Alignment and Brand Immersion Connect U General Manager Training
 - o Washington, D.C.
 - o Accomplished 2002

Achievements/Awards

- Marriott International Quality Assurance Award
- LBA General Manager for the year 2005
- MWR Colonel Service Award for the year 1996



Creating Fon. Memorable Experiences

113 Bay Bridge Drive Gulf Breeze, FL 32561

> Innisfree.com P: 850-934-3609 Aug

August 21, 2015

Mr. Steven Barry, Chairman Mr. Wilson Robertson, District 1 Mr. Doug Underhill, District 2 Mr. Lumon May, District 3 Mr. Grover Robinson, IV, District 4 Escambia County Board of Commissioners 221 Palafox Place Pensacola, FL 32502

RE: Recommendation of Ms. Pat Sidler Appointment to TDC

Gentlemen:

There is a TDC lodging board member vacancy created by Mr. Ian Jacobs' resignation. Mr. Jacobs is now employed in the food services industry. We are pleased to recommend Ms. Pat Sidler to fill that vacancy. Her resume is attached.

Ms. Sidler has over 15 years lodging experience in Escambia County. She quickly progressed from a front desk associate to General Manager of the Fairfield Inn at University Mall in Pensacola to Regional Director of Operations with Larry Blumberg and Associates. Pat is currently General Manager of the Pensacola Beach Hampton Inn.



In House Marketing Agency



Prior to joining the hospitality industry. Ms. Sidler was Regional General Manager of the Morale, Welfare and Recreation Department of the Department of Defense. Ms. Sidler has over 15 years of senior management experience in budgeting, marketing, personnel management, and strategic planning. We think this combination of industry experience and knowledge of Escambia County will make her a valuable addition to the TDC

Social Responsibility Program

We appreciate your consideration of our request, and please let me know if you have any questions or if we can be of any assistance. • • • •

Best Regards,

Julian **B**. MacQueen President Escambia County DMO

- Mr. Nash Patel Mrs. Marilyn Hess Mr. Bob Cleveland LHS Companies American Fidelity Life Highpointe Hotels Mr. Robert Rinke Mr. Dave Cleveland Mr. Ajit Patel Levin Rinke Resort Realty Relax Hospitality LLC Highpointe Hotels Ms. Susan Carleton Ms. Teri Levin Mr. Tish Patel Pointe South Realty Levin Rinke Resort Realty **Pinnacle Management** Mr. Rob Babcock Mr. Jay Patel Mr. Tosh Belsinger Premier Island LHS Companies **Gulf Blue Vacations** Management Mr. Harlan Butler Ryan Christopher Mr. Ray Palmer Innisfree Hotels Resort Quest Pensacola Sports Assn. Mr. Richard Lamar Pointe South Realty
- Cc: Mr. Jack Brown Ms. Amy Lovoy Ms. Alison Rogers Mr. Nash Patel

Judy H. Witterstaeter

From: Sent: To: Subject: PIO Friday, August 28, 2015 12:35 PM Judy H. Witterstaeter Escambia County [General Alerts] Tourist Development Council Seeks Volunteer to Fill Position

View E-Mail In Browser



Tourist Development Council Seeks Volunteer to Fill Position

Friday, August 28, 2015 - 12:15pm

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering for appointments to the Escambia County Tourist Development Council, created in accordance with Florida Statutes through County Ordinance 77-34, and revised by County Ordinance 89-7. The Council's duties are to review each proposal for expenditure of funds to determine if it complies with the Tourist Development Plan as outlined in the Ordinance, review all expenditures from the Revenue Trust Fund, and to report it to the Escambia County Board of Commissioners and the Florida Department of Revenue.

Members shall be owners/operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax, and/or individuals involved in the tourist industry or who have demonstrated an interest in development but are not owners/operators within the tourist industry. Council members serve a four-year term of office and meet quarterly for approximately two hours.

There is a current opening for a representative of the Hotel/Motel Industry, who must be an owner or operator of a motel, hotel, recreational vehicle park, or other tourist accommodations in the County and subject to the Tourist Development Tax.

Escambia County residents interested in serving on the Tourist Development Council are asked to submit a resume and letter indicating their desire to serve on the Council by the close of business on Friday, September 11, 2015. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, Florida 32502.

Source URL (retrieved on 08/28/2015 - 12:34pm): http://myescambia.com/home/news/tourist-development-council-seeks-volunteer-fillposition

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8986	County Administrator's Report 13. 1.		
BCC Regular M	eeting Budget & Finance Consent		
Meeting Date:	09/24/2015		
Issue:	Property, Boiler and Machinery, Crime & Accidental Death and Dismemberment (Statutory Death Benefits) Insurance (PD 10-11.064)		
From:	Robert Dye, Division Manager		
Organization:	Asst County Administrator - Lovoy		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning Property, Boiler and Machinery, Crime & Accidental Death and Dismemberment (Statutory Death Benefits) Insurance - Robert Dye, Manager, Risk Management Office

That the Board approve the renewal of PD 10-11.064, Property, Boiler and Machinery, Crime & Accidental Death and Dismemberment (Statutory Death Benefits) Insurance, to Whitman & Whitman Insurance to provide Property Insurance, not to exceed the amount of \$1,223,539.17, for the period of October 1, 2015, through September 30, 2016.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

BACKGROUND:

The Boiler & Machinery, Commercial Crime and Accidental Death and Dismemberment coverage renew separately.

The Commercial Property policy limit remains at \$45,000,000 with renewal offering significant enhancements in coverage and a favorable deductible. The underwriters' probability analysis for critical return periods shows that Escambia County's level of exposure for windstorm loss at our estimated total insured value and policy limit of \$45,000,000 falls in between the 250 and 500 year critical return periods.

The County's agent of record was able to negotiate favorable terms with carriers to achieve a minor decrease in the rate per \$100 of total insured value (down from .2694 to .2690) while increasing our Flood coverage to the full \$45,000,000 policy limit (up from \$25,000,000) and a decrease in deductible (down from \$100,000 and 5% named storm to \$25,000 and 3% named storm).

The annual premium amount is increased \$32,882.17 over last year's premium due to the additional total insured value added to our Statement of Values following internal

review of our vehicle and heavy equipment lists and the addition of Santa Rosa Island Authority properties and equipment.

BUDGETARY IMPACT:

Funds are available in Cost Center 140835, Object Code 54501

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation does not require legal sign off.

PERSONNEL:

Risk Management will be the Contractor Administrator. No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of contracts of fifty thousand dollars (\$50,000.00).

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners a purchase order will be issued by the Purchasing Office to provide payment for services rendered from the contract.

Property Renewal

Attachments

Escambia County Board of County Commissioners Property Options and Premium Summary 10/1/2015 to 9/30/2016

Total Insured Values	\$ 441,958,946.00	\$ 454,774,784.00
	FY 2015	FY 2016
Loss Limit	\$ 45,000,000.00	\$ 45,000,000.00
Flood Limit	\$ 25,000,000.00	\$ 45,000,000.00
Named Storm, Quake	\$ 45,000,000.00	\$ 45,000,000.00
Deductibles:		
Flood	\$ 100,000.00	\$ 25,000.00
All Other Perils	\$ 100,000.00	\$ 25,000.00
Earth Movement	\$ 100,000.00	\$ 25,000.00
Windstorm	\$ 50,000.00	\$ 25,000.00
Named Storms	5%	3%
Named Storm Minimum	\$ 100,000.00	\$ 25,000.00
Lead Carrier	Lexington	Lloyds
Sub total	\$ 1,190,657.00	\$ 1,223,344.17
policy fees	included	\$ 195.00
Annual Premium	\$ 1,190,657.00	\$ 1,223,539.17
Rate per \$100 TIV	\$ 0.2694	\$ 0.2690

Whitman & Whitman Insurance

2032-A Creighton Road, Pensacola, FL 32504 850-477-8060 FAX 850-474-0378 Linda B. Whitman Brent Cell 850-572-2956 Email Iwhitman@whitmanandwhitman.com James F. Lee Cell 850-712-1431 Email jimflee@whitmanandwhitman.com



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8981		County Administrator's Report	13. 2.
BCC Regular M	eeting	Budget & Finance Co	onsent
Meeting Date:	09/24/2015		
Issue:	General Liability and Professional Liability, Catastrophic Inmate Medical, and Medical Malpractice for the Jail		
From:	Robert Dye, Division	Manager	
Organization:	Asst County Administrator - Lovoy		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning General Liability, Public Officials Liability, Professional Liability, Catastrophic Inmate Medical, and Medical Malpractice Insurance for the Jail – Robert Dye, Manager, Risk Management Office

That the Board take the following action concerning insurance for the Escambia County Jail:

A. Approve the payment to Whitman & Whitman Insurance for the General Liability and Professional Liability insurance through Brit Global Specialty USA, effective October 1, 2015, through September 30, 2016, in the amount of \$403,632, with a \$100,000 deductible;

B. Approve the payment to Whitman & Whitman Insurance for the Catastrophic Inmate Medical Insurance through Hunt Insurance Group, LLC/Optum, effective October 1, 2015, through September 30, 2016, in the amount of \$27,693.12, with a deductible of \$120,000; and

C. Approve the payment to Whitman & Whitman Insurance for the Medical Malpractice Insurance through Evanston Insurance Company effective October 1, 2015, through September 30, 2016, in the amount of \$56,169, with a \$7,500 deductible.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

BACKGROUND:

Operation of the Escambia County Jail under the Board of County Commissioners makes it necessary for the Board to purchase the above mentioned insurance policies.

The General Liability premium increased \$97,047.55 due to the additional exposure related to the number of injuries and potential claims as a result of the catastrophic loss

at the Central Booking and Detention Facility and two deaths due to suicide while incarcerated during the last policy period. The Catastrophic Inmate Medical premium decreased by \$9,471.04. The Medical Malpractice premium decreased by \$1,979.

BUDGETARY IMPACT:

Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Risk Management will be the Contract Administrator.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, a purchase order will be issued to provide payment for services rendered from the contract.

Jail Renewals

Attachments

Escambia County Board of County Commissioners

10/1/2015 to 9/30/2016

Renewal of general and professional liability for Escambia County Jail

Criminal Justice Liability Limits by Coverage Part		
	<i>c</i>	10 000 000 00
Policy Aggregate	\$	10,000,000.00
Per Occurrence Limit Bodily Injury & Property Damage	\$	5,000,000.00
Products/Completed Operations Aggregate	\$	5,000,000.00
Damage to Premises Rented to You Sublimit	\$	100,000.00
Personal & Advertising Injury	\$ \$ \$	5,000,000.00
Medical Expense Limit-Any One Person	\$	1,000.00
Professional Liability Limits	\$	5,000,000.00
Sexual Misconduct Endorsement		
Each Occurrence Sublimit	\$ \$	1,000,000.00
Aggregate Sublimit	\$	10,000,000.00
Deductible including loss adjustment expense. Defense costs ar	e in addition	
to policy limits.	\$	100,000.00
Claim Made Retro date		10/1/2013
Policy premium	\$	398,482.00
Policy fee	\$	150.00
Inspection fee - 2 per year by underwriter	\$	5,000.00
	\$ \$ \$	403,632.00

Carrier- Brit Global Specialty USA

Proposed by:

Whitman & Whitman Insurance

2032-A Creighton Road, Pensacola, FL 32504 850-477-8060 Fax 850-474-0378

James F. Lee

jimflee@whitmanandwhitman.com

Linda B. Whitman Brent

lwhitman@whitmanandwhitman.com



August 20, 2015

Ms. Carey Boucher Hunt Insurance Group, LLC. 3606 Maclay Boulevard South, Suile 204 Tallahassee, FL 32312

> Re: County: Address: Effective/Expiration: Liability per Inmate: Specific Deductible: Annual Premium: Buy-Backs Included: Average Daily Maximum (ADM):

Specific Slop Loss Coverage Escambia County Detention Center 221 Palafox PI. Ste. 200 Pensacola, FL 32502 10/01/2015 – 09/30/2016 S250,000 S120,000 S27,693.12 AIDS/HIV/Pregnancy. S20,000 days 1-3 and S12,000 for each day thereafter

We have approved the Specific Excess Loss coverage for the county listed above. The new policy declarations for Escambia County Detention Center will be issued upon receipt of the signed Plan Document. Subsequent Policy Period Offer and applicable premium.

Please let me know if you have any questions regarding this matter, and thank you for choosing Optum.

Sincerely.

Naomi Zellars, Senior Underwriter 3803 North Elm Street Greensboro, NC 27455 email: <u>naoml.zellers@optum.com</u> Phone: 336-540-7662



AmWINS Access Insurance Services, LLC

www.amwins.com

September 8, 2015

6

Linda Whitman Whitman & Whitman Inc 2032-A Creighton Road Pensacola, FL 32504

RE: Escambia County Board of County Commissioners E&O - Miscellaneous Medical Quotation

E&O - MISCELLANEOUS MEDICAL QUOTATION

Dear Linda:

Please find attached the E&O - Miscellaneous Medical Quotation for Escambia County Board of County Commissioners. Here is a summary of the terms and conditions:

APPLICANT:	Escambia County Board of County Commissioners		
MAILING ADDRESS:	221 Palafox Place Pensacola, FL 3250	2	
CARRIER:	Evanston Insurance	Company	
PROPOSED POLICY PERIOD:	10/1/15-9/3	0/16	
POLICY PREMIUM:	\$56,134.00 \$35.00	Premium Fees	
	\$56,169.00	Total	
COMMISSION:	10.000% of premium	n excluding fees and taxes	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8980	County Administrator's Report 13. 3.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Workers' Compensation Insurance Renewal
From:	Robert Dye, Division Manager
Organization:	Asst County Administrator - Lovoy
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Workers' Compensation Insurance Renewal - Robert Dye, Manager, Risk Management Office

That the Board take the following action concerning the Workers' Compensation Insurance Renewal:

A. Approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for Escambia County, effective October 1, 2015, through September 30, 2016, in the amount of \$1,179,727; and

B. Approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for the Escambia County Jail, effective October 1, 2015, through September 30, 2016, in the amount of \$1,152,316.

[Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501]

BACKGROUND:

Florida Municipal Insurance Trust (FMIT) requires the County to carry two separate workers' compensation insurance policies. Both policies are true deductible plans with \$25,000 per occurrence.

The increased premium deposit due for the BCC employee policy (FMIT 0869) is a result of increased payroll. The amount of increase over last year's premium deposit for FMIT 0869 is an additional \$35,721.

The increased premium deposit due for the Escambia County Jail policy (FMIT 1449) is based on payroll increases and a higher experience rating as calculated by NCCI. The amount of increase over last year's premium deposit for FMIT 1449 is an additional \$666,028.

The experience rating was affected by the number of claims, incurred losses (amount of medical and lost wage benefits paid and the amount held in reserve to pay future benefits) as well as the frequency and severity of injuries. FMIT applied the experience rating as required by State law; however, the full impact of the increased experience rating (from an initial 1 to 1.78) was moderated by applying earned discounts for Drug Free Workplace and Safety credits.

BUDGETARY IMPACT:

Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 5450

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Risk Management will be the Contract Administrator.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, a purchase order will be issued to provide payment for services rendered from the contract.

Attachments

WC Renewal



FLORIDA MUNICIPAL INSURANCE TRUST

PREMIUM SUMMARY FOR 2015 - 2016

Escambia County Board of County Commissioners

FMIT 0869

Coverage	Deductible / SIR	Limit	Premium
Workers' Compensation Experience Modification	\$25,000 1.78 10/1/15	Total Payroll \$61,799,174	\$1,179,727
GRAND TOTAL PREMIUM			\$1,179,727

*Includes:

Drug Free Credit: Yes Safety Credit: Yes



FLORIDA MUNICIPAL INSURANCE TRUST

PREMIUM SUMMARY FOR 2015 - 2016

Escambia County Board of County Commissioners Jail

FMIT 1449

Coverage	Deductible / SIR	Limit	Premium
Workers' Compensation Experience Modification	\$25,000 1.78 10/1/13	Total Payroll \$18,611,616	\$1,152,316
GRAND TOTAL PREMIUM			\$1,152,316

*Includes:

Drug Free Credit: Yes Safety Credit: Yes

Risk Name: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Risk ID: 091813343

Rating Effective Date: 10/01/2015

Production Date: 06/11/2015

State: FLORIDA

State	Wt	Exp Ex Loss		Expect Losse		Exp Prin Losses	A	Act Exc Lo	sses	Ballast		Ballast		Act Inc Loss	ses Act Prin Losses	
FL	.54		991,903	1,56	6,735	574	,832	1,63	1,210	197,4	100	2,501,725		870,515		
FL-A	.54		138,415	21	6,541	78	,126	4,34	9,053	197,4	100	4,913,7	10	564,657		
(A) (B) Wt		p Excess es (D - E)		pected ses		Exp Prim osses		F) Act Exc sses (H - I)		(G) Ballast		(H) Act Inc Losses		(I) Act Prim Losses		
.54 Actual		1,130,318 1,783,276			652,958 3,004,2		3,004,29	197,4			4,193,301		1,189,008			
		Primary Losses				Stabilizing Value		Ratable Excess			Totals					
		(I) 1,189,008 (E) 652,958			C *	C * (1 - A) + G 717,346 C * (1 - A) + G 717,346			(A) * (F) 1,622,318			(J)	(J) 3.528.672			
					C*				(A) * (C			(K)		980,676		
		A	RAP		FLA	RAP		SARAP		MAAR	AP	6 50	Ex	p Mod		
Factors	ctors			1.	18						(J) / (K	·	1.78			

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

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Risk Name: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Risk ID: 091813343

Rating Effective Date: 10/01/2015

Production Date: 06/11/2015

State: FLORIDA

09-FLORIDA

Firm ID: Firm Nan

Firm Name: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Code	ELR	D- Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	2.16	.36	172,974	3,736	1,345	WC201212235	05	F	352	352
5191	.48	.43	40,882	196	84	WC201212320	05	F	3,699	3,699
5509	3.47	.32	4,509,779	156,489	50,076	WC201112077	05	F	4,564	4,564
6217	2.71	.33	370,692	10,046	3,315	WC201212145	05	F	6,672	6,672
7704	1.84	.32	4,078,133	75,038	24,012	WC201212351	05	F	11,284	11,284
7705	2.18	.41	3,740,099	81,534	33,429	WC201212255	05	F	12,376	12,376
7720	1.56	.36	3,319,977	51,792	18,645	WC201112078	05	F	13,964	13,964
8380	1.44	.41	851,731	12,265	5,029	WC201112082	05	F	16,134	15,500
8601	.27	.41	675,308	1,823	747	WC201212255	05	F	19,943	15,500
8720	.77	.37	298,736	2,300	851	WC201212324	05	0	23,576	15,500
8742	.18	.36	373,798	673	242	WC201212106	05	F	23,784	15,500
8810	.10	.43	29,775,499	29,775	12,803	WC201212321	05	F	24,761	15,500
8820	.09	.41	694,065	625	256	WC201112016	05	F	32,837	15,500
8831	.92	.43	614,492	5,653	2,431	WC201212117	05	F	32,964	15,500
9015	2.09	.43	2,137,910	44,682	19,213	WC201112057	05	0	72,346	15,500
9102	1.88	.43	725,005	13,630	5,861	WC201212295	05	0	78,215	15,500
9402	3.41	.36	257,255	8,772	3,158	WC201212221	05	F	98,457	15,500
9403	3.28	.33	462,152	15,159	5,002	WC201212338	05	0	787,966 #	15,500
9410	1.02	.43	3,522,523	35,930	15,450	WC201112059	06	F	2,028	2,028
9765	WORK	PLACE S	AFETY C	-11,223	-4,120	WC201112037	06	F	2,187	2,187
9841	DRUG	FREE CF	REDIT	-27,495	-10,093	WC201112041	06	F	2,262	2,262
						WC201112063	06	F	2,529	2,529
1						WC201112053	06	F	2,750	2,750
						WC201212251	06	F	3,508	3,508
	1					WC201212225	06	F	3,633	3,633
						WC201212155	06	F	4,499	4,499
						WC201212124	06	F	8,410	8,410
						WC201212364	06	F	9,006	9,006
1						NO. 78	06	*	43,094	43,094

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Total by Policy Year of all cases \$2000 or less.
 C Catastrophic Loss

Risk Name: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Risk ID: 091813343

Rating Effective Date: 10/01/2015

Firm ID:

Production Date: 06/11/2015

State: FLORIDA

09-FLORIDA

NEC

Firm Name: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Code	ELR	D- Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	2.16	.36	210,775	4,553	1,639	WC201312553	05	F	2,595	2,595
5191	.48	.43	42,640	205	88	WC201312722	05	F	4,621	4,621
5509	3.47	.32	4,518,852	156,804	50,177	WC201312716	05	F	6,707	6,707
6217	2.71	.33	542,555	14,703	4,852	WC201312729	05	F	9,772	9,772
7704	1.84	.32	4,464,576	82,148	26,287	WC201312722	05	F	12,376	12,376
7705	2.18	.41	3,839,808	83,708	34,320	WC201312709	05	F	14,685	14,685
7720	1.56	.36	3,380,146	52,730	18,983	WC201212426	05	F	15,158	15,158
8380	1.44	.41	845,427	12,174	4,991	WC201212461	05	0	21,985	15,500
8601	.27	.41	661,124	1,785	732	WC201312580	05	F	23,375	15,500
8720	.77	.37	378,098	2,911	1,077	WC201212381	05	0	27,270	15,500
8742	.18	.36	396,842	714	257	WC201312616	05	F	28,619	15,500
8810	.10	.43	29,698,472	29,698	12,770	WC201312609	05	0	41,047	15,500
8820	.09	.41	785,703	707	290	WC201212461	05	0	192,950	15,500
8831	.92	.43	656,064	6,036	2,595	WC201312713	06	F	2,384	2,384
9015	2.09	.43	1,650,951	34,505	14,837	WC201312588	06	F	2,658	2,658
9102	1.88	.43	1,173,332	22,059	9,485	WC201312588	06	F	2,663	2,663
9402	3.41	.36	245,893	8,385	3,019	WC201312600	06	F	2,876	2,876
9403	3.28	.33	336,075	11,023	3,638	WC201312677	06	F	3,131	3,131
9410	1.02	.43	3,309,630	33,758	14,516	WC201312588	06	F	3,314	3,314
9765	WORK	PLACE S	SAFETY C	-10,573	-3,872	WC201312587	06	F	3,395	3,395
9841	DRUG	DRUG FREE CREDIT		-25,905	-9,486	WC201312558	06	F	3,621	3,621
						WC201312530	06	F	3,904	3,904
						WC201312579	06	F	4,138	4,138
						WC201312591	06	F	5,219	5,219
						WC201212459	06	F	6,643	6,643
						WC201312588	06	F	7,345	7,345
						WC201312563	06	F	8,716	8,716
	i.					NO. 90	06	*	41,156	41,156
Policy	Total:		S 57,136,963 P	ubject remium:	1,512,100	Total Act Inc Losses:			502,323	

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Page 3 of 6

Risk Name: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Risk ID: 091813343

Rating Effective Date: 10/01/2015

Firm ID:

Production Date: 06/11/2015

State: FLORIDA

09-FLORIDA

Firm Name: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Code	ELR	D- Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	2.16	.36	167,802	3,625	1,305	WC201312758	05	F	6,017	6,017
5191	.48	.43	39,166	188	81	WC201412884	05	F	15,785	15,500
5509	3.47	.32	4,316,678	149,789	47,932	WC201413042	05	0	16,091	15,500
6217	2.71	.33	513,265	13,909	4,590	WC201412999	05	0	18,469	15,500
7704	1.84	.32	4,313,482	79,368	25,398	WC201412849	05	F	23,883	15,500
7705	2.18	.41	4,037,519	88,018	36,087	WC201412830	05	F	27,541	15,500
7720	1.56	.36	3,492,530	54,483	19,614	WC201413027	05	0	33,542	15,500
8380	1.44	.41	959,188	13,812	5,663	WC201312753	05	F	41,419	15,500
8601	.27	.41	985,511	2,661	1,091	WC201412895	05	0	42,741	15,500
8720	.77	.37	227,275	1,750	648	WC201412952	05	0	52,944	15,500
8742	.18	.36	331,310	596	215	WC201312777	05	F	62,919	15,500
8810	.10	.43	32,268,246	32,268	13,875	WC201412929	05	0	65,739	15,500
8820	.09	.41	651,523	586	240	WC201312742	05	0	68,273	15,500
8831	.92	.43	573,345	5,275	2,268	WC201412978	05	0	80,576	15,500
9015	2.09	.43	2,168,155	45,314	19,485	WC201413066	06	F	2,129	2,129
9102	1.88	.43	728,001	13,686	5,885	WC201312810	06	F	2,144	2,144
9402	3.41	.36	276,297	9,422	3,392	WC201412983	06	F	2,425	2,425
9403	3.28	.33	523,083	17,157	5,662	WC201412951	06	F	3,470	3,470
9410	1.02	.43	3,121,048	31,835	13,689	WC201412872	06	F	3,893	3,893
9664	PREMI	UM CREE	DIT FOR	0	0	WC201413081	06	0	5,500	5,500
9765	WORK	PLACE S	AFETY C	-8,851	-3,252	WC201412976	06	F	6,113	6,113
9841	DRUG	FREE CR	REDIT	-21,684	-7,967	WC201412932	06	F	6,739	6,739
						WC201412957	06	0	7,190	7,190
						WC201412957	06	0	7,699	7,699
						WC201412966	06	0	15,559	15,500
						NO. 71	06	*	32,802	32,802
Policy	Total:		S 59,693,424 P	ubject remium:	1,472,493	Total Act Inc Losses:			651,602	

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Risk ID: 091813343

Rating Effective Date: 10/01/2015

Production Date: 06/11/2015

State: FLORIDA

09-FLORIDA

Firm ID: A Firm Name: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS JAIL

Carrie	r: 318	60	Policy No. FM	IT1449	Eff Date:	10/01/2013	I	Exp	Date: 10/01/201	4
Code		D- Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
7720	1.56	.36	14,484,282	225,955	81,344	WC201413005	05	F	3,387	3,387
8810	.10	.43	2,582,184	2,582	1,110	WC201413013	05	F	3,776	3,776
9664	PREMI	UM CR	EDIT FOR	0	0	WC201412930	05	F	3,848	3,848
9765	WORK	PLACE	SAFETY C	-3,477	-1,255	WC201412951	05	F	4,766	4,766
9841	DRUG	FREE C	REDIT	-8,519	-3,073	WC201412930	05	F	6,443	6,443
						WC201412937	05	F	8,543	8,543
						WC201412962	05	0	13,400	13,400
						WC201412924	05	0	25,680	15,500
						WC201412940	05	0	27,958	15,500
						WC201412925	05	0	28,342	15,500
						WC201412930	05	0	29,523	15,500
						WC201412959	05	0	30,000	15,500
						WC201412924	05	0	32,246	15,500
						WC201412932	05	0	33,212	15,500
						WC201412940	05	0	38,455	15,500
						WC201412940	05	0	48,407	15,500
						WC201412927	05	0	49,924	15,500
						WC201312776	05	0	54,568	15,500
						WC201412932	05	0	55,488	15,500
						WC201412925	05	0	62,500	15,500
						WC201412933	05	0	63,530	15,500
						WC201412925	05	0	64,379	15,500
						WC201412932	05	0	73,000	15,500
						WC201412932	05	0	74,135	15,500
						WC201412951	05	0	75,070	15,500
						WC201413043	05	0	90,262	15,500
						WC201412926	05	0	90,980	15,500
						WC201412937	05	0	100,459	15,500
						WC201412940	05	0	107,922	15,500
						WC201412929	05	0	108,100	15,500
						WC201412926	05	0	117,250	15,500
						WC201312774	05	0	137,000	15,500
<u> </u>	<u> </u>					WC201412932	05	0	168,414	15,500
						WC201412917	05	0	189,566	15,500
	<u> </u>					WC201412926	05	0	303,956 #	15,500
<u> </u>	<u> </u>						05	0	2,504,159 #	15,500
				}		· · · · · · · · · · · · · · · · · · ·	06	F	2,596	2,596

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Risk ID: 091813343

Rating Effective Date: 10/01/2015

Production Date: 06/11/2015

State: FLORIDA

Policy Tot		Subject Premium:	 Total Act Inc Losses:			4,913,710	
	 			06	0	25,068	15,500
	 		 WC201412930	06	0	20,000	15,500
	 		NO. 17	06	*	13,235	13,235
	 		 WC201412962	06	0	10,500	10,500
			WC201412925	06	0	6,633	6,633
			WC201413012	06	F	4,007	4,007
			 WC201412955	06	F	3,023	3,023

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9000	County Administrator's Report 13. 4.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Approval to Issue Fiscal Year 2015-2016 Purchase Orders Totaling \$50,000 or Greater
From:	Thomas Turner, Department Director
Organization:	Human Resources
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Approval to Issue Fiscal Year 2015-2016 Purchase Orders for the Human Resources Department Totaling \$50,000 or Greater - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve the issuance of eight Fiscal Year 2015-2016 Purchase Orders and/or Blanket Purchase Orders, in excess of \$50,000, based upon previously awarded or approved annual requirement Contracts or Contractual Agreements, per Attachment 1, for the Human Resources Department.

[Funding: Fund 501, Worker's Compensation, Health and Life Fund]

BACKGROUND:

The Human Resources Department has eight Purchase Orders that during the course of a Fiscal Year, equal or exceed \$50,000 to support the employee benefits. Issuance of these Purchase Orders during October 2015 is essential to ensure continuity of benefits for employees and retirees.

The County went out to bid for dental and life insurance in 2013. We are starting our third year of the Contracts with Delta Dental and Cigna Life Insurance Company. They will be bid in calendar year 2016. The County went out to bid for health insurance this year. We are on our second Accounting and Retention Agreement (Pro-Share Agreement) that will end in December 2015. In January 2016, the County will become self funded. For the first 3 months, we will be paying premiums in a fully funded plan and then beginning in January, we will start paying an administrative services fee, claims and premiums for retirees that have the Medicare Advantage Plan.

The County's employee health clinic Contract went out to bid in 2010 and was awarded in 2011 to Concentra Medical Center.

We are in our fifth year of the Contract and are presently working on a feasibility study to

present to the Board.

BUDGETARY IMPACT:

Funding for the above Purchase Orders is through Fund 501, Worker's Compensation, Health and Life Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64 providing for Board approval of Contracts of \$50,000 or greater.

IMPLEMENTATION/COORDINATION:

The Human Resources Department will coordinate with the Office of Purchasing.

Attachments

Attachment 1 Purchase Orders \$50,000 or Greater 2015-2016

ATTACHMENT 1

Contractor	Not-To-Exceed Amount	Contract
Delta Dental Insurance Company Vendor #040643 Dental Insurance Cost Center 150109 Claims	\$830,000	PD 12-13.029
Delta Dental Insurance Company Vendor #040643 Dental Insurance Cost Center 150109 Administrative Fees	\$80,000	PD 12-13.029
Blue Cross Blue Shield of Florida Vendor #023808 Health Insurance Cost Center 150108 Premiums	\$5,300,000	PD 08-09.042
Blue Cross Blue Shield of Florida Vendor #023808 Health Insurance Cost Center 150108 Retiree Premiums	\$216,000	PD 14-15.069
Blue Cross Blue Shield of Florida Vendor #023808 Health Insurance Cost Center 150108 Administrative Fees	\$745,000	PD 14-15.069
Blue Cross Blue Shield of Florida Vendor #023808 Health Insurance Cost Center 150108 Claims	\$15,595,000	PD 14-15.069
Cigna Life Insurance Company Vendor # 121147 Life Insurance Cost Center 150110	\$430,000	PD 12-13.057
Occupational Health Center of S.W. PA DBA Concentra Medical Center Vendor #150079 Health Clinic Cost Center 150108	\$650,000	PD 09-10.005



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9002	County Administrator's Report 13. 5.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	On-Site Employee Health Clinic Proposal
From:	Thomas Turner, Department Director
Organization:	Human Resources
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the On-Site Employee Health Clinic Proposal - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning the On-Site Employee Health Clinic:

A. Approve the negotiation of a three-year Contract with the option for two, one-year extensions with Concentra Health Services, Inc., for the on-site Employee Health Clinic; and

B. Authorize the County Administrator and/or designated person to negotiate the Contract and upon Legal review, bring it to the Board for approval.

[Funding Source: Fund 501, Internal Service Fund]

BACKGROUND:

Consistent with the May 6, 2015 Board action, staff directed AON Hewitt to conduct a feasibility study to determine the cost effectiveness of the Employee Health Clinic and whether the cost of the Contract is in line with the service the County receives. The results are attached to this Board action. As the County moves into Self-Funding Healthcare, the Clinic will provide a greater opportunity to manage our health care costs and develop programs that will assist employees with health care issues. The continuity of providers will be critical in keeping the trust that people expect in health care. In the future, the self-funded plan will permit us better claims information to evaluate the Clinic's value.

BUDGETARY IMPACT:

Funding for the on-site Employee Health Clinic is through Fund Code 501, Internal Service Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Human Resources Department will contact Concentra to initiate the negotiation of the Contract. The Human Resources Department will coordinate with Concentra and the County's Legal Department.

Attachments

Escambia County Employee Health Clinic Executive Summary 2015



Escambia County Health Center Analysis - County Employees and Sheriff's Department

Health Center Executive Summary

Updated September 2015



Executive Summary

The clinic costs based upon available data are reasonable and an effective employee health resource. A recent Board of County Commissioners meeting led to the suggestion that the on-site clinic managed and operated by Concentra be reviewed for competitiveness. Generally this is a sound business practice in order to periodically check if pricing is still competitive given the scope of services and the hours of operation. In the short-term, Aon Hewitt was asked to review the available data and provide an expert opinion of how the clinics are working.

Escambia County Employees and Escambia Sheriff's Department staff utilize the Concentra on-site clinic. This document attempts to provide an objective review of all available reports and data in order to determine if the clinic is delivering the value all of the parties are expecting. The following reports and data were included in this analysis:

- The 2015 benefit comparisons
- 2014 Stewardship reports for the County and the Sheriff's department
- Clinic monthly utilization reports
- Claim review divided by groups
- BCBSFL Partnering to improve Health Outcomes report July 2014

The Stewardship reports from Concentra served as the most useful data and will provide the basis for the majority of findings and recommendations. In addition, normative and benchmark information was gathered through industry organizations such as the National Association of Worksite Health Centers, National Business Group on Health, Agency for Healthcare Research and Quality and pricing data analyzed from recent RFPs conducted on behalf of Aon Hewitt clients.

Conclusion

The BOCC should stay the course with Concentra. During this year the County should:

- Improve the integration and coordination between BCBSFL and Concentra in the areas of disease management (Diabetes, Low Back, Hypertension, etc...).
- Consider value based benefit design incentives that leverage use of the clinic
- Conduct a feasibility study for installing a new and improved Electronic Health Record in the Health Center.
- Morbidly obese members of the population should be given special care and attention.
- Engage the services of a pharmacist to examine:
 - the usage of prescription drugs among clinic users
 - cost for treating people with hypertension

Findings

- Concentra's Annual Stewardship Report shows the number of people eligible to utilize the clinic in 2014 increased by 150 people for the County (2.2% increase) and by 4 people (less than .2%) for the Sheriff's Department.
- The combined cost for the County and the Sheriff's Department increased by 10% from 2013 to 2014. This was due to additional staff being added to the Clinic along with annual salary



increases. The clinic added a $\frac{1}{2}$ Medical Assistant (MA) and staff received 3% annual salary increases.

- The combined County and Sheriff's Dept. per member per month cost is \$7.81. The combined County and Sheriff's Department per employee per month charge is \$25.98. This PEPM is comparable to other on-site health center operator charges with an average of \$25 30 based on data from Aon Hewitt's Health and Productivity Practice.
- The overall penetration rate (employees, retirees, dependents) is 33% for the County and 28% for the Sheriff's department. While this penetration rate is good, after the program has been in place this long, the BOCC could expect to see a higher penetration rate. Typically penetration rates increase by approximately 20% (4-5%/year) for the first 5 years. From an employee perspective, the County's employee utilization rate is 54% which compares favorably to findings in a December 2014 study by the National Association of Worksite Health Centers wherein 48% of employers reported employee utilization rates of 50% or more.
- Among the people who utilize the clinic, the utilization of primary care and acute episodic care services is very good (>50%). Current clinic staffing is: 1 Physician, 1 Mid-level PA, 1 Health Specialist (wellness), 1 Nurse Manager, and 3 ½ Medical Assistants. For purposes of this analysis, Aon Hewitt is assuming that primary care visits are provided by the MD or PA only. Nurse visits are captured somewhere else.
- The typical person who utilizes the clinic consumes over 2 visits per person per year. This is a positive indication that employees and their dependents view the clinic as their primary care provider.
- The Concentra calculation of a \$230,000 annual savings associated with productivity that is contained in the Stewardship report is clear. Concentra uses 2.5 hours of lost work time for a community based primary care visit which is consistent with normative comparisons performed by other on-site clinic provider companies. This compared with 42 minutes (20 minutes of drive time and 22 minutes in the clinic) of lost time for a visit to the Escambia County clinic resulting in a 108 minute productivity savings (approximately \$53 per visit for each of the 4263 employee visits in 2014). While there may be a small percentage of employees who may not have sought care without the convenience of the clinic, (and therefore stayed at work), we do not think this would have had a meaningful effect on the overall productivity savings.
- The Healthcare savings reported by Concentra of \$968,000 assumes a self-funded medical plan financial model. Therefore the methodology used to calculate Return on Investment (ROI) does not take into consideration the fully insured status of the County Medical plan. Because the County is fully insured, a clinic visit, even if it replaces a claim under the health plan, does not immediately or directly lower the FI Blue Medical Plan cost. Once the County moves to a self-funded medical plan arrangement, an encounter with the clinic that replaces a visit to a community provider will result in direct and immediate savings to the Medical plan. A true ROI for 2016 can be calculated once the County has self-funded claims data.
- Obesity and hypertension are key drivers of both health care cost and morbidity. Together these conditions help drive metabolic syndrome and ultimately diabetes.
- There is less use of the clinic for problems related to musculoskeletal conditions than expected. Employees and their families are seeking care for these conditions elsewhere as they are a prominent cost driver for the County based on experience data contained in the BCBSFL annual report. This is an opportunity for expanded services within the clinic.
- Offering Physical Therapy on site may be a valuable service given the prevalence of back pain in the population. A pilot program utilizing a community PT provider in the clinic may be a valuable trial to gauge member interest in adding this service without committing too many resources up front.
- The cost for laboratory work performed through the clinic is on a pass through basis.
- The Concentra report states that over 90% of the drugs prescribed and dispensed are generic. This generic dispensing rate is consistent with benchmark data not only for clinics but for efficiently running health plan.



- The cost to treat hypertension reported in the Concentra Stewardship report was actually national benchmark costs for the long term burden of this disease, not actual costs through the County Clinic. This is an interesting population health metric however it is not helpful from a clinic management standpoint. Concentra has the data and the ability to improve how this information is communicated. This is a significant population to track.
- The average wait time of 3 minutes is a positive from a productivity and patient satisfaction stand point. However, short wait time also can be an indication of excess capacity. The challenge is to find the proper balance between waiting and staffing capacity. Based upon the updated staffing level (adding ½ Medical Assistant) and review of the clinic's capacity the wait times and the staffing levels seem appropriate to accommodate anticipated moderate utilization growth.
- There is no information about the types of occupational health services delivered other than 11% of the total services provided are for Occupational health visits. It would be useful to know not only what are the occupational visits for but what, if any, coordination is happening with the County and Sheriff's Departments around improving worker safety or preventive actions to avoid injuries.
- For both the County and the Sheriff's Department there is a significant percent of the population with a BMI over 40. Consideration should be given for a highly targeted intensive program for these individuals. As these people are candidates for bariatric surgery which has a high price tag and considerable complication rates, such intensive intervention is warranted.

Recommendations

- There needs to be greater coordination and integration between Concentra and BCBSFL. It appears that there are overlapping programs and services. This integration should become easier once the County moves to a self-funded medical plan. Examples of clinic and medical plan integration include tracking referrals from clinic to FL Blue disease management programs (Diabetes, Low Back, Hypertension, etc...), passing clinical data between Concentra and Florida Blue to support predictive modeling of future high risk populations.
- There needs to be a clear focus on wellness services and who has responsibility for that program. There is little doubt that overweightness and obesity are serious problems among this population. There is a significant health improvement opportunity here that is not being adequately addressed due to a lack of coordination of resources. We would recommend a meeting with Concentra and FI Blue to develop a joint health improvement strategy
- The BOCC should consider a highly individualized, targeted, niche program for people with a BMI above 40. These individuals, as shown in both the BCBSFL and Concentra reports, already have several co-morbid conditions and likely will be responsible for some of the next high cost cases.
- The County and the Sheriff's Department should examine the medical plan benefit design to see if there are ways to encourage greater usage of the clinic. They should consider positioning the clinic as a core source for primary care services. Consider value based design options that incent use the clinic for certain conditions (e.g. low or no cost diabetic supplies for individuals who are compliant and participating in FL Blue disease management program).
- Concentra needs to provide more detailed information in their standard reporting package to the BOCC. Those reports need to include:
 - o Detailed list of occupational health service provided
 - List of most common and most expensive prescription drugs dispensed or prescribed through the clinic
 - Breakdown of the staffing by FTEE and professional category
 - o How many of the visits are for nurse only and how many visits are for lab draws
 - o Clear description of the ROI methodology



- Special report that compares clinic users (those with >+2 visits/year) with non-users to examine E.R. use; Inpatient admissions; re-admissions; visits to specialists; prescription drug cost; generic substitution rates
- We agree with Concentra's recommendation to explore offering more behavioral health services especially given the high prevalence of anxiety in the population. It would be helpful to see the amount of prescription drugs being used by the population for anxiety and depression.
- It is unclear if the reason the existing reporting is superficial is because of the older version of the Electronic Medical Record and Practice Management System utilized by Concentra. They are recommending a new EMR which may be warranted. More detailed specifications are needed and a clearer rationale for what the new EMR will fix.

Thank you for the opportunity to provide this analysis. If you have any questions or need additional information please do not hesitate to contact me.

Sincerely,

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Ann Gebhard Vice President



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8998		County Administrator's Report	13. 6.
BCC Regular M	eeting	Budget & Finance Co	onsent
Meeting Date:	09/24/2015		
Issue:	Flexible Benefits Plan	Administrative Services	
From:	Thomas Turner, Depa	artment Director	
Organization:	Human Resources		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning Flexible Benefits Plan Administrative Services - Thomas G. 'Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Flexible Benefits Plan Administrative Services (PD 12-13.029):

A. Approve an Amendment to the Plan Document that enables the Plan to adjust the maximum annual contribution that may be allocated to the Health Care Flexible Spending Account for a given plan year according to the Internal Revenue Service (IRS) statutory maximum allowable contribution, indexed for each year; and

B. Authorize the County Administrator to sign the Certificate of Adopting Resolution.

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150107, Object code 531301]

BACKGROUND:

Federal law permits IRS to index Flexible Benefit Plan (IRD Section 125 Plans) according to inflation. By approving this change, it gives the County the opportunity to adjust the contribution rate an employee can deduct according to the Internal Revenue Service.

By adjusting contribution amounts, it assists employees in their efforts to pay rising dental, health and vision care costs on a pre-tax basis, along with the County not having to pay FICA or Medicare contributions for the contributions employees have elected.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

The Human Resources Department will conduct open enrollment meetings and service all employee groups. We will advise all appointing authorities (payrolls) of any administrative changes in the program.

appointing authorities (payrolls) of any administrative changes in the program.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department will notify the Flexible Spending Administrator and the appointing authority payrolls of the change. The Human Resources Department will coordinate with other appointing authorities to ensure changes are made.

Attachments

Flexible Spending Account Amendment 092415

HEALTH CARE FLEXIBLE SPENDING ACCOUNT AMENDMENT

ARTICLE I PREAMBLE

- 1.1 Adoption and effective date of amendment. The Employer adopts this Amendment to the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS FLEXIBLE BENEFITS PLAN ("Plan") to reflect changes to Internal Revenue Code (IRC) Section 125(i), as amended by the Internal Revenue Service (IRS). The sponsor intends this Amendment as good faith compliance with the requirements of this provision. This Amendment shall be effective on or after the date the Employer elects in Section 2.1 below.
- **1.2 Supersession of inconsistent provisions.** This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

ARTICLE II LIMITATION ON ALLOCATIONS

2.1 Effective Date. This Amendment is effective as of January 1, 2016 (the first day of the plan year beginning on or after January 1, 2016).

2.2 Limitation on Allocations. Notwithstanding any provision contained in this Health Care Flexible Spending Account to the contrary, the maximum annual contribution amount that may be allocated to the Health Care Flexible Spending Account Benefit may not exceed the lesser of the Participant's salary reduction elected for the plan year or the Internal Revenue Service statutory maximum allowable contribution, indexed for each plan year, plus any Employer contributions that may be made.

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS (the Employer) hereby certifies that the following resolutions were duly adopted by Employer effective January 1, 2016, and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, that the Amendment to the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS FLEXIBLE BENEFITS PLAN is hereby approved and adopted, and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the amendment.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Escambia County Board of Commissioners

Employer Name

Date

Jack R. Brown, County Administrator Employer Representative

Date

Witness:

Witness: _____

This document approved as to form and legal sufficiency	
By January Title AGA	
Date	

SUMMARY OF MATERIAL MODIFICATIONS (SMM) For the

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS FLEXIBLE BENEFITS PLAN

(1) General. This is a Summary of Material Modifications regarding the above referenced Plan ("Plan"). This Summary of Material Modifications supplements and amends the Summary Plan Description (SPD) previously provided to you. You should retain this document with your copy of the SPD.

(2) Identification of Employer. The legal name, address and Federal Employer Identification number of the Employer are:

Escambia County Board of County Commissioners Employer name EIN: 596000598

221 Palafox Place, Suite 200 Employer street address

Pensacola, FL 30502 Employer city, state and zip code

FOR CAFETERIA PLANS:

(3) **Description of Modifications.** The Employer has amended your Plan effective as of the first day of the Plan year coinciding with or following January 1, 2016. Subsequent plan years will reflect the IRS cost-of-living adjustment indexed amount.

If you have any questions regarding the application of this provision to you, contact your Plan Administrator.

BENEFITS

Annual Health Care Spending Account Amount. The maximum annual contribution amount that may be allocated to your Health Care Flexible Spending Account Benefit may not exceed the lesser of your salary reduction elected for the year or the Internal Revenue Service statutory maximum allowable contribution, indexed for each plan year, plus any Employer contributions that may be made.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8994	County Administrator's Report 13.7
BCC Regular M	eeting Budget & Finance Consen
Meeting Date:	09/24/2015
Issue:	Group Medical Insurance
From:	Thomas Turner, Department Director
Organization:	Human Resources
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Group Medical Insurance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action regarding the County's Group Medical Insurance (PD 14-15.069, Group Medical Insurance):

A. Approve the employee and retiree health insurance premiums. Active employees will have a 14% reduction in their costs to parallel the total expected reduction in health care costs resulting from the change to self funding. Attachment 1 shows premiums reflecting a \$20 discount for employees that do not use tobacco. Attachment 2 shows the health insurance premiums for the County's retirees. Retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not;

B. Authorize the County to deposit \$600 into the Health Savings Account (HSA), of each employee who elects the HSA coverage. This will assist the employee in paying the higher deductible (\$2,100 or \$4,200). The deposit will be reviewed each year at renewal time. The cost would include a \$2.25 monthly fee for each employee, along with a one-time start-up fee of \$22 for each new employee who enrolls. The cost is included in the total cost estimate; and

C. Authorize the County Administrator to sign the Blue Medicare Master Agreement, Administrative Service Agreement/Business Associate Agreement and ASO Grandfather Certificate Form upon Legal review.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501]

BACKGROUND:

On August 20. 2015, the Board approved a Contract with Florida Blue, for three years, from January 1, 2016 to December 31, 2018, to provide self-funded health insurance coverage. Attached is the suggested funding cost for the County and employees to fund our plan for the 2016 calendar year. Our plans and suggested funding costs will be reviewed on an annual basis and approved by the Board.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

The Human Resources Department and all appointing authorities (payrolls) will have to make the appropriate adjustments to their payroll systems.

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC Regular Meeting, County Administrator Report II.19 of August 20, 2015

IMPLEMENTATION/COORDINATION:

A Purchase Order will be the instrument utilized for making payment against the Contract. The Human Resources Division will coordinate with Legal, the Office of Purchasing, and the other appointing authorities to ensure all changes are made.

Attachments

2016 Employee Health Insurance Premiums 2016 Retiree Health Insurance Premiums Attachment 1

Funding Breakdown (Tobacco Free Discount)



Health Care Monthly Rates for January 2016 – December 2016

	TotalContributio n 1352	County Portion Non-Tobacco BO 1352	County Portion Tobacco BO 1352	EE Cost Non-Tobacco BO 1352	EE Cost Tobacco BO 1352	Health Contributi on BO 1552	County Portion Non-Tobacco BO 1552	County Portion Tobacco BO 1552	EE Cost Non-Tobacco BO 1552	EE Cost Tobacco BO 1552
Employee	\$500.22	\$471.72	\$451.72	\$28.50	\$48.50	\$540.55	\$474.05	\$454.05	\$66.50	\$86.50
Employee & Spouse	\$1,191.15	\$1,001.85	\$981.85	\$189.30	\$209.30	\$1,287.18	\$1,010.72	\$990.72	\$276.46	\$296.46
Employee & Children	\$1,072.18	\$902.86	\$882.86	\$169.32	\$189.32	\$1,158.62	\$889.28	\$869.28	\$269.34	\$289.34
Employee & Family	\$1,548.63	\$1,314.47	\$1,294.47	\$234.16	\$254.16	\$1,672.89	\$1,282.19	\$1,262.19	\$390.70	\$410.70

	BCBS Contribution HSA 1168/1169	*HSA \$600/yr	***Setup Fee	Admin Fee	Total Contribution HSA	County Portion HSA for Non-Tobacco	County Portion HSA for Tobacco	EE Cost HSA 1168/1169 for Non-Tobacco	EE Cost HSA 1168/1169 for Tobacco
Employee	\$402.66	\$50.00	\$1.67	\$2.50	\$456.83	\$456.83	\$436.83	\$0.00	\$20.00
Employee & Spouse	\$958.84	\$50.00	\$1.67	\$2.50	\$1,013.01	\$922.81	\$902.81	\$90.20	\$110.20
Employee & Children	\$863.08	\$50.00	\$1.67	\$2.50	\$917.25	\$835.49	\$815.49	\$81.76	\$101.76
Employee & Family	\$1,246.16	\$50.00	\$1.67	\$2.50	\$1,300.33	\$1,184.79	\$1,164.79	\$115.54	\$135.54

*The County pays HSA and the \$50 represents the monthly cost. The County or the appointing authority pays the \$600 upfront at the beginning of the plan year. New Hires receive a pro-rated amount determined by the insurance eligible date.

**Administrative Fee is paid by the agency on a monthly basis for employees.

*** Setup fee is only for new accounts and it is a one-time fee of \$20.00 paid by the appointing authority.

Any employee waiving the County-sponsored health insurance will receive \$10,000 in additional life insurance coverage for a total of \$50,000 (County paid). In addition, an employee not electing health insurance can enroll in the HIR plan (health insurance replacement) and receive a \$12.98 per month discount on their dental premium.

Attachment 2

2016 Health Insurance Premiums for Retirees

PPO Plans - Rate effective dates: January 2016 – December 2016

	PPO 1352	PPO 1552
Retirees	Premiums	Premiums
Retiree	\$500.22	\$540.55
Retiree & Spouse	\$1,191.15	\$1,287.18
Retiree & Children	\$1,072.18	\$1,158.62
Retiree & Family	\$1,548.63	\$1,672.89

Blue Med PPO and Blue Med RX Plans – Rate effective dates: January 2016 – December 2016

	*BlueMed PPO	BlueMed
Retirees	Premium	(Pharmacy Coverage Only)
Retiree <u>or</u> Spouse (each)	\$274.42	\$69.98



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8968	County Administrator's Report 13. 8.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	2015/16 Rural Elderly Assistance Program Agreement with Council on Aging of West Florida, Inc.
From:	Tonya Gant, Director
Organization:	Neighborhood & Human Svcs
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning the 2015/2016 Rural Elderly Assistance Program Agreement with</u> <u>the Council on Aging of West Florida - Tonya Gant, Neighborhood & Human Services</u> <u>Department Director</u>

That the Board take the following action concerning the 2015/2016 Rural Elderly Assistance Program (REAP) Agreement with the Council on Aging of West Florida, Inc.:

A. Approve the Rural Elderly Assistance Program Agreement with the Council on Aging of West Florida, Inc., in the amount of \$47,000, for the 2015/2016 Fiscal Year; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and related documents necessary to implement the program.

[Funding: Fund 129/CDBG, Cost Center 370224]

BACKGROUND:

The Board has consistently approved entering an annual Community Development Block Grant (CDBG) funded Agreement with the Council on Aging of West Florida, Inc. (COA) for the Rural Elderly Assistance Program (REAP) since 1990. The Board approved the 2015 Escambia Consortium Annual Plan on July 23, 2015, which includes funding for the REAP for the period October 1, 2015 through September 30, 2016 (Exhibit I). As a public service activity operated by COA, REAP provides varied social, recreational and supportive services to the elderly in the Cantonment, McDavid, Molino, Davisville, Byrneville, and Century communities. As in the past, funds support the costs for the Rural Services Coordinator, Social Workers, and related outreach and direct program support services, such as food and transportation. Data is not yet available for the 2014/15 fiscal year, but data submitted to HUD for the 2013/14 contract indicates that 265 elderly citizens received services and assistance through this funding, of which 148 were female heads of households. The 2015/16 Agreement (Exhibit II) includes funding in the amount of \$47,000 as outlined in the Escambia Consortium Annual Plan.

BUDGETARY IMPACT:

The \$47,000 in CDBG funding is budgeted in Fund 129/CDBG, Cost Center 370224.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No County personnel are required for this program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal CDBG Agreements are required for subrecipient agencies and must be approved by the Board.

IMPLEMENTATION/COORDINATION:

All implementation tasks will be handled by the Neighborhood Enterprise Division (NED) in coordination with COA. After Agreement execution, all Agreement compliance matters will be managed by NED including review of cost reimbursement requests and required project monitoring. All project costs are reviewed in detail for eligibility and reimbursed monthly through CDBG funding, based upon submission of expense documentation by COA.

Attachments

Ex I-CDBG Annual COA REAP EX II-COA REAP Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-22. <u>Approval of Various Consent Agenda Items</u> Continued
 - 3. Taking the following action concerning the State of Florida Department of Environmental Protection (DEP) Agreement No. G0409 to provide financial assistance for the Bayou Chico Stormwater Retrofit Project (Funding: Fund 110, Other Grants and Projects, Cost Center to be determined at time of Supplemental Budget Amendment):
 - A. Accepting and approving the DEP Grant Agreement No. G0409 between the State of Florida Department of Environmental Protection and Escambia County, in the amount of \$755,560, for the Bayou Chico Stormwater Retrofit Project; and
 - B. Authorizing the Chairman to sign the Agreement and other future Agreement-related documents, including no cost extensions, pending Legal review and approval, without further action of the Board to complete the Project.

Note: The County Attorney's Office has requested that the Board be made aware of the language, in the last sentence, in Paragraph 31 (Page 12 of 13) of the Agreement: "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

- 4. Taking the following action concerning the Escambia Consortium 2015-2019 Consolidated Plan and 2015 Annual Action Plan (Funding: Fund 129/CDBG, Cost Centers 370222, 370223, and 370224; Fund 147/HOME, Cost Center 370267; and Fund 110/ESG, Cost Center 370293):
 - A. Approving the Escambia Consortium 2015-2019 Consolidated Plan, providing goals, objectives, and strategies for housing and community development during the period October 1, 2015, through September 30, 2020;
 - B. Approving the Escambia Consortium 2015 Annual Action Plan for Housing and Community Development, detailing the use of 2015 Community Development Block Grant (CDBG) funds, in the amount of \$1,644,103; 2015 HOME Investment Partnerships Program (HOME) funds, in the amount of \$882,771; and 2015 Emergency Solutions Grant Program (ESG) funds, in the amount of \$147,378; and

(Continued on Page 16)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

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

1-22. <u>Approval of Various Consent Agenda Items</u> – Continued

- 4. Continued...
 - C. Authorizing the County Administrator to execute all Escambia Consortium 2015-2019 Consolidated Plan and 2015 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2015 CDBG, 2015 HOME, and 2015 ESG Programs.
- 5. Ratifying the following July 23, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:
 - A. Approving the following three Residential Rehab Grant Program Funding and Lien Agreements:
 - (1) The Agreements between Escambia County CRA and Curtis and Elizabeth Hughley, owners of residential property located at 303 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$3,295, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a new roof;
 - (2) The Agreements between Escambia County CRA and Susan H. Herrington, owner of residential property located at 267 Seamarge Lane, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$1,267, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a new roof; and

(Continued on Page 17)

EXHIBIT I

PUBLIC NOTICE ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2015/2016 Annual Housing and Community Development Plan for the period October 1, 2015 - September 30, 2016. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2015/2016 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2015 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola Housing Office 420 West Chase Street Pensacola, Florida (Closed on Fridays)

Escambia County Neighborhood Enterprise Division Suite 200 221 Palafox Place Pensacola, Florida

Housing Programs Office Santa Rosa County Public Services Complex 6051 Old Bagdad Highway Milton, Florida

ESCAMBIA CONSORTIUM, FLORIDA ANNUAL ACTION PLAN SUMMARY (October 1, 2015 - September 30, 2016)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2015 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of \$3,368,090 which is detailed as follows.

ESCAMBIA COUNTY 2015/2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

Housing Rehabilitation Program (General)

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating costs. Funds may also be used to provide for sanitary sewer connection assistance in targeted areas, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

FUNDING: \$427,312*

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

Temporary Relocation

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

Escambia County Community Redevelopment Agency

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites <u>and</u> are located within the County's Community Redevelopment Areas (Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington); the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Title Clearance

Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

Foreclosure Prevention Education and Counseling

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE Demolition/Clearance of Unsafe Structures or Properties

\$20,000 County's

\$281,952

\$17.000

\$ 18,500

\$25,000

\$47,000

\$48,000

\$15,500

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century. Funds may be used to assist with environmental enforcement officer hours in Century.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

CRA/Neighborhood Enhancement Program

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhoodbased initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington as well as County's Enterprise Zone. (Low and Moderate Income Neighborhoods)

Community Redevelopment Facade Improvement Program

Prior year funds will continue to support matching grants for commercial business exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Public Facility: Homeless or Health Facility Project

Funds will partially support acquisition, rehab and/or construction of a new homeless assessment center or a community-based health clinic to improve the delivery of heath care services to lower income residents of the surrounding area

Redevelopment Area Neighborhood Renewal Incentive/Initiative

Funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification, and enhancement activities carried out in locally designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas.

TOTAL 2015 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

\$150,000

\$55,000

\$50,000

\$50,000

\$250,000

\$150,000

\$ 3,839

\$1,644,103

RURAL ELDERLY ASSISTANCE PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this <u>24th</u> day of <u>September</u>, 2015 by and between the COUNTY OF ESCAMBIA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the COUNCIL ON AGING OF WEST FLORIDA, INC., a not for profit corporation organized under the laws of the State of Florida", hereinafter referred to as the "Recipient", for the sole purpose of administering the Rural Elderly Assistance Program, hereinafter referred to as the "Project".

WITNESSETH

WHEREAS, the County has been awarded a Community Development Block Grant, which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia;

WHEREAS, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein;

WHEREAS, it is in the best interest of the County to enter into a special contract with the Recipient for the implementation and operation of a portion of said grant;

WHEREAS, the County hereby engages the services of the Recipient to manage the Project within the service area defined herein.

NOW, THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I

Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Division (NED) of the Escambia County Neighborhood & Human Services Department. For contract coordination purposes the designated contract manager is Meredith Nunnari, Division Manager, NED, 221 Palafox Place Suite 200, Pensacola, Florida 32502, (850) 595-0022 x3 or mrnunnari@myescambia.com

ARTICLE II

Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of <u>Attachment I</u> to provide transportation services for the elderly in the Cantonment, Century, Davisville, and McDavid areas, and provide for a Rural Services Director to expand and develop services for the rural elderly, and other identified Project staffing and support costs as may be required and mutually approved by the parties to this Agreement. The Project is approved in the **2015** Escambia Consortium Action Plan, as approved by the Board of County Commissioners on July 23, 2015.

ARTICLE III Funding

3. The County agrees to pay an amount not to exceed **\$47,000** solely from available Community Development Block Grant funds to be used for 1) Rural Services Outreach (identifying and assisting elderly citizens in the rural areas of Escambia County), 2) Case Management (performing comprehensive assessment of elderly citizens applying for services in order to match them with the appropriate agency and/or service which can meet their needs, and 3) Rural Services Coordinator (coordinating all Council on Aging activities in rural Escambia County; including senior centers in Century and Cantonment, emergency food distribution, special programs for disabled seniors, transportation, etc).

3.1 The County shall pay this amount over the period of this contract to the Recipient for services rendered herein;

3.2 The method of payment shall be according to the Payment Schedule, as described in <u>Attachment I</u> of this Agreement.

ARTICLE IV

Reporting

4. The Recipient shall provide the County with a monthly report of all activities, including a narrative summary of progress and a financial statement described in <u>Attachment II</u> of this Agreement.

4.1 The Recipient shall use the report form that has been approved by the County as described in <u>Attachment II</u> of this Agreement.

4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County or its designated Agent.

4.3 This report is due on the 10th day of each subsequent month.

4.4 The Recipient shall provide the County or its designated Agent with additional information as needed.

ARTICLE V

Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County for its designated Agent, in operating the aforementioned service. The Recipient shall hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

ARTICLE VI Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October**, **2015** and shall terminate on **September 30**, **2016** unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;

6.1 Provided, that if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of termination only. Said termination shall be in accordance with provisions of 24 CFR Part 85.43 and/or 85.44, as applicable.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain personnel, financial and other records and accounts as are necessary to properly account for all funds expended in performance of this contract;

7.1 These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this contract unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

ARTICLE VIII

<u>Nepotism</u>

8. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance, under this Agreement, which statute is hereby referred to and incorporated by reference herein.

ARTICLE IX Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall

include but not be limited to the following: employment, 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 Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X

Housing and Urban Development Act of 1968 Section Three Clause

10. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in <u>Attachment III</u> of this Agreement.

ARTICLE XI Equal Employment Opportunity

11. The Recipient agrees to abide Equal Opportunity Clause for Contracts Subject to Executive Order #11246 as described in <u>Attachment III</u> of this Agreement.

ARTICLE XII

Program Income

12. No Program income is anticipated to result from the activities encompassed in the Project, however in the event that generation of program income should occur at any time during the effective term of this Agreement the provisions set forth at 24 CFR 570.504(c) shall apply. Any program income generated by Project activities shall be documented by the Recipient and promptly returned to the County.

ARTICLE XIII

Uniform Administrative Requirements

13. The Recipient shall comply with applicable provisions of the uniform administrative requirements described in 24 CFR Part 570.502 and shall comply with the requirements of OMB

Circular A-122 "Cost Principles for Non Profit Organizations," and any amendments or revisions to said regulatory provisions or circulars as may be promulgated by the Federal Government. Copies of pertinent provisions of 24 CFR Part 570 and governing OMB Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in <u>Attachment III</u>.

ARTICLE XIV

Other Federally Related Requirements

14. The Recipient shall carry out all Project activities in compliance with all Federal Laws and Regulations described in Subpart K of 24 CFR Part 570, except that:

14.1 The Recipient does not assume the County's environmental responsibilities described at 24 CFR Part 570.604; and

14.2 The Recipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 570.52.

14.3 Pertinent provisions of Subpart K of 24 CFR Part 570 have been provided to the Recipient as noted in <u>Attachment III</u> of this Agreement.

ARTICLE XV

Reversion of Assets

15. Upon expiration of this Agreement and corresponding cessation of the Project activities provided for hereunder, the Recipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Recipients control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be:

- (i) Used to meet one of the national objectives in 24 CFR Part 570.901 until five years after the expiration of the agreement, or for such longer period of time as determined to be appropriate by the County; or
- (ii) Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for acquisition of, or improvement to the property. (Reimbursement is not required after the period of time specified in paragraph (i) of this section has expired.)

ARTICLE XVI Procurement

16. The Recipient shall be required to adhere to the procurement standards provided at 24 CFR Part 85.36 or the Recipients written procurement standards provided that such standards conform to Federal Law and the provisions of Part 85.36. This shall apply to the purchase of materials, supplies, and equipment. The full text of 24 CFR Part 85.36 has been provided to the recipient as noted in <u>Attachment III</u> of this Agreement.

ARTICLE XVII General Provisions

17. The Recipient accepts these funds so appropriated in accordance with the terms of this Agreement, and agrees that the contents of <u>Attachment I – III, and regulatory requirements cited</u> therein, are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:

17.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

17.2 To consent to such audits by United States Department of Housing and Urban Development, the County Comptrollers' Office, or designated independent auditing firm(s) as may be required in relation to this Agreement.

17.3 To produce all documents required upon request by the County, the United States Department of Housing and Urban Development or their authorized representatives;

17.4 To provide the County (through its designated Agent) with the annual audit of the program as carried out for the Escambia County Community Development Block Grant Program by an independent Certified Public Account. Said audit shall comply with provisions of 24 CFR Part 85.26.

ARTICLE XVIII

Understanding of Terms

18.1 This contract represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by written instrument signed by both Recipient and County or in accordance with the provisions contained in this Contract document.

18.2 This contract is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this contract shall be governed by the laws of the State of Florida, both as to interpretation and performance.

18.3 It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

18.4 The clause headings appearing in this agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

18.5 All notices under this contract shall be in writing, and shall be sent by registered mail to the parties identified in this Agreement.

18.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

SIGNATURE PAGE TO FOLLOW

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers Clerk of the Circuit Court

By:

Steven Barry, Chairman

By:

Deputy Clerk

BCC Approved: September 24, 2015

SEAL

COUNCIL ON AGING OF WEST FLORIDA, INC. A Florida Non-Profit Corporation

:

WITNESSED

By:______ John Clark, Executive Director

Print Name:

Approved as to form and legal sufficiency. By/Title: Date:

Print Name:

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by John Clark, Executive Director of the Council of Aging of West Florida, Inc., a not for profit corporation, who did not take an oath and who:

is/are personally known to me.

produced current Florida driver's license as identification.

produced current _____as identification.

Signature of Notary Public

Name of Notary Printed My Commission Expires: _____ Commission Number: _____

I. <u>SCOPE OF SERVICES</u>

The Council on Aging of West Florida, Inc. will implement the Rural Elderly Assistance Program. The County will provide **\$47,000** in CDBG funds for the Project. The CDBG funds must directly be spent on operational expenses and program activities. The Council on Aging of West Florida, Inc. will also be required at a minimum to provide monthly reports to the County or its designated Agent of elderly served categorized by race and gender and type of service provided.

II. RECIPIENT INFORMATION

Council on Aging of West Florida, Inc. P. O. Box 17066 Pensacola, FL 32522-7066 (850) 432-1475 Contact

Contact: John Clark, Executive Director

III. MONTHLY REPORTS

- A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County or designated Agent.
- B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the reporting period.
- C. A copy of the payroll register and time sheets must be attached to the monthly report to verify payment for the County to reimburse the agency for eligible project costs.
- D. The monthly report is due prior to the 10th day of each month, unless alternative due dates are agreed to in writing for the mutual convenience of the parties to this Agreement.
- E. Monthly reports not submitted shall give cause for further payment to the recipient being withheld.

IV. BUDGET INFORMATION

The Recipient shall have a budget of **\$47,000.00** to cover the contract period of October 1, 2015 - September 30, 2016. Salary, fringe benefits, and project related local travel (private auto use) costs shall be reimbursable (costs for documented project related local travel shall be reimbursable at a rate not to exceed the current IRS approved rate) regarding Rural Services Outreach, Case Management, and Rural Services Coordinators while providing services to the elderly in the Cantonment, Century, Davisville, and McDavid areas.

V. AUDIT REQUIREMENTS

The Recipient shall provide the County (through its designated Agent) with an audit report showing the financial affairs of the Recipient during the period of the contract.

VI. <u>PAYMENT SCHEDULE</u>

The Recipient shall be paid according to line items established in the above budget. Documentation must be submitted to equal actual expenditures. Any item not included in the budget will be an ineligible expenditure, and will not be reimbursed.

VII. PROJECT EVALUATION, MONITORING AND REVIEW

- 1. This program will be monitored during the period of the contract. The Recipient shall provide reasonable information and/or materials including personnel records to the person monitoring the project to provide assurance that the contract is being adhered to in a legal manner.
- 2. The County reserves the right to evaluate and review this contract and its effectiveness. If found not to be effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; Sub-section 6.1.

MONTHLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION

FROM:		
PROJECT: <u>REAP</u>		ACT #
REPORT PERIOD	то	DATE SUBMITTED

I. PROGRESS REPORT

A. DESCRIBE IN <u>DETAIL</u> WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

ATTACHMENT II

II. FINANCIAL REPORT

CONTRACT AMOUNT

<u>\$ 47,000.00</u>

Expenditu	res:	Month of	, 20
ITEM	COST		
	Total expenditures this period	\$	-
	Remaining contract amount	\$	
Balance end of this reporting period		1 \$	
Comments	3		
I certify,	that to the best of my knowledge, the	e data reported is correct.	
Autho	prized Signature		
Autilu	nized Signature		
Da	te	Position	

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

- 1. Certification Regarding Non-Segregated Facilities
- 2. Compliance with Air and Water Acts
- 3. EEO Compliance and Anti-Discrimination Provisions
- 4. Copeland Anti-Kickback Act Provisions
- 5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
- 6. Title VI of the Civil Rights Act of 1964, and amendments thereto
- 7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
- 8. Executive Order 11063, as amended by Executive Order 12259
- 9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
- 10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
- 11. Section 202(a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
- 12. Architectural Barriers Act (as applicable)
- 13. Americans with Disabilities Act Protections (as applicable)
- 14. Energy Policy and Conservation Act
- 15. Sections 503/504 of the Rehabilitation Act of 1973
- 16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
- 17. Labor Standards Provisions to the extent required by Section 110 of the housing and Community Development Act of 1974 and amendments thereto
- 18. Minority and Women Owned Business Identification and Utilization

Standard Provisions (Continued)

- 19. Affirmation Acton in Employment and Employment Matters
- 20. Section 3 of the Housing and Community Development Act of 1968, as amended
- 21. Age Discrimination Act of 1975
- 22. Provisions Regarding Access to and Maintenance of Records
- 23. Conflict of Interest Provisions
- 24. Anti-Lobbying Certification
- 25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
- 26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients (24 CFR Part 24)
- 27. Ownership of Project Copyrights and Patents (if applicable)
- 28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
- 29. Constitutional Prohibition prohibiting the use of CDBG funds for religious activities or the provision of CDBG funds to primarily religious entities for any activities, including secular activities.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

COUNCIL ON AGING OF WEST FLORIDA, INC. will provide a drug-free 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 prohibitions;
- (b) Establishing a 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;
- (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 employer 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 of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(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;

(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).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: COUNCIL ON AGING OF WEST FLORIDA, INC. Date: October 1, 2015

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: <u>B-15-UC-12-0012</u>

COUNCIL ON AGING OF WEST FLORIDA, INC. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS <u>P. O. Box 17066</u> <u>Pensacola, FL 32522-7066</u>

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: _____

SIGNED:___

Certifying Officer

<u>ANTI-LOBBYING</u> <u>CERTIFICATION FOR CONTRACTS, GRANTS, LOANS</u> <u>AND COOPERATIVE AGREEMENTS</u>

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:			Date:
0	-		

Certifying Official

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false 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/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:	
Project Name:	
Name:	
Title :	
Firm/Agency:	
Street Address:	

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. <u>Purpose</u>: THIS SECTION includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and any Subcontractors must conform with the following:

2. Standard Contract Provisions

All applicable Federal provision are attached including:

- 1. Certification of Non-Segregated Facilities
- 2. Compliance with Air and Water Acts
- 3. EEO Compliance Certification
- 4. Americans with Disabilities Act (ADA)
- 5. Anti-Kickback Act
- 6. Executive Order 11246/Affirmative Action
- 7. Title VI of the Civil Rights Act
- 8. Lead Base Paint Prohibition
- 9. Flood Hazards Mitigation (where applicable)
- 10. Architectural Barriers Act (where applicable)
- 11. Energy Policy and Conservation Act
- 12. Section 503 and 504 of the Rehabilitation Act of 1973
- 13. Contract Work Hours and Safety Act
- 14. Minority and Women owned Business Listings

Each should be carefully reviewed to assure existing compliance and/or the capacity to comply with said provisions.

3. Affirmative Action Plan

Agency shall operate its employment, training and related affairs in a manner so as to affirmatively support equal employment provisions of Federal Law.

 HUD Section 3 Plan and Compliance Requirements (if applicable to this project) Any successful Vendor must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

5. Access to Related Documents

Comptroller General of the United States, or any duly authorized representative of such Contracting with Escambia County, Department of Housing and Urban Development, the agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least five (5) years and longer should they be the subject of inspection, litigation, or under review.

6. Interest of Certain Federal and Other Officials

- A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: <u>Provided</u>, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.
- B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

7. Reporting, Copyrights, and Patents

Any reports, statistics, cost data, or related documentation of project related activity required by Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee. Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. <u>Activities and Contracts Not Subject to Executive Order 11246</u>, <u>As Amended</u> (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under).

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

(1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (2) The Contracting entity and subcontractors thereto or shall post in conspicuous places places available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.
- (3) The contracting entity shall incorporate foregoing requirements in all subcontracts.
- <u>CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS</u> (Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified there under.
- (3) A stipulation that as a condition for the award of the contract prompt notice of Federal Activities, EPA, indicating that a facility utilized or will be given of any notification received from the Directors' off to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a mean of enforcing such provisions.

10. <u>SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND</u> <u>ACCIDENT PREVENTION</u>

- A <u>Lead Based Paint Hazards</u> (Applicable to contracts for construction, rehabilitation or conversion of residential structures) The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the sue of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.
- B. <u>Flood Prevention and Protection</u> (Applicable to acquisition, rehabilitation and construction activities)

Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for sue in any area that has been identified by the Secretary of Housing and Activities undertaken under this contract are subject to the provisions of the Flood Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

11. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deemed necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of five years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

12. <u>Conflict of Interest of Officers or Employees of the Contracting Entity/</u> <u>Local Jurisdiction, Members of the Local Governing Body, or Other Elected</u> <u>Officials</u>

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. Minority and Female Contractor Associations

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/ Jacksonville Office, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, <u>including</u> those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

- 1. A minimum wage of \$7.25/hour be paid, unless the current Florida Minimum Wage is higher, wherein the higher of the two rates shall be paid;
- 2. Forty hours constitutes a standard workweek;

- 3. "Time and one-half" rates be paid for work in excess of these maximums;
- 4. Employers are liable to employees for payment of overtime;
- 5. Equal pay for equal work is required as it effects male and female workers in the same classification;
- 6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
- 7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
- Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

15. <u>Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063</u> <u>Regarding Fair Housing</u>

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

16. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. Preservation of Historically Significant Properties

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

18. <u>Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or</u> <u>Sub-Contractors</u>

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

CERTIFICATION OF RECEIPT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM REGULATIONS CODIFIED AT 24 CFR PART 570 & PART 85.36 and OMB CIRCULAR A-122, OMB CIRCULAR A-133, and applicable portions of OMB CIRCULAR A-110

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CRR Part 570 and Part 85.36, as promulgated by the U.S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management Circulars issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-122 (Cost Principles for Non-Profit Organizations"), A-133 (Audits of Institutions of Higher Education and Other Nonprofit Institutions") and applicable portions of A-110, as implemented at 24 CFR Part 84 ("Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations"). I/We have reviewed the Regulations and Circulars and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations and Circulars should be resolved by contacting Escambia County's CDBG Program representative. If the issue or question cannot be resolved by the County's CDBG Representative, the issue will be submitted to the U.S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County's CDBG Program Representative by this agency.

Council on Aging of West Florida, Inc.

By:_____

Date:_____



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8972	County Administrator's Report 13.9.		
BCC Regular M	eeting Budget & Finance Consent		
Meeting Date:	09/24/2015		
Issue:	2015/16 Fair Housing Services Agreement with Escambia-Pensacola Human Relations Commission		
From:	Tonya Gant, Director		
Organization: CAO Approval:	Neighborhood & Human Svcs		

RECOMMENDATION:

Recommendation Concerning the 2015/2016 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the 2015/2016 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission:

A. Approve the Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission (HRC), in the amount of \$18,500, for the 2015/2016 Fiscal Year; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and related documents required to implement the program.

[Funding: Fund 129/CDBG, Cost Center 370222]

BACKGROUND:

The County's Fair Housing Ordinance provides for fair and equal access to housing for all persons, and the Ordinance is administered and enforced by the Escambia-Pensacola Human Relations Commission (HRC) under the Community Development Block Grant (CDBG) funded Agreement. HRC activities are supportive of the Federal Fair Housing law and the State of Florida Fair Housing Act, both of which are directly applicable to all jurisdictions within the State. The funding aids in providing support for fair housing activities undertaken by the HRC, including partial agency staffing support.

The County and City of Pensacola have utilized HRC for fair housing related education and enforcement services since passage of the County and City Fair Housing Ordinances in the mid-1980's. HRC staff provides assistance to citizens regarding housing related questions which may include discrimination allegations, eviction issues, and housing conditions.

The Board approved the 2015/16 Escambia Consortium Annual Action Plan on July 23, 2015, which included funding for this Agreement in the amount of \$18,500 for the period October 1, 2015 through September 30, 2016 (Exhibit I). The Agreement (Exhibit II) is renewed annually subject to availability of CDBG funding.

BUDGETARY IMPACT:

The \$18,500 in CDBG Program funding is budgeted in Fund 129/CDBG, Cost Center 370222.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Staffing is provided by the HRC through this Agreement. There is no impact on County staffing as a result of continuation of this Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal CDBG Agreements are required for sponsoring agencies, which must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Implementation will be handled by the Neighborhood Enterprise Division (NED) in coordination with the HRC.

Attachments

Ex I-CDBG Annual Fair Hsg Ex II-Fair Hsg Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-22. <u>Approval of Various Consent Agenda Items</u> Continued
 - 3. Taking the following action concerning the State of Florida Department of Environmental Protection (DEP) Agreement No. G0409 to provide financial assistance for the Bayou Chico Stormwater Retrofit Project (Funding: Fund 110, Other Grants and Projects, Cost Center to be determined at time of Supplemental Budget Amendment):
 - A. Accepting and approving the DEP Grant Agreement No. G0409 between the State of Florida Department of Environmental Protection and Escambia County, in the amount of \$755,560, for the Bayou Chico Stormwater Retrofit Project; and
 - B. Authorizing the Chairman to sign the Agreement and other future Agreement-related documents, including no cost extensions, pending Legal review and approval, without further action of the Board to complete the Project.

Note: The County Attorney's Office has requested that the Board be made aware of the language, in the last sentence, in Paragraph 31 (Page 12 of 13) of the Agreement: "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

- 4. Taking the following action concerning the Escambia Consortium 2015-2019 Consolidated Plan and 2015 Annual Action Plan (Funding: Fund 129/CDBG, Cost Centers 370222, 370223, and 370224; Fund 147/HOME, Cost Center 370267; and Fund 110/ESG, Cost Center 370293):
 - A. Approving the Escambia Consortium 2015-2019 Consolidated Plan, providing goals, objectives, and strategies for housing and community development during the period October 1, 2015, through September 30, 2020;
 - B. Approving the Escambia Consortium 2015 Annual Action Plan for Housing and Community Development, detailing the use of 2015 Community Development Block Grant (CDBG) funds, in the amount of \$1,644,103; 2015 HOME Investment Partnerships Program (HOME) funds, in the amount of \$882,771; and 2015 Emergency Solutions Grant Program (ESG) funds, in the amount of \$147,378; and

(Continued on Page 16)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

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

1-22. <u>Approval of Various Consent Agenda Items</u> – Continued

- 4. Continued...
 - C. Authorizing the County Administrator to execute all Escambia Consortium 2015-2019 Consolidated Plan and 2015 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2015 CDBG, 2015 HOME, and 2015 ESG Programs.
- 5. Ratifying the following July 23, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:
 - A. Approving the following three Residential Rehab Grant Program Funding and Lien Agreements:
 - (1) The Agreements between Escambia County CRA and Curtis and Elizabeth Hughley, owners of residential property located at 303 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$3,295, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a new roof;
 - (2) The Agreements between Escambia County CRA and Susan H. Herrington, owner of residential property located at 267 Seamarge Lane, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$1,267, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a new roof; and

(Continued on Page 17)

EXHIBIT I

PUBLIC NOTICE ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2015/2016 Annual Housing and Community Development Plan for the period October 1, 2015 - September 30, 2016. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2015/2016 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2015 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola Housing Office 420 West Chase Street Pensacola, Florida (Closed on Fridays)

Escambia County Neighborhood Enterprise Division Suite 200 221 Palafox Place Pensacola, Florida

Housing Programs Office Santa Rosa County Public Services Complex 6051 Old Bagdad Highway Milton, Florida

ESCAMBIA CONSORTIUM, FLORIDA ANNUAL ACTION PLAN SUMMARY (October 1, 2015 - September 30, 2016)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2015 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of \$3,368,090 which is detailed as follows.

ESCAMBIA COUNTY 2015/2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

Housing Rehabilitation Program (General)

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating costs. Funds may also be used to provide for sanitary sewer connection assistance in targeted areas, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

FUNDING: \$427,312*

\$15,500

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

Temporary Relocation

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

Escambia County Community Redevelopment Agency

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT: Brownfields Community Redevelopment Project

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites <u>and</u> are located within the County's Community Redevelopment Areas (Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington); the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law,

including designated Brownfield sites).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Title Clearance

Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

Foreclosure Prevention Education and Counseling

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE Demolition/Clearance of Unsafe Structures or Properties

\$281,952

\$20.000

\$25,000

\$47,000

\$48,000

\$17,000

\$ 18,500

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century. Funds may be used to assist with environmental enforcement officer hours in Century.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

CRA/Neighborhood Enhancement Program

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhoodbased initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington as well as County's Enterprise Zone. (Low and Moderate Income Neighborhoods)

Community Redevelopment Facade Improvement Program

Prior year funds will continue to support matching grants for commercial business exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Public Facility: Homeless or Health Facility Project

Funds will partially support acquisition, rehab and/or construction of a new homeless assessment center or a community-based health clinic to improve the delivery of heath care services to lower income residents of the surrounding area

Redevelopment Area Neighborhood Renewal Incentive/Initiative

Funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification, and enhancement activities carried out in locally designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas.

TOTAL 2015 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

\$150,000

\$55,000

\$50,000

\$50,000

\$250,000

\$150,000

\$ 3,839

\$1,644,103

FAIR HOUSING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this **24th** day of **September 2015**, by and between the County of Escambia, hereinafter referred to as the "County," and the **Escambia-Pensacola Human Relations Commission**, hereinafter referred to as the "Recipient."

WITNESSETH

WHEREAS, the County has been awarded a Community Development Block Grant, which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia;

WHEREAS, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein;

WHEREAS, it is in the best interest of the County to enter into a special contract with the Recipient for the administration of a portion of said grant;

WHEREAS, the County hereby engages the services of the Recipient to administer and implement a portion of the Community Development Block Grant for administration of the County's Fair Housing Ordinance;

NOW THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I

Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Division of the Escambia County Neighborhood & Human Services Department.

ARTICLE II

Scope of Services

2. The Recipient agrees to administer and enforce the County's Fair Housing Ordinance for equal access and equal opportunity in housing and investigate all claims of housing discrimination in unincorporated Escambia County by providing operational expenses as generally described in <u>Attachment 1</u>, attached hereto and made a part thereof.

ARTICLE III

Funding

3. The County agrees to pay the Recipient an amount not to exceed **\$18,500.00** solely from available Community Development Block Grant funds.

3.1 The County shall pay this amount over the period of this contract to the Recipient for services rendered herein;

3.2 The method of payment shall be according to the Payment Schedule, as described in <u>Attachment 2</u>, attached hereto and made a part thereof;

3.3 Funds may be transferred from line item to line item within the line items specified in <u>Attachment 2</u> only with prior written approval of the County and no expenditure shall exceed the maximum indebtedness of this contract.

ARTICLE IV

Reporting

4. The Recipient shall provide the County with a monthly report of all activities, including a narrative summary of progress, and financial statement showing in <u>Attachment 1</u>;

4.1 The Recipient shall use the report form that has been approved by the County as described in <u>Attachment 3</u>, attached hereto and made a part thereof;

4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County;

4.3 This report is due on the 10th day of each subsequent month;

4.4 The Recipient shall provide the County with additional program information as needed.

ARTICLE V

Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County, in operating the aforementioned service. The Recipient shall indemnify, defend and hold the County harmless from all claims, suits, judgments or damages arising from the operating of the services required by this contract during the course to the extent allowable under the law.

ARTICLE VI

Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October 2015**, and shall terminate on the **30th day of September 2016**, unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;

6.1 Provided, that if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of the termination only.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain such property, personnel, financial and other records and accounts as are necessary to properly account for all funds expended in performance of this contract;

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of six (6) years following the termination of this contract by both the County and the United States Department of Housing and Urban Development or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

ARTICLE VIII

General Provisions

8. The Recipient accepts these funds so appropriated in accordance with the terms of this contract.

8.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

8.2 To consent to such audits by United States Department of Housing and Urban Development and the County Auditors Offices as the Council Auditor may require;

8.3 To produce all documents required upon request by the County and the United States Department of Housing and Urban Development;

8.4 To provide the County with the audit of the program as carried out for the Escambia County Community Development Grant Program by an independent certified public accountant.

ARTICLE IX

Nepotism

9. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance, under this contract, which statute is hereby referred to and incorporated by reference herein.

ARTICLE X

Civil Rights

10. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are hereby referred to an incorporated by reference herein.

ARTICLE XI

Housing and Urban Development Act of 1968 Section Three Clause

11. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in <u>Attachment 4</u>, attached hereto and made a part thereof.

ARTICLE XII

Equal Employment Opportunity

12. The Recipient agrees to abide by the Equal Employment Opportunity Clause for Contracts Subject to Executive Order #11246, as described in <u>Attachment 4</u>, attached hereto and made a part thereof.

ARTICLE XIII

Procurement

13. The Recipient shall be required to adhere to the following procurement requirements on their purchase of materials, supplies and equipment:

Any purchase or aggregate purchase of \$5,000 OR more will require a formal bid procedure (advertising and sealed bids).

IN WITNESS WHEREOF, the parties hereto duly executed this agreement the date and year first shown above written.

Signature page to follow

Remainder of page intentionally left blank

ESCAMBIA COUNTY, a political Subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By:_____ Steven Barry, Chairman **ATTEST: Pam Childers Clerk of the Circuit Court** By:_____ Deputy Clerk BCC Approved: September 24, 2015 **RECIPIENT: Escambia-Pensacola Human Relations Commission** Witnessed: By: Sylvia Tisdale, Chairman of the Board Print Name:_____ Approved as to form and legal Print Name: sufficiency. By/Title: Date: STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before this day of _____, 2015 by Sylvia Tisdale, Chairman of the Board of Escambia-Pensacola Human Relations Commission, who did not take an oath and who:

is/are personally known to me. produced current Florida driver's license as identification. produced current _____as identification.

Signature of Notary Public

Name of Notary Printed

My Commission Expires: _____ Commission Number: _____

I. <u>SCOPE OF SERVICES</u>

The Pensacola-Escambia Human Relations Commission (HRC) will administer Section 58, Article IV of the Code of Ordinances of Escambia County. The Pensacola-Escambia Human Relations Commission will exercise those duties and powers as prescribed by the Code of Ordinances.

The County will provide <u>\$ 18,500.00</u> of CDBG Funds for the administration of its Fair Housing Ordinance. The CDBG funds must directly be spent on administrative expenses and program activities associated with the Fair Housing Ordinance and public education regarding same.

The Pensacola-Escambia Human Relations Commission will also be required to provide, at a minimum, the following:

- Public awareness brochures and programs/workshops designed to promote and inform the community regarding the Fair Housing Ordinance, equal access and equal opportunity in Housing within Escambia County. <u>Specifically, in relation to the latest Analysis of</u> <u>Impediments to Fair Housing Choice (AI) provided by the Escambia Consortium, trainings</u> <u>should provide greater focus on providing materials that:</u>
 - (a) <u>Inform landlords about reasonable accommodations related to disabilities.</u>

The HRC will be asked to provide verification that this is accomplished by the end of this contract period.

- 2. Semi-annual reports to County Commission concerning the status of housing discrimination in the County and the enforcement of the provisions of this ordinance along with recommendations concerning methods by which to reduce such discrimination.
- 3. Monthly reports to the County concerning each housing discrimination claim categorized by race and gender.

II. SPECIAL REQUIREMENTS

The Recipient shall include in all advertisements and/or promotions a statement that whole or partial funding of the project is supplied by Escambia County's Community Development Block Grant or wording to that effect.

III. RECIPIENT INFORMATION

CONTACT PERSON: Rebecca Hale - (850) 437-0510

2257 North Baylen St., Pensacola, FL 32501

IV. MONTHLY REPORTS

- A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County.
- B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the report period.

- C. A copy of all canceled checks and bank statements during that previous report period must be attached to the monthly report to verify payment of earlier invoices and billings in order for this office to reimburse the agency for eligible project or program costs.
- D. The monthly report is due on the final working day of each month.
- E. Monthly reports not submitted shall give cause for further payments to the recipient being withheld.

ATTACHMENT 2

The Recipient shall adhere to the following line items in performing the services required under this contract.

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION FISCAL YEAR 2015 - 2016 BUDGET

Salary* \$18,000.00

Annual Audit

<u>500.00</u> \$ 18,000.00

*<u>Note</u>: Salary costs are for services provided by the following positions:

Executive Director - up to 25% of time spent. Fair Housing Specialist - up to 50% of time spent.

The Executive Director will designate the staff person who will perform as the Fair Housing Specialist.

I. BUDGET REVISION

The Recipient will be allowed to shift up to 15% of the total contract amount the above line items without official Board approval. Any such revisions must be documented in <u>writing</u> to Neighborhood Enterprise Division (NED). Any revision exceeding the 15% level will require approval by the Board of County Commissioners.

II. AUDIT REQUIREMENTS

The Recipient shall provide the County with an audit report showing the financial affairs of the Recipient during the period of the contract.

III. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Documentation must be submitted to equal actual expenditures. Any line item not included in the budget will be an ineligible expenditure.

IV. PROJECT EVALUATION, MONITORING AND REVIEW

- 1. This program can be monitored during the period of the contract. The Recipient shall provide any reasonable information and/or materials including personnel records to the person monitoring the project to provide assurance that the contract is being adhered to in a legal manner.
- 2. The County reserves the right to evaluate and review this contract and its effectiveness. If found not to effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; sub-section 6.1.

Attachment 3

PAYMENT REQUEST FORM

Name	Request Number
Address	Contract Number
Zip	_ Phone Number
Date Payment Request Submitted	
Date Payment Desired	
1. Total funds you have received thus far	\$
2. Actual disbursements made thus far	\$
3. Total funds remaining budget	\$
4. Funds required	\$
5. Funds requested but not yet received	\$
6. Total funds to be received from this request	\$
 Number of days before the amount on line 5 is to be disbursed (must be less than three days) 	

I certify that the report data above is correct and the amount of this payment request is not in excess of the current needs and is required for reimbursement of payment previously made for eligible activities.

Authorized Signature

Position Comments Bank______ Account # _____

MONTHLY STATUS REPORT

				EPORT #
TO:	ESCAMBIA COUNTY C/O NEIGHBORHOOD ENTER	PRISE DIVISION		
FRO	M:			
I	PROJECT:		_CONTRACT	#
I			_	

- I. PROGRESS REPORT
 - A. DESCRIBE IN <u>DETAIL</u> WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD. LIST CHECK NUMBER, VENDOR, EMPLOYEE AND FOR WHAT ITEM. USE SEPARATE SHEET IF NECESSARY.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

II. FINANCIAL REPORT

	CONTRACT AMOUNT \$
Expenditures: Month of	, 20
ITEM	COST
Total expenditures this period	\$
Remaining contract amount	\$
Balance end of his reporting period	\$
Comments	
I certify, that to the best of my knowledge, the	data reported is correct.
A	uthorized Signature
Date F	Position

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

- 1. Certification Regarding Non-Segregated Facilities
- 2. Compliance with Air and Water Acts
- 3. EEO Compliance and Anti-Discrimination Provisions
- 4. Copeland Anti-Kickback Act Provisions
- 5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
- 6. Title VI of the Civil Rights Act of 1964, and amendments thereto
- 7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
- 8. Executive Order 11063, as amended by Executive Order 12259
- 9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
- 10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
- 11. Section 202(a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
- 12. Architectural Barriers Act (as applicable)
- 13. Americans with Disabilities Act Protections (as applicable)
- 14. Energy Policy and Conservation Act
- 15. Sections 503/504 of the Rehabilitation Act of 1973
- 16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
- 17. Labor Standards Provisions to the extent required by Section 110 of the housing and Community Development Act of 1974 and amendments thereto
- 18 . Minority and Women Owned Business Identification and Utilization

Standard Provisions (Continued)

- 19. Affirmation Acton in Employment and Employment Matters
- 20. Section 3 of the Housing and Community Development Act of 1968, as amended
- 21. Age Discrimination Act of 1975
- 22. Provisions Regarding Access to and Maintenance of Records
- 23. Conflict of Interest Provisions
- 24. Anti-Lobbying Certification
- 25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
- 26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients (24 CFR Part 24)
- 27. Ownership of Project Copyrights and Patents (if applicable)
- 28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
- 29. Constitutional Prohibition prohibiting the use of CDBG funds for religious activities or the provision of CDBG funds to primarily religious entities for any activities, including secular activities.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

Escambia-Pensacola Human Relations Commission will provide a drug-free 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 prohibitions;
- (b) Establishing a 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;
- (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 employer 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 of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - 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;
- (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).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: Escambia-Pensacola Human Relations Commission Date: October 1, 2015

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: <u>B-15-UC-12-0012</u>

Escambia-Pensacola Human Relations Commission shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: 2257 North Baylen Street

Pensacola, FL 32501

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: TWO (2)

SIGNED:

Certifying Officer

<u>ANTI-LOBBYING</u> CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date:_____

Certifying Official

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false 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/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____

Name: _____

Firm/Agency: Escambia-Pensacola Human Relations Commission

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. <u>Purpose</u>: THIS SECTION includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and any Subcontractors must conform with the following:

2. <u>Standard Contract Provisions</u> (Full Text Attached)

All applicable Federal provision are attached including:

- 1. Certification of Non-Segregated Facilities
- 2. Compliance with Air and Water Acts
- 3. EEO Compliance Certification
- 4. Americans with Disabilities Act (ADA)
- 5. Anti-Kickback Act
- 6. Executive Order 11246/Affirmative Action
- 7. Title VI of the Civil Rights Act
- 8. Lead Based Paint Prohibition
- 9. Flood Hazards Mitigation (where applicable)
- 10. Architectural Barriers Act (where applicable)
- 11. Energy Policy and Conservation Act
- 12. Section 503 and 504 of the Rehabilitation Act of 1973
- 13. Contract Work Hours and Safety Act
- 14. Minority and Women owned Business Listings

Each should be carefully reviewed to assure existing compliance and/or the capacity to comply with said provisions.

3. Affirmative Action Plan

Agency shall operate its employment, training and related affairs in a manner so as to affirmatively support equal employment provisions of Federal Law.

 HUD Section 3 Plan and Compliance Requirements (if applicable to this project) Any successful Vendor must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

5. Access to Related Documents

Comptroller General of the United States, or any duly authorized representative of such Contracting with Escambia County, Department of Housing and Urban Development, the agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least five (5) years and longer should they be the subject of inspection, litigation, or under review.

6. Interest of Certain Federal and Other Officials

A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: <u>Provided</u>, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

7. Reporting, Copyrights, and Patents

Any reports, statistics, cost data, or related documentation of project related activity required by Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee. Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

 A. <u>Activities and Contracts Not Subject to Executive Order 11246</u>, <u>As Amended</u> (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under).

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

(1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. (2) The Contracting entity and subcontractors thereto or shall post in conspicuous places available to employees and applicants for employment, notices to be

provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- (3) A stipulation that as a condition for the award of the contract prompt notice of Federal Activities, EPA, indicating that a facility utilized or will be given of any notification received from the Director's office to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

10. <u>SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS</u> <u>AND ACCIDENT PREVENTION</u>

- A <u>Lead Based Paint Hazards</u> (Applicable to contracts for construction, rehabilitation or conversion of residential structures) The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the sue of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.
- B. <u>Flood Prevention and Protection</u> (Applicable to acquisition, rehabilitation and construction activities)

Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for sue in any area that has been identified by the Secretary of Housing and Activities undertaken under this contract are subject to the provisions of the Flood Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

11. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deeded necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of five years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

12. <u>Conflict of Interest of Officers or Employees of the Contracting Entity/Local</u> <u>Jurisdiction, Members of the Local Governing Body, or Other Elected Officials</u>

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. Minority and Female Contractor Associations

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/ Jacksonville Office, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, <u>including</u> those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

1. A minimum wage of \$7.25/hour be paid, unless the Florida Minimum Wage is higher in which instance the higher of the two shall be paid;

- 2. Forty hours constitutes a standard workweek;
- 3. "Time and one-half" rates be paid for work in excess of these maximums;
- 4. Employers are liable to employees for payment of overtime;
- 5. Equal pay for equal work is required as it effects male and female workers in the same classification;
- 6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
- 7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
- Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

15. <u>Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063</u> <u>Regarding Fair Housing</u>

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

16. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. Preservation of Historically Significant Properties

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

18. <u>Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or</u> <u>Subcontractors</u>

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

CERTIFICATION OF RECEIPT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM REGULATIONS CODIFIED AT 24 CFR PART 570 and OMB CIRCULAR A-122, OMB CIRCULAR A-133, and applicable portions of OMB CIRCULAR A-110

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CRR Part 570, as promulgated by the U.S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management Circulars issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-122 (Cost Principles for Non-Profit Organizations"), A-133 (Audits of Institutions of Higher Education and Other Nonprofit Institutions") and applicable portions of A-110, as implemented at 24 CFR Part 84 ("Uniform Requirements for Grants and Agreements with Institutions" of Higher Education, Hospitals and Other Non-Profit Organizations"). I/We have reviewed the Regulations and Circulars and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations and Circulars should be resolved by contacting Escambia County's CDBG Program representative. If the issue or question cannot be resolved by the County's CDBG Representative, the issue will be submitted to the U.S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County's CDBG Program Representative by this agency.

Escambia-Pensacola Human Relations Commission

Ву:_____

Date:_____



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8988	County Administrator's Report 13. 10.	
BCC Regular M	eeting Budget & Finance Consent	
Meeting Date:	09/24/2015	
Issue:	Amendment #1 to Agreement for SHIP Housing Repair Assistance Project with Community Action Program Committee, Inc.	
From:	Tonya Gant, Director	
Organization:	Neighborhood & Human Svcs	
CAO Approval:	jrb	

RECOMMENDATION:

Recommendation Concerning Amendment #1 to Agreement for SHIP Housing Repair Assistance Project with Community Action Program Committee, Inc. - Tonya Gant, Neighborhood & Human Services Director

That the Board take the following action concerning Amendment #1 to the Agreement for SHIP Housing Repair Assistance Project with Community Action Program Committee, Inc.:

A. Approve Amendment #1 to the Agreement for SHIP Housing Repair Assistance Project with Community Action Program Committee, Inc., to extend the effective period through December 31, 2015; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and related documents as required to complete the Project.

[Funding: Fund 120/SHIP 2015, Cost Center 370201 (formerly 220445)]

BACKGROUND:

On September 24, 2014, the Board approved the Agreement for SHIP Housing Repair Assistance with Community Action Program Committee, Inc. (CAPC) providing for \$150,000 in 2015 State Housing Initiatives Partnership (SHIP) Program funds for housing repair assistance and \$7500 in administrative support (see Exhibit II for Board Minutes). CAPC planned to utilize the SHIP funds in conjunction with their Weatherization funding from the Department of Economic Opportunity, which was delayed until late April. Due to this delay, CAPC requested a contract extension (Exhibit II) in order to complete repair jobs and applications in progress. No funds have been expended to date. Eight clients are currently approved, with repair jobs in progress, and three additional clients are in application. Amendment #1 (Exhibit III) to the Agreement provides for an extension through December 31, 2015 to allow CAPC to complete applications and repair work. Any funds not expended by December 31, 2015 will be released to the County for its repair programs.

BUDGETARY IMPACT:

2015 SHIP funds are budgeted in Fund 120, Cost Center 370201. No additional funds have been requested.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Amendment has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No impact relating to County personnel associated with this Amendment.

POLICY/REQUIREMENT FOR BOARD ACTION:

Amendment #1 to the existing Agreement must be approved by the Board to extend the effective date.

IMPLEMENTATION/COORDINATION:

Oversight of the Agreement will be provided by the Neighborhood Enterprise Division (NED). NED will continue to provide technical support to CAPC in reviewing client eligibility and associated document preparation.

Attachments

Ex I-BCC agenda CAP SHIP Ex II-CAP extension request Ex III-CAP SHIP Amendment

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

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

8. <u>SHIP Agreement/Housing Repair Assistance Project</u>

Motion made by Commissioner Robertson, seconded by Commissioner Robinson, and carried 4-0, with Commissioner Valentino absent, taking the following action regarding the State Housing Initiatives Partnership (SHIP) Agreement with the Community Action Program the Committee, Inc. (CAP) (Funding: Fund 120, 2015 SHIP, Cost Center 220445):

- A. Approving the Agreement for the SHIP Housing Repair Assistance Project between Escambia County and CAP to provide \$157,500 in SHIP Program and Administrative funds to support housing repair activities for eligible homeowners in Escambia County; and
- B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all Project-related documents, as required to implement the Project.

<u>For Information:</u> Commissioner May disclosed that he serves on the Community Action Board of Directors.

9. Affordable Homeownership Revolving Loan Agreement

Motion made by Commissioner Robertson, seconded by Commissioner Robinson, and carried 3-0, with Commissioner Valentino absent and Commissioner May abstaining *(and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers)*, taking the following action regarding the Affordable Homeownership Revolving Loan Agreement with Community Enterprise Investments, Inc. (CEII) (Funding: Fund 124/Affordable Housing, Cost Center 220406):

- A. Approving the Affordable Homeownership Revolving Loan Agreement with CEII, committing a maximum of \$100,000 from Fund 124/Affordable Housing to finance the construction, rehabilitation, or renovation of affordable single-family homes for sale to qualified low and moderate income home buyers; and
- B. Authorizing the Vice Chairman to execute the Agreement and all related documents as required to implement the project.

EXHIBIT II



AUG 2 8 2015 BY: 10 / MPA

August 22, 2015

Meredith Nunnari, Division Manager Neighborhood Enterprise Division Community & Environment Department 223 Palafox Place Pensacola, Florida 32502

Re: 2015 SHIP CAP Agreement

Dear Mrs. Nunnari,

The Community Action Program Committee Inc. will not meet its obligations to complete and drawdown funds before September 30th contract maturity. We would greatly benefit from an extension through November 31, 2015.

Our approach to utilizing SHIP funds includes leveraging of other programs funds through the State of Florida Weatherization program. The delays in the state of Florida budget approval delayed our efforts.

I appreciate your support. Feel free to contact me if you have any questions.

Best regards-

and David Powell

Human Resource Director

AMENDMENT #1 AGREEMENT FOR SHIP HOUSING REPAIR ASSISTANCE PROJECT (Agency: COMMUNITY ACTION PROGRAM COMMITTEE, INC.)

THIS AMENDMENT is made and entered into this 24TH day of SEPTEMBER, 2015, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the **"County,"** and **COMMUNITY ACTION PROGRAM COMMITTEE, INC.**, a not for profit corporation organized under the laws of the State of Florida (FEID #59-1118735), hereinafter referred to as the **"Recipient,"** for the sole purpose of assisting qualified applicants for the SHIP Housing Repair Assistance Project ("the Project") through the use of funds provided by the Escambia/Pensacola State Housing Initiatives Partnership Program ("SHIP Program", "the Program").

WITNESSETH:

WHEREAS, the County has elected to participate in the SHIP Program in order to create and preserve affordable housing to meet the needs of the citizens of Escambia County, Florida; and

WHEREAS, the SHIP Program provides that the County may enter into agreements with non-profit agencies, private corporations, and/or other governmental agencies for purposes of implementing the Program; and,

WHEREAS, on September 4, 2014, the County entered an Agreement with the Recipient for the purpose of implementing the SHIP Housing Repair Assistance Project; and

WHEREAS, the County and Recipient now wish to amend the original Agreement to extend the term of the Agreement under the general terms and conditions as cited in the existing Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Recipient hereby agree to amend the Agreement for the SHIP Housing Repair Assistance Project, dated September 4, 2014, as follows:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. ARTICLE VI, Section 6 of the Agreement dated September 4, 2014, is hereby amended to read as follows:

6. This Agreement shall be effective for the period beginning the 4th day of September, 2014, and shall terminate on September 30, December 31, 2015, unless canceled sooner with or without cause by any party giving thirty (30) days prior written notice of such cancellation.

SECTION 3. ARTICLE 14, Section 14.5 of the Agreement is hereby deleted in its entirety.

SECTION 4. All other provisions of the original Agreement and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

SECTION 5. This Amendment shall become effectiveon the date last executed by the parties.

SECTION 6. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

[SIGNATURE PAGE FOLLOWS]

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By:

Steven Barry, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

BCC Approved: September 24, 2015

By: _____ Deputy Clerk

(SEAL)

Escambia County Legal Department Approval: Approved as to form and legal sufficiency. By/Title: Date:

COMMUNITY ACTION PROGRAM COMMITTEE INC., a not for profit corporation organized under the laws of the State of Florida

WITNESSED:

By: Print Name:

By:

Linda Moultrie, Chair, Board of Directors

By: Print Name:

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this day of , 2015, by Linda Moultrie, Chair, Community Action Program Committee, Inc., who did not take an oath and who:

is/are personally known to me.

produced current Florida driver's license as identification.

produced current as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed My Commission Expires: _____ Commission Number:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8991	County Administrator's Report 13. 11.	
BCC Regular M	eeting Budget & Finance Consent	
Meeting Date:	09/24/2015	
Issue:	Amendment #1 to Agreement for SHIP Volunteer-Based Disaster Housing Recovery Project	
From:	Tonya Gant, Director	
Organization:	Neighborhood & Human Svcs	
CAO Approval:		

RECOMMENDATION:

Recommendation Concerning Amendment #1 to Agreement for SHIP Volunteer-Based Disaster Housing Recovery Project with United Way of Escambia County, Inc. - Tonya Gant, Neighborhood & Human Services Director

That the Board take the following action concerning Amendment #1 to the Agreement for SHIP Volunteer-Based Disaster Housing Recovery Project with United Way of Escambia County, Inc.:

A. Approve Amendment #1 to the Agreement for SHIP Volunteer-Based Disaster Housing Recovery Project with United Way of Escambia County, Inc. to extend the effective period through March 31, 2016; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and related documents as required to complete the Project.

[Funding: Fund 120/SHIP 2015, Cost Center 370201 (formerly 220445)]

BACKGROUND:

On October 9, 2014 the Board approved the Agreement for SHIP Volunteer-Based Disater Housing Recovery Project with United Way of Escambia County, Inc. (United Way), providing for \$150,000 in State Housing Initiatives Partnership (SHIP) Program funding for materials, supplies, and subcontract services to be used by qualified volunteer organizations to assist survivors of April 2014 flooding (see Exhibit I for Board minutes). Completion of repairs has been dependent on the availability of qualified volunteer groups as well as intensive case management and legal aid to enable clients to be eligible for SHIP funding. The Neighborhood Enterprise Division (NED) assisted with implementation by performing SHIP eligibility screening and client intake. United Way and the Long Term Recovery Group (LTRG) have requested an Amendment (Exhibit II) to extend the Agreement through March 2016 in order to complete open cases and coordinate with volunteer groups that are returning in the fall. Three clients are complete and closed, with approximate expenditures of \$23,500 to date. Four clients have been approved and have repairs in progress and another six clients are in application. Any funds not expended by March 31, 2016 will be released to the County for its repair programs.

BUDGETARY IMPACT:

2015 SHIP funds are budgeted in Fund 120, Cost Center 370201. No additional funds have been requested.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Amendment has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No impact relating to County personnel associated with this Amendment.

POLICY/REQUIREMENT FOR BOARD ACTION:

Amendment #1 to the existing Agreement must be approved by the Board to extend the effective date.

IMPLEMENTATION/COORDINATION:

Oversight of the Agreement will be provided by the Neighborhood Enterprise Division (NED). NED will continue to provide technical support to United Way and LTRG case managers in reviewing client eligibility and associated SHIP document preparation.

Attachments

Ex I-BCC Agenda SHIP United Way Ex II-SHIP United Way Amendment

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-23. Approval of Various Consent Agenda Items Continued
 - 14. Taking the following action regarding the State Housing Initiatives Partnership (SHIP) Agreement with United Way of Escambia County, Inc. (United Way) (Funding: Fund 120, 2015 SHIP, Cost Center 220445):
 - A. Approving the SHIP Volunteer-Based Disaster Housing Recovery Project Agreement between Escambia County and United Way to provide \$150,000 in SHIP funds to enable qualified volunteer organizations to access funds for materials, supplies, and subcontract services required to assist survivors of the Presidentially Declared April 2014 Flood Event in Escambia County with uncompensated repairs to their impacted homes; and
 - B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all Project-related documents, as required to implement the Project.
 - 15. Taking the following action concerning the 2014/2015 Emergency Solutions Grant (ESG) Agreement with Loaves and Fishes Soup Kitchen, Inc. (Funding: Fund 110, ESG, Cost Center 220561):
 - A. Approving an ESG Agreement with Loaves and Fishes Soup Kitchen, Inc., detailing the utilization of a maximum of \$87,689 to support salary and/or operational costs of the Loaves and Fishes Homeless Center located at 257 East Lee Street, effective October 1, 2014, through September 30, 2015; and
 - B. Authorizing the Chairman or Vice Chairman to execute the subject Agreement and all related documents required to complete the Project.

AMENDMENT #1 AGREEMENT FOR SHIP VOLUNTEER-BASED DISASTER HOUSING RECOVERY PROJECT

(Agency: UNITED WAY OF ESCAMBIA COUNTY, INC.)

THIS AMENDMENT is made and entered into this 24TH day of SEPTEMBER, 2015, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the **"County,"** and **UNITED WAY OF ESCAMBIA COUNTY, INC**, a not for profit corporation organized under the laws of the State of Florida (FEID #590651076), hereinafter referred to as the **"Recipient,"** for the sole purpose of performing the duties of financial fiduciary to enable qualified volunteer organizations to access funds for materials, supplies and subcontract services required to assist survivors of the Presidentially Declared April 2014 Flood Event in Escambia County with uncompensated repairs to their impacted homes through the use of funds provided by the Escambia/Pensacola State Housing Initiatives Partnership Program ("SHIP Program", "the Program").

WITNESSETH:

WHEREAS, the County has elected to participate in the SHIP Program in order to create and preserve affordable housing to meet the needs of the citizens of Escambia County, Florida; and

WHEREAS, the SHIP Program provides that the County may enter into agreements with non-profit agencies, private corporations, and/or other governmental agencies for purposes of implementing the Program; and,

WHEREAS, on October 9, 2014, the County entered an Agreement with the Recipient for the purpose of implementing the SHIP Volunteer-Based Disaster Housing Recovery Project; and

WHEREAS, the County and Recipient now wish to amend the original Agreement to extend the term of the Agreement under the general terms and conditions as cited in the existing Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Recipient hereby agree to amend the Agreement for the SHIP Volunteer-Based Disaster Housing Recovery Project, dated October 9, 2014, as follows:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. ARTICLE VI, Section 6 of the Agreement dated October 9, 2014, is hereby amended to read as follows:

6. This Agreement shall be effective for the period beginning the 9th day of October, 2014, and shall terminate on September 30, 2015 March 31, 2016, unless canceled sooner with or without cause by any party giving thirty (30) days prior written notice of such cancellation.

SECTION 3. ARTICLE 14, Section 14.5 of the Agreement is hereby deleted in its entirety.

SECTION 4. All other provisions of the original Agreement and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

SECTION 5. This Amendment shall become effective on the date last executed by the parties.

SECTION 6. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

[SIGNATURE PAGE FOLLOWS]

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By: ___

Steven Barry, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

BCC Approved: September 24, 2015

By: _____

Deputy Clerk

(SEAL)

Escambia County Legal Department Approvala

sufficiency. By/Title: Date: ()

UNITED WAY OF ESCAMBIA COUNTY, INC., a non-profit corporation chartered in the State of Florida

WITNESSED:

By:_____

By:

David Peaden, Chairman

Print Name

By:_____

Print Name

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by <u>David Peaden, Chairman, Board of Directors, United Way of Escambia County, Inc.</u>, who did not take an oath and who:

is/are personally known to me.

____ produced current Florida driver's license as identification.

____ produced current _____ as identification.

(Notary Seal must be affixed)

Signature of Notary Public

Name of Notary Printed My Commission Expires: _____ Commission Number: _____



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8953	County Administrator's Report 13. 12.	
BCC Regular M	eeting Budget & Finance Consent	
Meeting Date:	09/24/2015	
Issue:	2015 HOME Investment Partnerships Act Program Interlocal Agreements with the City of Pensacola and Santa Rosa County	
From:	Tonya Gant, Director	
Organization:	Neighborhood & Human Svcs	
CAO Approval:		

RECOMMENDATION:

Recommendation Concerning Approval of the 2015 HOME Investment Partnerships Act Program Interlocal Agreements with the City of Pensacola and Santa Rosa County - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning implementation of the 2015 HOME Investments Partnerships Act (HOME) Program Grant (#M-15-DC-12-0225):

A. Approve the Interlocal Agreement for HOME Investment Partnerships Act Program with the City of Pensacola, providing for utilization of \$133,697 (program and administrative support) in 2015 HOME funds, to support approved Substantial Rehabilitation/Reconstruction housing assistance and related project management activities within the City of Pensacola;

B. Approve the Interlocal Agreement for HOME Investment Partnerships Act Program with the Santa Rosa County, providing for utilization of \$181,043 (program and administrative support) in 2015 HOME funds, to support approved Homebuyer and Substantial Rehabilitation/Reconstruction housing assistance and related project management activities within Santa Rosa County; and

C. Authorize the Chairman or Vice Chairman to execute the Interlocal Agreements and all documents required to implement HOME project activities.

[Funding: Fund 147, HOME, Cost Center 370267]

BACKGROUND:

The Board approved submission of the Escambia Consortium's 2015 Annual Plan for Housing and Community Development on July 23, 2015, including HOME funding and activities to be undertaken by Escambia Consortium members (Escambia County, the City of Pensacola, and Santa Rosa County). The Annual Plan as approved by all participating jurisdictions and advertised for public information outlined the use of 2015 HOME funds (see Exhibit I).

With approval of the Plan by the U.S. Department of Housing and Urban Development (HUD), the funds will be available for use on or about October 1, 2014. In order to prepare for implementation of HOME activities, Interlocal Agreements must be entered with the City of Pensacola (Exhibit II) and Santa Rosa County (Exhibit II) to provide for utilization of their 2015 HOME allocations.

The HOME Program was initiated by HUD in 1991 as a key element of the National Affordable Housing Act. The program is designed for the production and preservation of affordable rental and owner occupied housing. The Board and the City of Pensacola entered into a Consortium for purposes of receipt of HOME funds in 1993, with Santa Rosa County joining the Consortium in 1994.

BUDGETARY IMPACT:

The total 2015 HOME allocation is \$882,771. Funds will be utilized as follows:

JURISDICTION	ACTIVITY	FUNDING
Escambia	Substantial Rehab/Reconstruction	\$384,005
Pensacola	Substantial Rehab/Reconstruction	\$112,553
Santa Rosa	Substantial Rehab/Reconstruction	\$80,000
Santa Rosa	Homebuyer Assistance	\$85,520
CHDO* Set Aside	Affordable Housing Development	\$132,416
ALL jurisdictions	Administration (10% maximum)	\$88,277
	TOTAL FUNDING:	\$882,771

*CHDO refers to a Community Housing Development Corporation as defined in the HOME Program regulations.

The 2015 HOME funds are currently budgeted in Fund 147, Cost Center 370267.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreements were reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

All project level activities will be managed jointly by the Neighborhood Enterprise Division (NED) of the Neighborhood & Human Services Department, City of Pensacola Housing office staff, and Santa Rosa County staff with support from the Clerk's Finance Division for respective financial matters. Such services are provided in the HOME Grant administrative costs per the Interlocal Agreements and approved Annual Plan.

POLICY/REQUIREMENT FOR BOARD ACTION:

Interlocal Agreements are required for participating jurisdictions and must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The City of Pensacola and Santa Rosa County were involved in the preparation of the Annual Plan and are aware of the award of the HOME grant and impending Board action.

Attachments

Ex I-2015 HOME summary Ex II-City HOME interlocal Ex III-Santa Rosa HOME interlocal

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-22. <u>Approval of Various Consent Agenda Items</u> Continued
 - 3. Taking the following action concerning the State of Florida Department of Environmental Protection (DEP) Agreement No. G0409 to provide financial assistance for the Bayou Chico Stormwater Retrofit Project (Funding: Fund 110, Other Grants and Projects, Cost Center to be determined at time of Supplemental Budget Amendment):
 - A. Accepting and approving the DEP Grant Agreement No. G0409 between the State of Florida Department of Environmental Protection and Escambia County, in the amount of \$755,560, for the Bayou Chico Stormwater Retrofit Project; and
 - B. Authorizing the Chairman to sign the Agreement and other future Agreement-related documents, including no cost extensions, pending Legal review and approval, without further action of the Board to complete the Project.

Note: The County Attorney's Office has requested that the Board be made aware of the language, in the last sentence, in Paragraph 31 (Page 12 of 13) of the Agreement: "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

- 4. Taking the following action concerning the Escambia Consortium 2015-2019 Consolidated Plan and 2015 Annual Action Plan (Funding: Fund 129/CDBG, Cost Centers 370222, 370223, and 370224; Fund 147/HOME, Cost Center 370267; and Fund 110/ESG, Cost Center 370293):
 - A. Approving the Escambia Consortium 2015-2019 Consolidated Plan, providing goals, objectives, and strategies for housing and community development during the period October 1, 2015, through September 30, 2020;
 - B. Approving the Escambia Consortium 2015 Annual Action Plan for Housing and Community Development, detailing the use of 2015 Community Development Block Grant (CDBG) funds, in the amount of \$1,644,103; 2015 HOME Investment Partnerships Program (HOME) funds, in the amount of \$882,771; and 2015 Emergency Solutions Grant Program (ESG) funds, in the amount of \$147,378; and

(Continued on Page 16)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

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

1-22. <u>Approval of Various Consent Agenda Items</u> – Continued

- 4. Continued...
 - C. Authorizing the County Administrator to execute all Escambia Consortium 2015-2019 Consolidated Plan and 2015 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2015 CDBG, 2015 HOME, and 2015 ESG Programs.
- 5. Ratifying the following July 23, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:
 - A. Approving the following three Residential Rehab Grant Program Funding and Lien Agreements:
 - (1) The Agreements between Escambia County CRA and Curtis and Elizabeth Hughley, owners of residential property located at 303 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$3,295, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a new roof;
 - (2) The Agreements between Escambia County CRA and Susan H. Herrington, owner of residential property located at 267 Seamarge Lane, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$1,267, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a new roof; and

(Continued on Page 17)

ESCAMBIA CONSORTIUM 2015-2016 HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROPOSED BUDGET AND ACTIVITIES DESCRIPTION FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (Santa Rosa County)

HOMEBUYER ASSISTANCE

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 12-14 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE): HOUSING DEVELOPMENT (CHDO SET-ASIDE)

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

ADMINISTRATION/MANAGEMENT (JOINT)

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2015 HOME Funds Available to the Consortium

(Local match provided through limited SHIP funds and carry forward match balance)

TOTAL 2015 HOME FUNDS PROJECTED

\$384,005

FUNDING

\$85,520 Paymen

\$132,416

\$88,277

\$ 882,771

\$ 882,771 ======

\$80,000

\$112,553

INTERLOCAL AGREEMENT FOR HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

THIS AGREEMENT is made and entered into this <u>24th</u> day of <u>September</u>, 2015, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("ESCAMBIA COUNTY"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **CITY OF PENSACOLA**, a municipality chartered in the State of Florida ("CITY OF PENSACOLA"), whose address is P.O. Box 12910, Pensacola, Florida 32521 for the purpose of receiving and administering activities under the provisions located at 24 CFR, Part 92 which regulate funding provided through the federal HOME Investment Partnerships Program (the "HOME" Program", the "Program") and which regulate the terms under which the City of Pensacola shall provide HOME Program eligible services and assistance to eligible families residing within the City of Pensacola.

WITNESSETH:

WHEREAS, Escambia County and the City of Pensacola have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, both jurisdictions are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and agreements with State agencies, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Program Regulations found at 24 CFR Part 92, hereinafter referred to as "HOME"; and

WHEREAS, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in May 2014, Escambia County and the City of Pensacola have determined that the provision of Substantial Housing Rehabilitation/Reconstruction assistance authorized at 24 CFR Part 92.205, 92.250, 92.251, and 92.252 is a high priority need in the City of Pensacola; and

WHEREAS, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME financed activities to the City of Pensacola, where the Pensacola Housing Office shall administer the City of Pensacola's participation in the HOME Program.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and the City of Pensacola agree as follows:

SECTION 1. Purpose of the Agreement.

This Agreement provides the Mayor of the City of Pensacola the authority and concurrent responsibility required to implement Substantial Housing Rehabilitation activities in the City of Pensacola ("HOME Activities"), as provided for in the **2015** Escambia Consortium HOME Program Description approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. The City of Pensacola shall have direct responsibility for assuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities undertaken in the City of Pensacola according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME regulations (24 CFR Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

SECTION 2. Coordination.

The City of Pensacola agrees to cooperate fully with Escambia County and the Neighborhood Enterprise Division ("NED") of the Escambia County Neighborhood & Human Services Department in all actions related to the HOME Program and related HOME Activities. With regard to HOME fiscal matters, the City of Pensacola and its Housing Office, in cooperation with NED, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of HOME-funded expenditures.

SECTION 3. HOME Program Policies, Procedures and Requirements.

The City of Pensacola, the Pensacola Housing Office, Escambia County, and NED shall cooperate in the development of the policies, procedures and actions required to implement the HOME Substantial Rehabilitation, Homebuyer Assistance and/or Tenant Based Rental Assistance activities in the City of Pensacola, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME activity and administrative funds. The City of Pensacola shall ensure that the HOME Activities provided through the HOME funding referenced herein are administered in accordance with the governing regulations found at 24 CFR Part 92, which have been provided to the City as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference and the Consortium HOME Program Policies and Procedures Manual. The City of Pensacola and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure the provision of HOME activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

Escambia County and the City of Pensacola shall adhere to all applicable Federal, State, and County rules, regulations and policies for the full duration of this Agreement. All parties shall fully conform to the provisions and requirements of the HOME Investment Partnerships Program Regulations. In the event of conflict between the governing regulations, the stricter interpretation shall govern. The City of Pensacola shall fully comply with the uniform administrative, fiscal and project requirements stipulated in the above cited laws and regulations, and in such laws and regulations as may be referenced therein, to the extent applicable. Specific compliance with applicable provisions of Subpart H and Subpart K of 24 CFR Part 92 shall be required at all times with respect to HOME funded aspects of the development. The County assumes Environmental Review obligations under 24 CFR Part 92.352.

Escambia County and the City of Pensacola agree that all actions related to this Agreement shall be undertaken in accordance with applicable provisions of Federal Laws and Regulations *with regard to HOME assisted units*. Such Federal requirements include, but are not limited to: Equal Employment Opportunity, Fair and Equal Access to Housing, Provisions Prohibiting Discrimination, Section 3 Compliance, MBE/WBE Utilization Goals, Affirmative Marketing Measures, Davis-Bacon Labor Standards Provisions (for individual projects exceeding eleven HOME-assisted units), Contract Work Hours Act, Lead-Based Paint Inspection and Treatment Requirements, Conflict of Interest Provisions, Anti-Nepotism Provisions, Displacement and Relocation Requirements, Prohibition Against the use of Federally Debarred or Suspended Contractors or Sub-contractors, and Flood Insurance Provisions. In executing this Agreement, the City of Pensacola certifies that it shall take all actions required to fully comply with said provisions of law. <u>Federal Davis-Bacon wage rates and all related payroll reporting and compliance requirements shall not apply to this agreement as each housing unit will be processed as a single unit.</u>

SECTION 4. Funding.

a) Pensacola HOME Activities:

The maximum 2015 HOME Program funding available to provide assistance to documented eligible,

low/moderate income clients through HOME Activities in the City of Pensacola, Florida, shall be **<u>\$112,553.00</u>**. Said funds are allocated between approved and eligible HOME Activities denoted as follows:

Substantial Rehabilitation/Reconstruction \$112,553.00 of Homeowner Occupied Substandard Housing

Total <u>\$112,553.00</u>

EXHIBITS I and II further detail the requirements associated with the project categories cited above, and regulations referenced therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and the City of Pensacola.

b) Pensacola HOME Activities Payment Processing:

Escambia County, through coordination with NED, shall issue HOME related payments from the Escambia Consortium HOME Trust Fund (Fund 147) for Pensacola HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Pensacola HOME Activities and HOME client eligibility. Payments shall be either made directly to the approved vendor by Escambia County or to the City of Pensacola to reimburse costs that are advanced by the City of Pensacola, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. The City of Pensacola Housing Office shall be programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Pensacola HOME Activities, the eligibility of clients assisted in the City of Pensacola, and all related payments; and further, the City of Pensacola shall be responsible for the repayment of any disallowed costs related to the Pensacola HOME Activities.

c) Pensacola HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME allocation, excluding administrative funds. Based upon the Pensacola HOME Activities funding cited in Section 4(a) above, the City of Pensacola's HOME Activities require a minimum local match of **\$28,138.00** in non-federal funds. If required, the City of Pensacola's local match shall be provided through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program as fiscally administered by Escambia County. Said matching funds shall be expended to: (1) provide SHIP match for mutually designated Substantial Housing Rehabilitation units completed by the City under the terms and conditions of this agreement, and/or (2) provide affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be maintained by Escambia County through consultation with the City of Pensacola. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within the City of Pensacola. Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, the City of Pensacola shall be entitled to payment for HOME Program related administrative services in an amount not to exceed **\$21,144.00**, payable solely from funds currently available under the **2015 Escambia Consortium HOME Grant M-15-DC-12-0225**. Prior to requesting administrative funds from Escambia County, the City of Pensacola shall provide a detailed breakdown of the administrative services to be provided. Upon receipt of said budget detail by the Office of the Escambia County Administrator or Escambia County (NED) administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to the City of Pensacola in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. The City of Pensacola shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2015 Escambia Consortium HOME Grant M-15-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence, Escambia County and the City of Pensacola shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME administrative expenditures under this Agreement, and shall disburse payments in accordance with the terms and conditions of this Agreement.

f) Program Income:

Any HOME Program Income received by the City will be receipted and returned to the County not less than annually. The County will receipt the funds into Fund 147 and IDIS. Program Income funds will be utilized and disbursed on the next available eligible City project.

SECTION 5. Administrative Authority.

Upon written authorization of the County Administrator, the City of Pensacola, or the Pensacola Housing Office, may be authorized to prepare and execute documents and requests required to enter (set-up) and revise City projects in the HUD Integrated Disbursement and Information System (IDIS). However, neither the City of Pensacola nor the Pensacola Housing Office shall be authorized to draw down HOME Program funds from the Escambia Consortium Letter of Credit. Draw down of HOME funding from the Escambia Consortium Letter of Credit shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

SECTION 6. Program Records.

The City of Pensacola assumes responsibility for maintaining all records and documentation related to and supportive of the Pensacola HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. The City of Pensacola shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of six (6) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. The City of Pensacola shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

SECTION 7. Liability.

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. The City of Pensacola shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

SECTION 8. Notices.

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or other nationally recognized overnight courier service, postage pre-paid and addressed to Escambia County and the City of Pensacola at the address set forth first above, with a copy in the case of County to:

Meredith Nunnari, Division Manager Neighborhood Enterprise Division. 221 Palafox Place, Suite 200 Pensacola, Florida 32502 Phone: (850) 595-0022 E-mail: <u>mrnunnari@myescambia</u>

and in the case of the City of Pensacola to:

Ashton J. Hayward, III, Mayor City of Pensacola Pensacola City Hall P.O. Box 12910 Pensacola, Florida 32521 Phone: (850) 435-1626 E-mail: <u>ahayward@cityofpensacola.com</u>

with a copy to the City of Pensacola Housing Office Administrator (or City Designee)

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

SECTION 9. Effective Date, Term, and Termination.

This Agreement shall become effective on <u>October 1, 2015</u>, and this Agreement shall continue for a term of one (1) year from said date or until all of the subject 2015 HOME funds are fully expended and Grant **#M-15-DC-12-0225** is officially closed, or in the event of immediate termination in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement, according to Section 4(e) hereof.

SECTION 10. Nepotism

The City of Pensacola and Escambia County agree to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

SECTION 11. Civil Rights and Anti-Discrimination

a). The City of Pensacola agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

b). All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The City of Pensacola accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder by its elected officials and officers, employees, agents, and representatives.

c). The City of Pensacola will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; 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 City of Pensacola agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

SECTION 12. Understanding of Terms.

(a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

(b) It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(c) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(d) This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

SECTION 13. Compliance with Public Records Laws.

The Parties shall each comply with Florida Public Records laws. The parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that either Party's failure to comply with this provision, within seven (7) days of notice from either Party, shall constitute an immediate and material breach of contract for which either Party may, at its sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

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

[SIGNATURE PAGE FOLLOWS]

ATTEST: Pam Childers Clerk of the Circuit Court ESCAMBIA COUNTY, a political subdivision of the State of Florida, BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

By:_

Steven Barry, Chairman

BCC Approved: September 24, 2015

Approved as to form and legal sufficiency.

By/Title: Date:

CITY OF PENSACOLA, a Municipal corporation chartered in the State of Florida

ATTEST:

By:

Ashton J. Hayward, III, Mayor

Ericka L. Burnett, City Clerk

(SEAL)

APPROVED AS TO CONTENT:

LEGAL IN FORM AND VALID AS DRAWN:

Marcie Whitaker, Housing Administrator

City Attorney

BY:

Deputy Clerk

(SEAL)

EXHIBIT I

2015 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION

ESCAMBIA CONSORTIUM 2015-2016 HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROPOSED BUDGET AND ACTIVITIES DESCRIPTION FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES

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ADMINISTRATION/MANAGEMENT (JOINT)

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2015 HOME Funds Available to the Consortium \$882,771 (Local match provided through limited SHIP funds and carry forward match balance)

TOTAL 2015 HOME FUNDS PROJECTED

\$85,520

\$80.000

\$384,005

\$112.553

FUNDING

\$132,416

\$88,277

\$882,771

EXHIBIT II

HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS (24 CFR PART 92)

THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THE ENTIRETY OF THE HOME RULE AT 24 CFR PARTS 92, ALL AMENDMENTS TO THE RULE, AND ANYSUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PART 92 HAS BEEN PROVIDED TO THE PARTY (IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT CONTAINED IN THIS EXHIBIT.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

The **<u>CITY OF PENSACOLA, FLORIDA</u>** will provide a drug-free 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 prohibitions;
 - (b) Establishing a 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;
- (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 employer 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 of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(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;

(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).

PLACE OF PERFORMANCE FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: CITY OF PENSACOLA, FLORIDA

Date: <u>10/1/15</u>

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-15-DC-12-0225

<u>**CITY OF PENSACOLA, FLORIDA</u>** shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:</u>

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: City of Pensacola Pensacola Housing Office 420 West Chase Street Pensacola, Florida 32502

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Five (5)

SIGNED:_

Certifying Officer Ashton J. Hayward, III, Mayor City of Pensacola

<u>ANTI-LOBBYING</u> <u>CERTIFICATION FOR CONTRACTS, GRANTS, LOANS</u> <u>AND COOPERATIVE AGREEMENTS</u>

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," 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 subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Date:_____

Certifying Official Ashton J. Hayward, III, Mayor City of Pensacola

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false 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/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_

Name: Ashton J. Hayward, III Title: Mayor HOME Investment Partnerships Act (Project Name) <u>M-15-DC-12-0225</u> (Project Number)

Firm/Agency: City of Pensacola, Florida

Street Address: City of Pensacola Housing Office 420 West Chase Street Pensacola, Florida 32502

FR 24.510 & 24 CFR, Part 24, Appendix A

CERTIFICATION OF RECEIPT HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS (24 CFR PART 92)

I/We hereby certify and affirm that Escambia County has provided the City of Pensacola with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92), copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 CFR Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

CITY OF PENSACOLA

By: _

Ashton J. Hayward, III, Mayor

Date: _____

(homecert.wpd)

EXHIBIT III

INTERLOCAL AGREEMENT FOR HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

THIS AGREEMENT is made and entered into this <u>24th</u> day of <u>September</u>, 2015, by and between the COUNTY OF ESCAMBIA, a political subdivision of the State of Florida ("ESCAMBIA COUNTY"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the COUNTY OF SANTA ROSA, a political subdivision of the State of Florida ("SANTA ROSA COUNTY"), whose address is 6495 Caroline Street, Milton, Florida 32570 for the purpose of receiving and administering activities under the provisions located at 24 CFR, Part 92 which regulate funding provided through the federal HOME Investment Partnerships Program (the "HOME" Program", the "Program") and which regulate the terms under which Santa Rosa County shall provide HOME Program eligible services and assistance to eligible families residing within Santa Rosa County.

WITNESSETH:

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

WHEREAS, both Counties are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and agreements with State agencies, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Program Regulations found at 24 CFR Part 92, hereinafter referred to as "HOME"; and

WHEREAS, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in May 2014, Escambia County and Santa Rosa County have determined that the provision of Homebuyer Assistance and Substantial Rehabilitation/ Reconstruction as authorized at 24 CFR Part 92.205, 92.250, and 92.251 is a high priority need in Santa Rosa County; and

WHEREAS, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME financed activities to Santa Rosa County.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and Santa Rosa County agree as follows:

SECTION 1. Purpose of the Agreement.

This Agreement provides the Santa Rosa County Administrator the authority and concurrent responsibility required to implement Homebuyer Assistance activities in Santa Rosa County ("HOME Activities"), as provided for in the **2015 Escambia Consortium HOME Program Description** approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. Santa Rosa County shall have direct responsibility for assuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities undertaken in Santa Rosa County according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME regulations (24 CFR Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

SECTION 2. Coordination.

Santa Rosa County agrees to cooperate fully with Escambia County and Neighborhood Enterprise Division ("NED") of the Escambia County Neighborhood & Human Services Department in all actions related to the HOME Program and related HOME Activities. With regard to HOME fiscal matters, Santa Rosa County, in cooperation with NED, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of HOME-funded expenditures.

SECTION 3. HOME Activities Administrative Requirements.

a) HOME Program Policies, Procedures and Requirements:

Santa Rosa County, Escambia County and NED shall cooperate in the development of the policies, procedures and actions required to implement the HOME Activities in Santa Rosa County, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME activity and administrative funds. Santa Rosa County shall ensure that the HOME Activities provided through the HOME funding referenced herein are administered in accordance with the governing regulations found at 24 CFR Part 92, which have been provided to Santa Rosa County as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference and the Consortium HOME Policies and Procedures Manual. Santa Rosa County and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure the provision of HOME Activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

Escambia County and Santa Rosa County shall adhere to all applicable Federal, State, and County rules, regulations and policies for the full duration of this Agreement. All parties shall fully conform to the provisions and requirements of the HOME Investment Partnerships Program Regulations. In the event of conflict between the governing regulations, the stricter interpretation shall govern. Santa Rosa County shall fully comply with the uniform administrative, fiscal and project requirements stipulated in the above cited laws and regulations, and in such laws and regulations as may be referenced therein, to the extent applicable. Specific compliance with applicable provisions of Subpart H and Subpart K of 24 CFR Part 92 shall be required at all times with respect to HOME funded aspects of the development. Escambia County assumes Environmental Review obligations under 24 CFR Part 92.352.

Escambia County and Santa Rosa County agree that all actions related to this Agreement shall be undertaken in accordance with applicable provisions of Federal Laws and Regulations *with regard to HOME assisted units.* Such Federal requirements include, but are not limited to: Equal Employment Opportunity, Fair and Equal Access to Housing, Provisions Prohibiting Discrimination, Section 3 Compliance, MBE/WBE Utilization Goals, Affirmative Marketing

Measures, Davis-Bacon Labor Standards Provisions (for individual projects exceeding eleven HOME-assisted units), Contract Work Hours Act, Lead-Based Paint Inspection and Treatment Requirements, Conflict of Interest Provisions, Anti-Nepotism Provisions, Displacement and Relocation Requirements, Prohibition Against the use of Federally Debarred or Suspended Contractors or Sub-contractors, and Flood Insurance Provisions. In executing this Agreement, the Santa Rosa County certifies that it shall take all actions required to fully comply with said provisions of law. <u>Federal Davis-Bacon wage rates and all related payroll reporting and compliance requirements shall not apply to this agreement as each housing unit will be processed as a single unit.</u>

SECTION 4. Funding.

a) Santa Rosa HOME Activities:

The maximum **2015** HOME Program funding available to provide assistance to documented eligible, lower income clients through HOME Activities in Santa Rosa County, Florida, shall be **\$165,520.00**. Said funds are allocated between approved and eligible HOME Activities denoted as follows:

HOMEBUYER ASSISTANCE	\$ <u>85,520.00</u>
SUBSTANTIAL REHAB/RECONSTRUCTION	<u>\$80,000.00</u>

EXHIBITS I and II further detail the requirements associated with the project categories cited above, and regulations contained therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and Santa Rosa County.

b) Santa Rosa HOME Activities Payment Processing:

Escambia County, through coordination with NED, shall issue HOME related payments from the Escambia Consortium HOME Trust Fund for Santa Rosa HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Santa Rosa HOME Activities and HOME client eligibility. Payments shall be either made directly to the approved vendor by Escambia County, or to Santa Rosa County to reimburse costs that are advanced by Santa Rosa County, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. Santa Rosa County shall be programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Santa Rosa HOME Activities, the eligibility of clients assisted in Santa Rosa County, and all related payments; and further, Santa Rosa HOME Activities.

c) Santa Rosa HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME allocation, excluding administrative funds. Based upon the Santa Rosa HOME Activities funding cited in Section 4(a) above, Santa Rosa County shall provide a minimum local match of **\$41,380.00** in non-federal funds. Santa Rosa County's State Housing Initiatives Partnership (SHIP) Program fund is an acceptable match source. Said matching funds shall be expended by Santa Rosa County to provide affordable housing for families with incomes

at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be provided to Escambia County upon request, but at least annually, and shall at all times be at least equal to the pro-rata share of HOME funds expended. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within Santa Rosa County, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, Santa Rosa County shall be entitled to payment for HOME Program related administrative services in an amount not to exceed <u>\$15,523.00</u>, payable solely from funds currently available under the **2015 Escambia Consortium HOME Grant M-15-DC-12-0225**. Prior to requesting administrative funds from Escambia County, Santa Rosa County shall provide a detailed breakdown of the administrative services to be provided. Upon receipt of said budget detail by the Office of the Escambia County Administrator or Escambia County's (NED), administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to Santa Rosa County in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. Santa Rosa County shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2015 Escambia Consortium HOME Grant M-15-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence, Escambia County shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME administrative expenditures under this Agreement, and shall disburse payments in accordance with the terms and conditions of this Agreement.

f) Program Income:

Any HOME Program Income received by Santa Rosa County will be receipted and returned to Escambia County not less than annually. Escambia County will receipt the funds into Fund 147 and IDIS. Program Income funds will be utilized and disbursed on the next available eligible Santa Rosa project.

SECTION 5. Administrative Authority.

Santa Rosa County is not authorized to prepare and execute documents and requests required to enter (set-up) or draw down HOME Program funds from the Escambia Consortium Letter of Credit. Such actions shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

SECTION 6. Program Records.

Santa Rosa County assumes responsibility for maintaining all records and documentation related to and supportive of the Santa Rosa HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. Santa Rosa County shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of six (6) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. Santa Rosa County shall county to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

SECTION 7. Liability.

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement. Santa Rosa County shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

SECTION 8. Notices.

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or other nationally recognized overnight courier service, postage pre-paid and addressed to Escambia County and Santa Rosa County at the address set forth first above, with a copy in the case of County to:

Meredith Nunnari, Division Manager Neighborhood Enterprise Division. 221 Palafox Place, Suite 200 Pensacola, Florida 325013 Phone: (850) 595-0022 E-mail: mrnunnari@myescambia.com

and in the case of Santa Rosa County (Administration) to:

County Administrator Santa Rosa County Santa Rosa County Administration Office 6495 Caroline Street, Suite M Milton, Florida 32570-4592 Phone: (850) 983-1855 FAX: (850) 983-1856

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

SECTION 9. Effective Date, Term, and Termination.

This Agreement shall become effective on <u>October 1, 2015</u>, and this Agreement shall continue for a term of one (1) year from said date or until all of the subject **2015** HOME funds are fully expended and Grant **#M-15-DC-12-0225** is officially closed, or in the event of immediate termination in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement, according to Section 4(e) hereof.

SECTION 10. Nepotism

Santa Rosa County agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

SECTION 11. Civil Rights and Anti-Discrimination

a). Santa Rosa County agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

b). All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. Santa Rosa County accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

c). Santa Rosa County will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Santa Rosa County agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

SECTION 12. Understanding of Terms.

(a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

(b) It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(c) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(d) This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Offices of the Clerks of the Circuit Court of Escambia County and Santa Rosa County. Each Party shall be responsible for filing the Agreement with the Clerk in their respective jurisdiction.

SECTION 13. Compliance with Public Records Laws.

The Parties shall each comply with Florida Public Records laws. The parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that either Party's failure to comply with this provision, within seven (7) days of notice from either Party, shall constitute an immediate and material breach of contract for which either Party may, at its sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

[SIGNATURE PAGE TO FOLLOW]

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

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

By:_

Steven Barry, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

Clerk of the Circuit Court BCC Approved: September 24, 2015

BY:_____

Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency. By/Title: Date: 6

SANTA ROSA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA

ATTEST:

By:_

. W.D. "Don" Salter, Chairman

Donald C. Spencer Clerk of Courts

BCC Approved:

(SEAL)

PASSED AND ADOPTED BY THE SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 2015, BY A VOTE OF _____ YEAS, ____ NAYS AND ____ ABSENT.

EXHIBIT I

2015 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION

ESCAMBIA CONSORTIUM 2015-2016 HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROPOSED BUDGET AND ACTIVITIES DESCRIPTION FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (Santa Rosa County)

HOMEBUYER ASSISTANCE

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 12-14 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE): HOUSING DEVELOPMENT (CHDO SET-ASIDE)

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

ADMINISTRATION/MANAGEMENT (JOINT)

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2015 HOME Funds Available to the Consortium \$882.771 (Local match provided through limited SHIP funds and carry forward match balance)

TOTAL 2015 HOME FUNDS PROJECTED

\$ 882,771

\$88,277

\$85,520

\$132,416

\$384,005

FUNDING

\$112,553

\$80.000

EXHIBIT II

HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS (24 CFR PART 92)

THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THEREFORE, THE ENTIRE-TY OF THE HOME RULE AT 24 CFR PART 92; ALL AMENDMENTS TO THE RULE; AND ANY SUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PART 92 HAS BEEN PROVIDED TO THE PARTY(IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT CONTAINED IN THIS EXHIBIT.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

SANTA ROSA COUNTY, FLORIDA will provide a drug-free 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 prohibitions;
 - (b) Establishing a 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;
- (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 employer 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 of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

- (f) Taking one of the following actions, within 30 days of receiving notice under subpara-graph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (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;
 - (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).

PLACE OF PERFORMANCE FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: SANTA ROSA COUNTY

Date: 10/1/15

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-15-DC-12-0225

SANTA ROSA COUNTY, FLORIDA shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: Santa Rosa County Administrative Office 6495 Caroline Street Milton, Florida 32570

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Three (3)

SIGNED:_

W.D. "Don" Salter, Chairman Santa Rosa County Board of County Commissioners

ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," 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 subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100.000 for each such failure.

Date: __

Signature: W.D. "Don" Salter, Chairman Santa Rosa County Board of County Commissioners

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false 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/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:		HOME Investment Partnerships Act (HOME)
	W.D. "Don" Salter Chairman	(Project Name) <u>M-15-DC-12-0225</u> (Project Number)

Firm/Agency: Santa Rosa County, Florida

Street Address: Santa Rosa County Administrative Office 6495 Caroline Street Milton, Florida 32570

FR 24.510 & 24 CFR, Part 24, Appendix A

CERTIFICATION OF RECEIPT HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS (24 CFR PART 92)

I/We hereby certify and affirm that Escambia County has provided Santa Rosa County with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92), copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 CFR Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

Santa Rosa County:

By:___

W.D. "Don" Salter, Chairman Board of County Commissioners

Date: _____



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8948	County Adm	inistrator's Report	13. 13.
BCC Regular M	eeting	Budget & Finance Co	onsent
Meeting Date:	09/24/2015		
Issue:	Cancellation of Residential Rehab Grant Program Liens		
From:	Tonya Gant, Director		
Organization:	Neighborhood & Human Svcs		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning the Cancellation of Three Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 24, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Cancellation of the Residential Rehab Grant Program Liens:

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

Property Owner	Address	Amount
Hazel C. Browning	2800 North "E" Street	\$1,650
Linda Hixon	1307 West Avery Street	\$3,545
Colvin L. Jr. and Evelyn D. Rancifer	1611 West Lakeview Avenue	\$2,251

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Neighborhood & HumanServices/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellations.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owner.

Attachments

LienCx_H.Browning-September2015 LienCx_L.Hixon-September2015 LienCx_C&E Rancifer-September2015

STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of <u>\$1,650</u>, executed by <u>Hazel C. Browning</u> and recorded in Official Record Book <u>7228</u> at pages <u>1202-1203</u>, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _

Steven Barry, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: ____

Deputy Clerk

Date Executed:

BCC Approved:_____

Prepared by: Max Rogers, AICP, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Suite 305 Pensacola, FL 32502

Approved as to form and legal sufficiency. By/Title: Date:

Escambla County Clerk's Original

7/24/2014 MAR. II-8

Escambia County Community Redevelopment Agency Residential Rehab Grant Program Administered By: Escambia County Community & Environment Department

Community Redevelopment Agency

Lien Agreement

Applicant Name(s) Hazel C. Browning Address of Property <u>2800 North E Street</u> <u>Pensacola, FL 32501</u> Property Reference No. 18-2S-30-6000-001-044

Total Amount of Lien

<u>\$1,650</u>

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

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

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

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2014068376 09:17 2014 at 09 28 AM OFF REC 8K: 7223 PG' 1202 - 1203 Dog Type. C RECORDING: \$18 50 I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: rowning, Property Owner STATE OF FLORIDA COUNTY OF ESCAMBIA ZOL The foregoing instrument was acknowledged before me this day of known to me or () has produced <u>FLic B655...33..0</u> as identification.) is personally CLARA F. LONG Signature MY COMMISSION # DD985028 EXPIRES: June 04, 2014 (Notary Seal enc Printed Name of Notary Public **Board of County Commissioners of** For: **Escambia County** By: 🥡 Lumon J. May, *Chairmag* Date Executed: PAM CHILDERS ATTEST: Clerk of the Circuit Court **BCC Approved:** Deputy Clerk Approved as to form and legal ESCAMB sufficiency This instrument prepared by: **By/Title** Zakkiyyah Osuigwe, Development Program Manager Date: **Community & Environment Department** Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502

7



Englewood District 2800 N. E Street

Roof Replacement

Project Total \$3,300 Grant Total \$1,650



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of <u>\$3,545</u>, executed by <u>Linda Hixon</u> and recorded in Official Record Book <u>7221</u> at pages <u>542-543</u>, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _

Steven Barry, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: ___

Deputy Clerk

Date Executed:

BCC Approved:_____

Prepared by: Max Rogers, AICP, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Suite 305 Pensacola, FL 32502

Approved as to form and legal sufficiency By/Title: Date:



Escambia County Community Redevelopment Agency Residential Rehab Grant Program Administered By: Escambia County Community & Environment Department

Community Redevelopment Agency

Lien Agreement

Applicant Name Linda Hixon Address of Property 1307 W. Avery Street Pensacola, FL 32501 Property Reference No. 17-2S-30-1000-006-003

Total Amount of Lien

<u>\$3,545</u>

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

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

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

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2014064299 09/03/2014 at 02.11 PM OFF REC BK: 7221 PG: 542 - 543 Doc Type. L RECORDING: \$18 50

Linda Hixon, Property Owner STATE OF FLORIDA COUNTY OF ESCAMBIA 25th day of The foregoing instrument was acknowledged before me this \underline{MavM} , 2014 by Linda Hixon, Property Owner. She () is personally known to me or () has produced US Vetern Affairs as identification. ID CARD Signature of Notary Public Printed Name of Notary Public (Notary Seal) MAXWELL ROGERS Commission # FF 77771 My Commission Expires **Board of County Commissioners of** For: December 18, 2017 **Escambia County** By: Chairman Lumon J PAM CHILDERS Date Executed: Clerk of the Circuit Court BCC Approved: 04 SEA 1.1.111111.V.V. **Deputy Clerk** Pages and the set

For Recipient:

This instrument prepared by: Max Rogers, AICP, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency By/Title: Date:



Brownsville District

1307 W. Avery St.

Sanitary Sewer Connection & Replace Roof

Project Total \$7,090

Grant Total \$3,545



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of <u>\$2,251</u>, executed by <u>Colvin L. Jr. and Evelyn D. Rancifer</u> and recorded in Official Record Book <u>7232</u> at pages <u>1220-1221</u>, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _

Steven Barry, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: ____

Deputy Clerk

Date Executed:

BCC Approved:_____

Prepared by: Max Rogers, AICP, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Suite 305 Pensacola, FL 32502 Approved as to form and legal sufficiency.

By/Title: Date:

Escambia County ⁴ Clerk's Original

7/24/2014 CAL E-8

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

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

Lien Agreement

Applicant Name(s) Colvin L. Jr. and Evelyn D. Rancifer

Address of Property 1611 West Lakeview Avenue 17-2S-30-1000-001-014 Pensacola, FL 32501

Property Reference No.

Total Amount of Lien

\$2,251

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

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

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

> Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2014070516 09/24-2014 at 12:43 PM OFF REC BK: 7232 PG: 1220 - 1221 Doc Type: L RECORDING: \$18.50

For Recipient(s): Rancifer, Jr*P*, Property Owner Evelyn D.\Rancifer, Proper Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

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The foregoing instrument was acknowledged before me this ____ 26th day of 520, 2014 by Colvin L. Rancifer, Jr, Property Owner. He (known to me or (_____) has produced $\frac{f_L}{f_L} \frac{D_{10}}{D_{10}} \frac{L^2}{L^2}$ as identification.) is personally 2640 The foregoing instrument was acknowledged before me this ____ day of , 2014 by Evelyn D. Rancifer, Property Owner. She (__) is personally In Thas produced <u>FL Div. Cic</u> R-521-202 as identification. known to me or (-50-664-0 Signature of Notary Public MAXWELL RUGERS MAXWELL ROGERS Printed Name of Notary Public Commission # FF 77771 **My Commission Expires** December 18, 2017 **Board of County Commissioners of** For: **Escambia County** By: 🔇 Lumon J. May Chairman Date Executed: **PAM CHILDERS** ATTE Limm k of the Circuit Courd BCC Approved: _ 07-24-20/4 buty Cler Approved as to form and legal ESCAN sufficiency This instrument prepared by: **Bv/Title** Zakkiyyah Osuigwe, Development Program Manager Date: **Community & Environment Department Community Redevelopment Agency** 221 Palafox Place, Pensacola, FL 32502



Englewood District 1611 Lakeview Ave.

Roof Replacement

Project Total \$4,503 Grant Total \$2,251





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8947	County Admir	nistrator's Report 13. 14.	
BCC Regular M	eeting	Budget & Finance Consent	
Meeting Date:	09/24/2015		
Issue:	Residential Rehab Grant Program Funding and Lien Agreements		
From:	Tonya Gant, Director		
Organization:	Neighborhood & Human Svcs		
CAO Approval:			

RECOMMENDATION:

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

That the Board ratify the following September 24, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and James Balkom, owner of residential property located at 8 Kennington Drive, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$2,250 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof;

2. The Agreements between Escambia County CRA and Edward W. Spainhower & Bobbi Jeanne Miller - Allbaugh, owners of residential property located at 1006 Decatur Avenue, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$2,936 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install central heating and air conditioning system;

3. The Agreements between Escambia County CRA and Deloris Huff, owner of residential property located at 915 Lucerne Avenue, Pensacola, Florida, in the Palafox Redevelopment District, each in the amount of \$2,790 representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, to install a new roof;

4. The Agreements between Escambia County CRA and Cynthia Griffin, owner of residential property located at 222 South Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, install new windows and central heating and air conditioning system;

5. The Agreements between Escambia County CRA and Jane B. Williamson, owner of residential property located at 7 Audusson Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$3,903 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, install a new roof and new windows;

6. The Agreements between Escambia County CRA and Stella M. Reynolds, owner of residential property located at 2411 North E Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$1,450 representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, Object Code 58301, install a new roof; and

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

BACKGROUND:

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to promote private investment which will upgrade the appearance, property values, and economic activity on selected commercial corridors and residential properties. A rendering of each project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided as follows:

- 1. James Balkom, Warrington TIF, Cost Center 370114, in the amount of \$2,250
- 2. Edward W. Spainhower & Bobbi Jeanne Miller Allbaugh, Warrington TIF, Cost Center 370114, in the amount of \$2,936
- 3. Deloris Huff, Palafox TIF, Cost Center 370115, in the amount of \$2,790
- 4. Cynthia Griffin, Warrington TIF, Cost Center 370114, in the amount of \$6,000
- 5. Jane B. Willamson, Barrancas TIF, Cost Center 370116, in the amount of \$3,903
- 6. Stella M. Reynolds, Englewood TIF, Cost Center 370117, in the amount of \$1,450

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Balkom-September2015 Agreement-Spainhower&Miller-Allbaugh-September2015 Agreement-Huff-September2015 Agreement-Griffin-September2015 Agreement-Williamson-September2015 Agreement-Reynolds-September2015

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>24th</u> day of <u>September</u> <u>2015</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>James Balkom</u>, (the "Recipient"), owner of residential property located at <u>8 Kennington Drive</u>, Pensacola, Florida, <u>32507</u>.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$2,250</u>, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. <u>In-Kind Match</u>: The Recipient shall provide matching funds in the total amount of \$2,250, which shall be comprised of a cash contribution of \$2,250.

4. <u>Project</u>: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. <u>Term:</u> The work to be performed for the Project shall commence after the 24^{th} day of <u>September 2015</u>, and the Project shall be complete on or before the 24^{th} day of <u>December</u> 2015, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. <u>Applicable Laws</u>: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. <u>Indemnification</u>: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. <u>Termination</u>: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. <u>Notice of Termination</u>: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. <u>Subsequent to Termination</u>: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. <u>Property Owner(s) as Independent Contractor</u>. The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. <u>Inspector</u>: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. <u>Payment Process</u>: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to disburse Grant funds to persons not previously designated by the Recipient. 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

 17. <u>Notice:</u> Any notices to the County shall be mailed to: <u>County:</u> Max Rogers, AICP
 Development Program Manager
 Community & Environment Department
 Community Redevelopment Agency
 221 Palafox Place
 Pensacola, Florida 32502

All notices shall be sent by certified mail, return receipt requested.

18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

By: ____

For: Board of County Commissioners of Escambia County

Approved as to form and legal sufficiency. By/Title: Date:

ATTEST:

Steven Barry, Chairman

Date Executed:

BCC Approved: _____

By:_

Deputy Clerk

PAM CHILDERS

Clerk of the Circuit Court

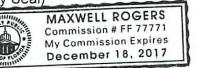
(SEAL)

For Recipient: emes 1

James Balkom, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

(Notary Seal)



Signature of Notary Public MAXWELL ROGERS Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s):James BalkomProperty Address:8 Kennington Drive, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Replace roof.

Escambia County Community Redevelopment Agency Residential Rehab Grant Program Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name James Balkom Address of Property <u>8 Kennington Drive</u> <u>Pensacola, FL 32507</u> Property Reference No. 37-2S-30-9001-080-006

Total Amount of Lien

<u>\$2,250</u>

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

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

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

For Recipient: mes James Balkom, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this day of August _____, 2015 by James Balkom, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal) MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017

MAXWELL ROGERS Printed Name of Notary Public

Board of County Commissioners of For: **Escambia County**

By:

Steven Barry, Chairman

PAM CHILDERS ATTEST: Clerk of the Circuit Court Date Executed: _____

BCC Approved: _____

By: ____

Deputy Clerk

Approved as to form and legal sufficiency. **By/Title** Date:

This instrument prepared by: Max Rogers, AICP, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502



Replace roof

8 Kennington Drive – James Balkom

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>24th</u> day of <u>September</u> <u>2015</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Edward W. Spainhower and</u> <u>Bobbi Jeanne Miller-Allbaugh</u>, (the "Recipients"), owner of residential property located at <u>1006</u> <u>Decatur Avenue</u>, Pensacola, Florida, <u>32507</u>.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. <u>Recitals:</u> The above recitals are incorporated into this Agreement.

2. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$2,936</u>, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. <u>In-Kind Match</u>: The Recipient shall provide matching funds in the total amount of \$2,936, which shall be comprised of a cash contribution of \$2,936.

4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. <u>Term</u>: The work to be performed for the Project shall commence after the <u>24th</u> day of <u>September 2015</u>, and the Project shall be complete on or before the <u>24th</u> day of <u>December</u> <u>2015</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. <u>Termination</u>: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. <u>Notice of Termination</u>: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. <u>Subsequent to Termination</u>: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. <u>Property Owner(s) as Independent Contractor</u>: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. <u>Inspector</u>: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. <u>Payment Process:</u> At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to disburse Grant funds to persons not previously designated by the Recipient. 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

 17. <u>Notice:</u> Any notices to the County shall be mailed to: <u>County:</u> Max Rogers, AICP
 Development Program Manager
 Community & Environment Department
 Community Redevelopment Agency
 221 Palafox Place
 Pensacola, Florida 32502

All notices shall be sent by certified mail, return receipt requested.

18. <u>No Discrimination</u>: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. <u>Entire Agreement</u>: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

ed as to form and legal		For:	Escambia County
Killen D. O	0	By:	
SALIS SALIS	+	_ <u>,</u>	Steven Barry, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
By:	y Clerk	-	BCC Approved:
Deputy	y Clerk		
(SEAL	(SEAL)		
		For	Recipient:
			IN Susiah was Property Owner
		Edwa	rd W. Spainhower, Property Owner
		100	16 Donald Allerent
		Bobb	i Jeanne Miller-Allbaugh, Property Owner
			\mathcal{O}
STATE OF FLC COUNTY OF E			
			efore me this day of
The for	egoing instrument was acknowl	edged b	efore me this day of
me or () has	s produced	as i	ver, Property Owner. He () is personally known to dentification.
			before me this day of
AVENS	2015 by Bobbi Jeann	e Miller-	Allbaudh, Property Owner, She () is personally
known to me or	r (/ has produced FL D	ners	as identification.
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(Notone Cool)	THE POCEDS	i.	Signature of Notary Public
Not The C	MAXWELL ROGERS Commission # FF 77771		Printed Name of Notary Public
	Ay Commission Expires December 18, 2017		
- minute	None of Contract o	4	

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s):Edward W. Spainhower and Bobbi Jeanne Miller-AllbaughProperty Address:1006 Decatur Avenue, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Install central heating and air conditioning system.

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Escambia County Community Redevelopment Agency Residential Rehab Grant Program Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name Edward W. Spainhower and Bobbi Jeanne Miller-Allbaugh Address of Property <u>1006 Decatur Avenue</u> <u>Pensacola, FL 32507</u> Property Reference No. **35-2S-31-1000-080-108**

Total Amount of Lien

<u>\$2,936</u>

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

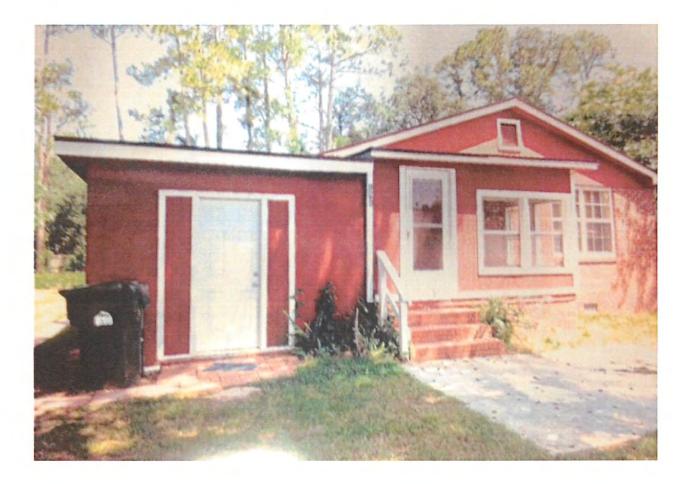
The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent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

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

For Recipient; Edward W. Spainhower, Property Owner Bobbi Jeanne Miller-Allbaugh, Property Owner STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this day of 15 Jones He () is personally known to me or () has produced as identification. The foregoing instrument was acknowledged before me this _____14th_ day of Nover, 2015 by Bobbi Jeanne Miller-Allbaugh, Property Owner. She (__) is personally known to me or (_____) has produced FL Drivers Lic as identification. Signature of Notary Public MAXWELL ROOFIE: (Notary Seal) Printed Name of Notary Public MAXWELL ROGERS Commission # FF 77771 My Commission Expires Board of County Commissioners of For: December 18, 2017 **Escambia County** By: Steven Barry, Chairman Date Executed: PAM CHILDERS ATTEST: Clerk of the Circuit Court BCC Approved: By: _ Deputy Clerk

This instrument prepared by: Max Rogers, AICP, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502 Approved as to form and legal sufficiency.

By/Title: Date:



Install central heating and air conditioning system 1006 Decatur Avenue – Edward W. Spainhower and Bobbi Jeanne Miller-Allbaugh

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>24th</u> day of <u>September</u> <u>2015</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Deloris Huff</u>, (the "Recipient"), owner of residential property located at <u>915 Lucerne Avenue</u>, Pensacola, Florida, <u>32505</u>.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$2,790</u>, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$2,790</u>, which shall be comprised of a cash contribution of <u>\$2,790</u>.

4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>24th</u> day of <u>September 2015</u>, and the Project shall be complete on or before the <u>24th</u> day of <u>December</u> <u>2015</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. <u>Termination</u>: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. <u>Notice of Termination</u>: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. <u>Subsequent to Termination</u>: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. <u>Property Owner(s) as Independent Contractor</u>. The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. <u>Payment Process</u>: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to disburse Grant funds to persons not previously designated by the Recipient. 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

 17. <u>Notice:</u> Any notices to the County shall be mailed to: <u>County:</u> Zakkiyyah Osuigwe, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place Pensacola, Florida 32502

<u>Recipient(s):</u> Deloris Huff 915 Lucerne Avenue Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

Date Executed:

BCC Approved:

By: _____

Steven Barry, Chairman

ATTEST: PAM CHILDERS Clerk of the Circuit Court

By:

Deputy Clerk

(SEAL)

For Recipient:

Deloris Huff, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Signature of Notary Public Bonded Thru Budget Notary Services (Notary Seal) Printed Name of Notary Public

Approved as to form and legal sufficiency. By/Title Date:

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s):Deloris HuffProperty Address:915 Lucerne Avenue, Pensacola, Florida, 32505

The "Project" includes the following improvement to the above referenced property:

Replace roof.

Escambia County Community Redevelopment Agency Residential Rehab Grant Program Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name(s) Deloris Huff Address of Property 915 Lucerne Avenue Pensacola, FL 32505 Property Reference No. 46-1S-30-1100-013-003

Total Amount of Lien

<u>\$2,790</u>

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

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

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

For Recipient:

Deceni Her Deloris Huff, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services (Notary S

Signature of Notary Public rinted Name of Notar

For: Board of County Commissioners of Escambia County

Date Executed:

BCC Approved: _____

By:

Steven Barry, Chairman

ATTEST: PAM CHILDERS Clerk of the Circuit Court

By: ____

Deputy Clerk

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

Approved as to form and legal

sufficiency. **By/Title** Date:



Replace Roof

915 Lucerne Avenue – Deloris Huff

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>24th</u> day of <u>September</u> <u>2015</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Cynthia Griffin</u>, (the "Recipient"), owner of residential property located at <u>222 South Navy Boulevard</u>, Pensacola, Florida, <u>32507</u>.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$6,000</u>, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. <u>In-Kind Match</u>: The Recipient shall provide matching funds in the total amount of <u>\$6,000</u>, which shall be comprised of a cash contribution of <u>\$6,000</u>.

4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. <u>Term</u>: The work to be performed for the Project shall commence after the <u>24th</u> day of <u>September 2015</u>, and the Project shall be complete on or before the <u>24th</u> day of <u>December</u> <u>2015</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. <u>Indemnification</u>: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. <u>Notice of Termination</u>: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. <u>Subsequent to Termination</u>: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. <u>Property Owner(s) as Independent Contractor</u>: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. <u>Payment Process</u>: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to disburse Grant funds to persons not previously designated by the Recipient. 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

 17. <u>Notice:</u> Any notices to the County shall be mailed to: <u>County:</u> Max Rogers, AICP Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place Pensacola, Florida 32502

<u>Recipient:</u> Cynthia Griffin 222 South Navy Boulevard Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _

Steven Barry, Chairman

ATTEST: PAM CHILDERS Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By:_

Deputy Clerk

(SEAL)

For Recipient:

Cynthia Griffin, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \underline{M} day of \underline{M} , 2015 by Cynthia Griffin, Property Owner. She (_) is personally known to me or (X) has produced $\underline{T}_{X} \underline{D} \underline{L}_{202} = \underline{\$} \underline{\$} \underline{D}$ as identification.

(Notary agi)

ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services

Signature of Notary Public Printed Name of Notary Publ

Approved as to form and legal sufficiency. By/Title: Date:

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s):Cynthia GriffinProperty Address:222 South Navy Boulevard, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Install new windows and Install central heating and air conditioning system.

Escambia County Community Redevelopment Agency Residential Rehab Grant Program Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name Cynthia Griffin Address of Property <u>222 South Navy Boulevard</u> <u>Pensacola, FL 32507</u> Property Reference No. 51-2S-30-7062-028-028

Total Amount of Lien

<u>\$6,000</u>

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

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

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

For Recipient; Cynthia Griffin, Property Owner STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this day of , 2015 by Cynthia Griffin, Property Owner. She (X) has produced XDL 200... 810 as identification.) is personally known to me)or (Signature of Notary Public ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 (Notary Sea Bonded Thru Budget Notary Services Printed Name of Notary Public Board of County Commissioners of For: **Escambia County** By: Steven Barry, Chairman

ATTEST: PAM CHILDERS Clerk of the Circuit Court Date Executed: _____

BCC Approved: _____

By:

Deputy Clerk

Approved as to form and legal sufficiency. By/Title: Date: 8/24/5

This instrument prepared by: Max Rogers, AICP, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502



Install new windows and Install central heating and air conditioning system

222 South Navy Boulevard – Cynthia Griffin

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>24th</u> day of <u>September</u> <u>2015</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Jane B. Williamson</u>, (the "Recipient"), owner of residential property located at <u>7 Audusson Avenue</u>, Pensacola, Florida, <u>32507</u>.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. <u>Recitals:</u> The above recitals are incorporated into this Agreement.

2. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$3,903</u>, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. <u>In-Kind Match</u>: The Recipient shall provide matching funds in the total amount of <u>\$3,903</u>, which shall be comprised of a cash contribution of <u>\$3,903</u>.

4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>24th</u> day of <u>September 2015</u>, and the Project shall be complete on or before the <u>24th</u> day of <u>December</u> <u>2015</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. <u>Indemnification</u>: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. <u>Subsequent to Termination</u>: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. <u>Property Owner(s) as Independent Contractor</u>: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. <u>Payment Process</u>: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to disburse Grant funds to persons not previously designated by the Recipient. 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

 <u>Notice:</u> Any notices to the County shall be mailed to: <u>County:</u> Zakkiyyah Osuigwe, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place Pensacola, Florida 32502

<u>Recipient(s):</u> Jane B. Williamson 7 Audusson Avenue Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

By:

For: Board of County Commissioners of Escambia County

Date Executed:

Approved as to form and legal sufficiency. By/Title: Date:

ATTEST:

Steven Barry, Chairman

PAM CHILDERS Clerk of the Circuit Court

BCC Approved:

By:_

Deputy Clerk

(SEAL)

(Notary Seal)

For Recipient:

Jane B. Williamson, Property Owner

IVEW MEXICO

STATE OF FLORIDA COUNTY OF ESCAMBIA CATRON - NE SOLOPPO

The foregoing instrument was acknowledged before me this 177 day of <u>August</u>, 2015 by Jane B. Williamson, Property Owner. She (__) is personally known to me or ($\sqrt{}$) has produced <u>Oriver license</u> as identification.

Signature of Notary Public Stephanie Finch

Printed Name of Notary Public

4

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s):Jane B. WilliamsonProperty Address:7 Audusson Avenue, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Replace roof and Install new windows.

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Escambia County Community Redevelopment Agency Residential Rehab Grant Program Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name(s) Jane B. Williamson Address of Property 7 Audusson Avenue Pensacola, FL 32507 Property Reference No. **59-2S-30-1000-006-019**

Total Amount of Lien

<u>\$3,903</u>

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

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

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

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: 10 BMMN Jane B. Williamson, Property Owner NEW MEXICO STATE OF ELORIDA COUNTY OF ESCAMBIA CATRON SOLOTTO The foregoing instrument was acknowledged before me this _ day of , 2015 by Jane B. Williamson, Property Owner. She (__) is personally known to me or () has produced driver license as identification. Signature of Notary Public nnie (Notary Seal) Printed Name of Notary Public For: Board of County Commissioners of **Escambia County** By: Steven Barry, Chairman Date Executed: _____ ATTEST: PAM CHILDERS Clerk of the Circuit Court BCC Approved: By: _ Deputy Clerk Approved as to form and legal sufficiency. This instrument prepared by: Zakkiyyah Osuigwe, Development Program Manager By/Title

Date:

Community & Environment Department

Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502



Replace Roof and Install New Windows

7 Audusson Avenue – Jane B. Williamson

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>24th</u> day of <u>September</u> <u>2015</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Stella M. Reynolds</u>, (the "Recipient"), owner of residential property located at <u>2411 North E Street</u>, Pensacola, Florida, <u>32501</u>.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. <u>Recitals:</u> The above recitals are incorporated into this Agreement.

2. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$1,450</u>, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. <u>In-Kind Match</u>: The Recipient shall provide matching funds in the total amount of \$1,450, which shall be comprised of a cash contribution of \$1,450.

4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>24th</u> day of <u>September 2015</u>, and the Project shall be complete on or before the <u>24th</u> day of <u>December</u> <u>2015</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. <u>Applicable Laws</u>: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. <u>Notice of Termination</u>: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. <u>Subsequent to Termination</u>: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. <u>Property Owner(s) as Independent Contractor</u>: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. <u>Payment Process:</u> At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to disburse Grant funds to persons not previously designated by the Recipient. 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

 <u>Notice:</u> Any notices to the County shall be mailed to: <u>County:</u> Zakkiyyah Osuigwe, Development Program Manager Neighborhood and Human Services Department Community Redevelopment Agency 221 Palafox Place Pensacola, Florida 32502

<u>Recipient(s):</u> Stella M. Reynolds 2411 North E Street Pensacola, FL 32501

All notices shall be sent by certified mail, return receipt requested.

18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By:

Steven Barry, Chairman

ATTEST: PAM CHILDERS Clerk of the Circuit Court

BCC Approved:

By:_

Deputy Clerk

(SEAL)

For Recipient:

Date Executed: _____

Stella M. Reynolds, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of ________, 2015 by Stella M. Reynolds, Property Owner. She (___) is personally known to me or (_____) has produced <u>FL Drivers</u> <u>Lic</u> as identification.

Signature of Notary Public

WAXWELL ROGERS

Printed Name of Notary Public

Approved as to form and legal sufficiency. By/Title:

(Notary Seal) MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017

4

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s):Stella M. ReynoldsProperty Address:2411 North E. Street, Pensacola, Florida, 32501

The "Project" includes the following improvement to the above referenced property:

Replace Roof.

Escambia County Community Redevelopment Agency Residential Rehab Grant Program Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name(s) Stella M. Reynolds Address of Property 2411 North E Street Pensacola, FL 32501 Property Reference No. 18-2S-30-6000-100-034

Total Amount of Lien

<u>\$1,450</u>

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

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

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

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Stella M. Reynolds, Property Owner STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this day of 1005+___, 2015 by Stella M. Reynolds, Property Owner. She () is personally known to me or (M has produced FL During Lic as identification. Signature of Notary Public MARWELL ROBERS (Notary Seal) Printed Name of Notary Public MAXWELL ROGERS Commission # FF 77771 My Commission Expires Board of County Commissioners of December 18, 2017 For: **Escambia County** By: Steven Barry, Chairman Date Executed: PAM CHILDERS ATTEST: Clerk of the Circuit Court BCC Approved: _____ By: _ **Deputy Clerk** Approved as to form and legal This instrument prepared by: sufficiency. Zakkiyyah Osuigwe, Development Program Manager Neighborhood and Human Services Department By/Title Community Redevelopment Agency Date: 221 Palafox Place, Pensacola, FL 32502



Replace Roof

2411 North E Street – Stella M. Reynolds



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8913	County Administrator's Report 13. 15.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Approval to Issue Fiscal Year 2015-2016 Purchase Orders in Excess of \$50,000
From:	Joy D. Blackmon, P.E., Department Director
Organization:	Public Works
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2015-2016 Purchase Orders in Excess of \$50,000 for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2015-2016, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Works Department.

The issuance of these Purchase Orders during the first week of October 2015 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BACKGROUND:

The Public Works Department has purchase orders that may exceed \$50,000 over the course of a fiscal year.

The issuance of these purchase orders during the first week of October 2015 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding for the aforementioned Purchase Orders is available in various accounts and divisions.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

list of vendors

PUBLIC WORKS Department

PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2015-2016

Contractor	<u>Amount</u>	Contract #	<u>Vendor #</u>
 Alabama Gulf Coast Railway Sign Maintenance for Railroad Crossings Fund 175, Account 211201 	\$300,000	n/a	011211
2 CSX Transportation Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$300,000	n/a	030050
3 Ingram Signalization Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$1,000,000	PD 12-13.049	070606
4 Blue Arbor Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 14-15.041	023818
5 Gulf Coast Traffic Engineers Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$1,000,000	PD 13-14.084	072898
6 Gulf Coast Traffic Engineers Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 13-14.085	072898
7 Award Purchase Orders in excess of \$50K to the following v Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	vendors for Bridge	e Renovations:	
 a. Material Vendors: American Concrete Supply Ferguson Enterprises, Inc. Martin Marietta Materials USA Ready Mix dba Block USA 			11899 60880 131502 23799

PUBLIC WORKS Department

PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2015-2016

Contractor	<u>Amount</u>	Contract #	<u>Vendor #</u>
Bell Steel Co., Inc.			22699
Southeastern Pipe and Precast, Inc.		-	193791
Midway Lumber		-	
A-1 Lumber		-	
Gulf Coast Traffic Engineers		-	072898
Coast Line Striping		-	033766
		-	
 Continuing Professional Services - Bridge Work; Const DKE Marine 	truction Contractors	:	040206
Davis Marine		-	040200
		-	
Gulf Marine Construction		-	072896
c. Continuing Professional Services - Bridge Work, Engin	eers:		
Thompson Engineering, Inc.			201604
DRMP, Inc.		-	042846
Jerry W. McGuire & Associates		-	131968
Hatch Mott MacDonald FL		-	081206
Volkert, Inc.		-	220584
American Consulting Engineers		-	012081
d. Bridge Program Technical Consulting Hatch Mott McDonald, LLC			081206
Real Estate Services	\$100,000	n/a	
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc	\$100,000	n/a	014616
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC	\$100,000	n/a	014616 041613
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co	\$100,000	n/a	014616
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group	\$100,000	n/a - -	014616 041613 032916
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services	\$100,000	n/a - -	014616 041613
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services Emerald Coast Title	\$100,000	n/a - - -	014616 041613 032916 040923
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services Emerald Coast Title Escarosa Land Research	\$100,000	n/a - - - -	014616 041613 032916 040923 050874
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services Emerald Coast Title Scarosa Land Research Esquire Title Research	\$100,000	n/a - - - - - -	014616 041613 032916 040923 050874 051913
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services Emerald Coast Title Escarosa Land Research Esquire Title Research Esquire Title Insurance Co	\$100,000	n/a - - - - - - -	014616 041613 032916 040923 050874 051913 TO024443
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services Emerald Coast Title Escarosa Land Research Esquire Title Research First American Title Insurance Co Gulf Coast Title Agency	\$100,000	n/a - - - - - - - - - - - - - - - - -	014616 041613 032916 040923 050874 051913
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services Emerald Coast Title Escarosa Land Research Esquire Title Research Estination Title Insurance Co Gulf Coast Title Agency ubilee Title & Escrow	\$100,000	n/a - - - - - - - - - - - - - - - - - - -	014616 041613 032916 040923 050874 051913 TO024443 072785
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services Emerald Coast Title Escarosa Land Research Esquire Title Research Esquire Title Research Eirst American Title Insurance Co Gulf Coast Title Agency ubilee Title & Escrow DId Town Title of Pensacola	\$100,000	n/a - - - - - - - - - - - - - - - - - - -	014616 041613 032916 040923 050874 051913 TO024443 072785 150166
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services merald Coast Title Escarosa Land Research Esquire Title Research Esquire Title Research Estination Title Insurance Co Gulf Coast Title Agency ubilee Title & Escrow DId Town Title of Pensacola Partnership Title Co	\$100,000	n/a - - - - - - - - - - - - - - - - - - -	014616 041613 032916 040923 050874 051913 TO024443 072785 150166 160307
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services Emerald Coast Title Escarosa Land Research Esquire Title Research Eirst American Title Insurance Co Gulf Coast Title Agency ubilee Title & Escrow DId Town Title of Pensacola Partnership Title Co Reliable Land Title Corp	\$100,000	n/a - - - - - - - - - - - - - - - - - - -	014616 041613 032916 040923 050874 051913 TO024443 072785 150166 160307 181837
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services Emerald Coast Title Escarosa Land Research Esquire Title Research Eirst American Title Insurance Co Gulf Coast Title Agency ubilee Title & Escrow DId Town Title of Pensacola Partnership Title Co Reliable Land Title Corp Resort and Luxury Title Company	\$100,000	n/a - - - - - - - - - - - - - - - - - - -	014616 041613 032916 040923 050874 051913 TO024443 072785 150166 160307 181837 182017
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services Emerald Coast Title Escarosa Land Research Esquire Title Research Eirst American Title Insurance Co Culf Coast Title Agency Ubilee Title & Escrow DId Town Title of Pensacola Partnership Title Co Reliable Land Title Corp Resort and Luxury Title Company Couthern Gauranty Title Co	\$100,000	n/a - - - - - - - - - - - - - - - - - - -	014616 041613 032916 040923 050874 051913 TO024443 072785 150166 160307 181837
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services Emerald Coast Title Escarosa Land Research Esquire Title Research Esquire Title Research First American Title Insurance Co Gulf Coast Title Agency Iubilee Title & Escrow DId Town Title of Pensacola Partnership Title Co Reliable Land Title Corp Resort and Luxury Title Company Southern Gauranty Title Co	\$100,000	n/a - - - - - - - - - - - - - - - - - - -	014616 041613 032916 040923 050874 051913 TO024443 072785 150166 160307 181837 182017
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services Emerald Coast Title Escarosa Land Research Esquire Title Research First American Title Insurance Co Gulf Coast Title Agency Iubilee Title & Escrow DId Town Title of Pensacola Partnership Title Co Reliable Land Title Corp Resort and Luxury Title Company Southern Gauranty Title Co Eurety Land Title of Florida Ticor Title Insurance	\$100,000	n/a 	014616 041613 032916 040923 050874 051913 TO024443 072785 150166 160307 181837 182017
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services Emerald Coast Title Escarosa Land Research Esquire Title Research Esquire Title Research Eirst American Title Insurance Co Cull Coast Title Agency Ubilee Title & Escrow DId Town Title of Pensacola Partnership Title Co Reliable Land Title Corp Resort and Luxury Title Company Southern Gauranty Title Co Current	\$100,000	n/a 	014616 041613 032916 040923 050874 051913 TO024443 072785 150166 160307 181837 182017
Hatch Mott McDonald, LLC	\$100,000	n/a 	014616 041613 032916 040923 050874 051913 TO024443 072785 150166 160307 181837 182017
Hatch Mott McDonald, LLC Real Estate Services Attorney's Title Insurance Fund Inc Attorney's Title Funds Service LLC Chicago Title Insurance Co Citizens Title Group Destination Title Services Emerald Coast Title Escarosa Land Research Esquire Title Research First American Title Insurance Co Gulf Coast Title Agency Iubilee Title & Escrow Old Town Title of Pensacola Partnership Title Co Reliable Land Title Corp Resort and Luxury Title Company Southern Gauranty Title Co Surety Land Title of Florida Ticor Title Insurance Title Solutions	\$100,000	n/a 	014616 041613 032916 040923 050874 051913 TO024443 072785 150166 160307 181837 182017

PUBLIC WORKS Department

PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2015-2016

Contractor	<u>Amount</u>	Contract #	<u>Vendor #</u>
Accura Appraisal Alliance			
Adkinson Appraisal Alliance			
Asmar & Associates			014139
Brantley & Associates		—	410028
Coleman Corporation		—	
Emerald Coast Appraisal			
Frutticher-Lowery Appraisal Group, Inc.			
G. Daniel Green & Assoc.			025977
Hoffman & Associates		_	020077
John Priller & Associates			
Larry C. Rich & Associates			
McRory Appraisal Services			
Presley-Mckenney & Associates			164987
Rogers Valuation & Acquisition, Inc		—	104987
Sherrill Appraisal Company			
Storm Appraisal Services			44.0020
Brantley and Associates		_	410028
9 Roads, Inc. of NWF	\$850,000	PD 13-14.006	183238
OGCM Roads			
Hot In Place Resurfacing			
Fund 175, Cost Center 211201/211602/211101			
Fund 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
0 Vendors to be determined (based on quotes)	62F0 000	- /o	011222
Bus Shelters Concrete Work	\$250,000	n/a	011322
Fund 175, Cost Center 211201/211602/211101			
Funds 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210/19-210/30			
NOTE: Purchase Orders (PO) are issued for \$30,000 - \$45,000;			
each PO will require four (4) quotes from vendors (small contractors/DBE vendors)			
1 Temple, Inc.	\$200,000	n/a	200924
Traffic Calming Devices	<i>q</i> 200,000	1, 0	200327
Fund 175, Cost Center 211201/211602/211101			
Fund 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
2 Gutler Penaving Inc	1 	,	
2 Cutler Repaving, Inc.	\$850,000	n/a	035849
Hot In Place Resurfacing			
Fund 175, Cost Center 211201/211602/211101			
Fund 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
3 First Transit	\$2,700,000	n/a]
I	<i>72,700,000</i>	i i j a	I

PUBLIC WORKS Department

PURCHASE ORDERS \$50,000 AND OVER - FISCAL YEAR 2015-2016

Contractor	<u>Amount</u>	Contract #	<u>Vendor #</u>
Transit Management Agreement Fund 104, Cost Centers 211210			
4 Apollo Video	\$130,000	14-15.027	10452
Paratransit Cameras Fund 320, Cost Center 211227			
5 Ingram Signalization	\$750,000	PD 12-13.048	070606
Street and Navigational Lights Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736	<i>\$130,000</i>	101213.010	0,0000
Fund 352, Cost Center 210107 Fund 167, Cost Center 140302			
5 Vendors to be determined (based on quotes)	\$250,000	n/a	011624
Bus Shelters Amenties Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736	<i>+</i>	.,	
Fund 352, Cost Center 210107			
NOTE: Purchase Orders (PO) are issued for \$30,000 - \$45,000; each PO will require three (3) quotes from vendors (small contractors/DBE vendors)			
J. Miller Construction	\$1,000,000	n/a	133404
Perdido Grading and Paving			163396
Chavers Construction			032335
Green Procedures			072184
Infrastructure Speciality Services			420809
Warrington Utility and Excavation			420622
Allsouth Construction			402550
Gulf Marine Construction			072896
Green Energy			420664
B&W Utilities			420661
SPB, Inc.			190026
Biles Construction			420638
Miscellaneous Drainage/Paving Projects Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"			
Mid South Paving Road Construction Materials	\$150,000		133305
Fund 175, Cost Center 210402 (Road Maintenance)			

PUBLIC WORKS Department

PURCHASE ORDERS \$50,000 AND OVER - FISCAL YEAR 2015-2016

Contractor	<u>Amount</u>	Contract #	<u>Vendor #</u>
 19 Ferguson Enterprises, Inc. a/k/a Ferguson Mill Supply Polyethylene Pipe Fund 175, Cost Center 210402 (Road Maintenance) 	\$100,000		060880
20 American Concrete Supply, Inc. Concrete Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		011899
21 Vulcan Signs Sign Maintenance Fund 175, Cost Center 210404 (Sign Maintenance)	\$75,000		220810
22 A-1 Small Engines Steadham Enterprises Small Engine Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$110,000	21100000-15-1 State Contract	010105
 23 Automotive Truck & Industrial Parts ATI-NAPA Light & Heavy Equipment Parts/Supplies Fund 175, Cost Center 210405 (Fleet Maintenance) 	\$65,000		015006
24 Beard Equipment Company Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$55,000		022300
25 Tractor & Equipment Co., Inc. Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$55,000		202301
 26 Thompson Tractor Co., Inc. Heavy Equipment Parts (CAT) Fund 175, Cost Center 210405 (Fleet Maintenance) 	\$55,000		201639
 27 Howell's Truck & Giant Tire Svc, Inc. Light and Heavy Equipment Tires Fund 175, Cost Center 210405 (Fleet Maintenance) 	\$130,000	State Contract	410406
 28 Southern Energy Company, Inc. Gasoline and Diesel Fuel Fund 501, Cost Center 210407 (Fuel Distribution) 	\$6,500,000	PD 13-14.083	194108
29 R. K. Allen Oil/grease and lubricant	\$100,000	PD 13-141.053	011470

PUBLIC WORKS Department

PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2015-2016

<u>Contractor</u>	<u>Amount</u>	Contract #	<u>Vendor #</u>
Fund 501, Cost Center 210402 (Road Maintenance)			
30 Panhandle Grading & Paving Road Construction Material Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		160114
31 Arcadia Culvert Metal Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		013789
32 Roads, Inc. of NWF Asphalt Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		182328
33 Woerner Landscape Source Inc. Sod Fund 175, Cost Center 210402 (Road Maintenance)	\$75,000		233840
34 Suncoast Infrastructure, Inc. Cured-in-place Pipe Lining Services Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		159854
35 Southern Pipe and Supply Co., Inc. Flexamat Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		194540



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8985	County Administrator's Report 13. 16.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
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 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.

The contractor, Hewes & Company, LLC, did not complete the project on time, as substantial completion was not reached until July 25, 2015. However, Hewes & Company felt the project was substantially complete on June 5, 2015, the day the paving was completed. County staff began assessing \$1,000/day in liquidated damages on May 13, 2015, and, in consideration of Hewes' request, ended assessment of liquidated damages as of June 5, 2015. The total amount of liquidated damages assessed is \$21,000 (\$18,000 for May and \$3,000 for June).

[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 time line is as follows:

- 09/02/2014 Notice to Proceed
- 09/17/2014 Stop work order was issued to allow for plan revisions for full roadway replacement, instead of replacing sections and mill and resurface other sections
- 11/14/2014 Resume work order

- 05/12/2015 End Contract Date
- 05/13/2015 County began assessing Liquidated Damages at \$1,000 per day
- 06/05/2015 County ceased assessment of Liquidated Damages
- 07/25/2015 Engineer of Record determined Substantial Completion
- 08/18/2015 Final Completion

The contractor, Hewes & Company, LLC, did not complete the project on time, as substantial completion was not reached until July 25th. However, Hewes & Company felt the project was substantially complete on June 5, 2015, the day the paving was completed. County staff began assessing \$1,000/day in liquidated damages on May 13, 2015, and, in consideration of Hewes' request, ended assessment of liquidated damages as of June 5, 2015. The total amount of liquidated damages assessed is \$21,000 (\$18,000 for May and \$3,000 for June).

It appears the largest factor in delaying completion was that there **61 days with 0 workers** on site – this calculation is not inclusive of the stop work order, delay, weather/recovery days, Sundays, Christmas Eve, Christmas, New Years Eve, and New Years. Additionally, during creation of the 2nd change order, extensive collaboration was held with Hewes to determine a reasonable and very attainable new completion date. Furthermore, throughout construction, onsite workers expressed their frustration to staff over the lack of sufficient manpower, equipment, and materials being available to do the work.

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

08.21.14 BCC Action Original PO_Hewes Blue Springs CO_Hewes Letter from Atkins Letter from County to Hewes_Sept 2015

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

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

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*.

8/21/2014

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-37. <u>Approval of Various Consent Agenda Items</u> 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: Division: Type:	Public Works Engineering/Infrastructure Division 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 O	rders 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).

8/21/2014

2014-000850 BCC Aug. 21, 2014 Page 1

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 Mee	ting
Meeting Date:	08/21/2014
Issue:	Blue Springs Avenue Repair PD 13-14.072
From:	Amy Lovoy, Department Director al
Organization:	OMB / / /
CAO Approval:	- HUN Dow

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.

Bid Tab

Attachments

2014-000850 BCC Aug. 21, 2014 Page 4 **Total Bid Price** 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. \$560,271.00 \$499,923.43 \$526,786.25 \$530,000.30 287.133(3)(a), FL Statutues on Entity Pursuant to Section Sworn Statement Ycs Ycs Ycs Yes BOCC DATE 08/21/2014 Crimes 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 Acknowledgement of Ycs Ycs Ycs Υcs Addenda DATE 08/21/2014 PUBLIC NOTICE OF RECOMMENDED AWARD do Business in the State of Certificate of Authority to Ycs Yes Ycs Υcs Florida CAR & Conveyances Corporation ID Information Sheet for **Fransactions** DATE: 08/13/2014 DATE: 08/13/2014 DATE: 08/13/2014 DESCRIPTION: Blue Springs/Crescent Lake Emergency BID # PD 13-14.072 ζŝ Ycs Ycs Ycs Drug-Free Workplace Ycs Ycs Yes Yes l'orm Joe F. Pillitary, Jr., Purchasing Coordinator of Attorney at foreign state Law for a <N N V/N <N N **V/V** Written Opinion Angie Holbrook, SOSA Angie Holbrook, SOSA Bid Bond or Check Ycs Ycs Ycs Ycs Acknowl Ycs Ycs Cover Sheet/ Yes Ycs ∏ Posted @ 8:40 a.m. CDT on 08/14/2014 95 95 Panhandle Grading & Paving Inc Opening Time: 11:00 an CDT Opening Date: 08/13/2014 **Opening Location: Rm 11.407** NAME OF BIDDER Hewes and Company LLC Chavers Construction Inc BIDS TABULATED BY: BIDS WITNESSED BY: BIDS OPENED BY: Roads Inc of NWF REGISTER OF SUBMITTERS Notes:

Escambia County Clerk's Original 8/11/204/CRT-30

2014-000850 BCC Aug. 21, 2014 Page 5

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

Not Agenda Backup

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.

Witness: Witnes

COUNTY:

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

her X. By:

Jack R. Brown, County Administrator

Date:

CONTRACTOR:

Hewes and Company, LLC a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

Bv:

(Corporate Seal)

Its: President

Date: 8-21-2014

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. INVESTIGATION AND UTILITIES

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 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. <u>SCHEDULE</u>

- 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 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. <u>PAYMENTS WITHHELD</u>

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.
- 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. 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 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 sub-subcontractor 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 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 selfinsurance 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** Duty to Provide Legal Defense. 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. <u>COMPLETION</u>

- 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 - 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 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. 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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Insert name, address, and phone number of contractor), as Principal, and

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____Dollars (\$______), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present. WHEREAS, Principal has entered into a contract dated as of the _____ day of _____, 20____, with Obligee for Contract No._____,

(Insert name of project, including legal description, street address of property and general description of improvement) 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
- 4. Principal understands and agrees that this bond shall remain in full force and effect throughout 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.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

PRINCIPAL:

By:		
Name:		 •
lts:		

Witnesses as to Principal

STATE OF ______ COUNTY OF ______

The foregoing instr 20, by	rument was acknowledged before me	this as	day	of	of
He/she is personally known not) take an oath.	to me OR has produced				ne corporation. on and did (did
My Commission Expires:	(Signature) Name: (Legibly Printed)				
(AFFIX OFFICIAL SEAL)	Notary Public, Sta Serial No., If Any:				
ATTEST:	SURETY: (Printed N	Name)			

[

Witness	(Business Address)
	(Authorized Signature)
Witness	
	(Printed Name)
	OR
	As Attorney In Fact (Attach Power)
Witnesses	
VVIUICSSCS	(Business Address)
	(Printed Name)
	(Telephone Number)
STATE OF	
COUNTY OF	
The foregoing instrument w	vas acknowledged before me this day of, as of
20 by	, as 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:

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We,	
BY THIS BOND, We,(Insert name, address and phone nur	nber of contractor) _ (hereinafter called the "Principal") and
	(hereinafter called the "Surety"),
(Insert name) located at	, a surety insurer
located at	
in the State of Florida, are held and firmly bound unto the Board of Co	ounty Commissioners for Escambia
County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called
the "County") in the sum of	(\$) for
payment of which we bind ourselves, our heirs, our personal r assignees, jointly and severally.	representatives, our successors and ou
WHEREAS, Principal and County have reached a mutual agr	eement relating to Contract No
(hereinafter referred to as the "Contract") as of	(the bid award date for projects thereto)
for the purpose of	
(Insert name of project, including legal description, street addres improvement.)	s of property and general description c
	s or property and general description c

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

- 1. Performs the contract dated _____, ____, between Principal and County for construction of ______, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
- 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- 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

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

Other and the stand and shall be seen

- 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 and the date of such agents power-of-attorney).

Signed, sealed and delivered		
in the presence of:	PRINCIPAL:	
	 By:	
	Name:	
	Its:	
Witnesses as to Principal		
STATE OF		
COUNTY OF		
	as acknowledged before me this day of	-
	, a corporation, on beh	alf of the corporation.
He/she is personally known to me OF	R has producedas id	lentification and did (did
not) take an oath.		
My Commission Expires:		
	(Signature)	
	Name:	
	(Legibly Printed)	
(AFFIX OFFICIAL SEAL)		
(AFFIX OFFICIAL SEAL)	Notary Public, State of	

	Serial No., If Any:
ATTEST:	SURETY:
	(Printed Name)
Witness	(Business Address)
	(Authorized Signature)
Whatess	(Printed Name)
	OR
·	As Attorney In Fact (Attach Power)
Witnesses	(Business Address)
	(Printed Name)
STATE OF	(Telephone Number)
STATE OF COUNTY OF	
	vas acknowledged before me this day of,
	, as of
	as Surety, on behalf of Surety. He/she is personally known to me 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, nonrenewal, 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.

- (6) 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 undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$______ paid, ______ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20___, for the period from to ______.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR

	Ву:	
	Its:	President
	Date:	
Witnesses	[Corporate Seal]	

STATE OF FLORIDA COUNTY OF ESCAMBIA

The	foregoing	instrume	ent was	acknowledged	before	me t	his	_ day	of
	······································	20,	by		,	as			of
		_, a	c	orporation, on b	ehalf of t	the co	rporation.	He/she	: is
personally k	known to m	ne OR ha	s produce	ed		_ as	identificatio	on and	did
(did not) tak	e an oath.								

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of ______ Serial No., If Any: _____

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:	directed to make the following	
You hereby are authorized and terms and conditions of the Agree	ement:	g changes in accordance with
Describe changes here;		
Original Contract Amount	Dollars \$	
Sum of Previous Changes This Change Order	\$ \$	
	\$	

due to this Change Order. The new contract substantial completion date is . Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent

(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

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.

PAGE NO. 1 BOARD OF COUNTY COMMISSIONERS	PURCHASE ORDER NO. 141675
ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980	I 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
V 081448 FAX: 850-983-6698 E HEWES AND COMPANY LLC N 390 SELINA STREET D PENSACOLA FL 32503 R	S ENGINEERING H ENGINEERING DEPARTMENT P 3363 WEST PARK PLACE PENSACOLA FL 32505 O ATTN: ROBIN LAMBERT

TERM	IN DATE: 08/2	6/14	BUYER: JOSEPH	PILLITARY	REQ.	NO.: 1400194	1 REQ. D	DATE: 08/25/1.
	AS: NET 30	DAYS	F.O.B.:		DESC.	CONTACT J	EREMY	KING AT 59
TEM#		UOM		DESCRIPTION L3-14.072 "BLUE		UNIT PRIC 499923.4		EXTENSION 499,923.43
			AVENUE EMERGI 08/21/2014	ENCY REPAIR" BC	C APPROVAL			
TEM#		ACCOU	INT	AMOUNT	PROJECT CODE	PAGE TOTAL		499,923.43
	330492	ACCOU	INT 54612	AMOUNT 499,923.43		PAGE TOTAL	\$	499,923.43 499,923.43

PAGE NO. 1	PURCHASE ORDER NO. 141675-1
BOARD OF COUNTY COMMISSIONERS	CHANGE DATE: 11/07/14
ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980	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
V 081448 FAX: 850-983-6698	S ENGINEERING
E HEWES AND COMPANY LLC	H ENGINEERING DEPARTMENT
N 390 SELINA STREET	P 3363 WEST PARK PLACE
D PENSACOLA FL 32503	PENSACOLA FL 32505
R	O ATTN: ROBIN LAMBERT

ORDER DATE: 08/	26/14	BUYER: PAUL NOBLES	REQ. N	10.:14001941	REQ. DATE: 08/25/1
ERMS: NET 30	DAYS	F.O.B.:	DESC.:	CHANGE ORDI	ER - 1
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Original Purchase Order

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			_	O ATTN: ROP	BIN LAMBERT	_
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TERM	IS: NET 30 DAYS	F.O.B.:		DES	C .: CHANGE ORDER	
ITEM#	QUANTITY UOM		DESCRIPTION		UNIT PRICE	EXTENSION
	<u></u>	8/21/2014				
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ TOTAL \$	-3,410.03
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CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT

Court III, Carl Carls on the					
Vendor Code:	081448	1	Vendor Name:	Hewes and Compan	IY LLC
Project Number:			P.O. Number:	141675	C.O. Number: 1
		S/ENGINEERING	P.D. Number:	13-14-072	Date: 10/16/14
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Deleting Dollars fro			Adjustment:		Amount:
odify Notes:	1				A DECEMBER OF
	Date of BCC activ	m: (ATTACH RESUME)	10/16/14		
Dress			\$482,397.69		
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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. <u>Recommendation Concerning a Change Order to Hewes and Company.</u> <u>LLC, Regarding "Blue Springs Avenue Emergency Repair" - Joy D.</u> <u>Blackmon, P.E., Public Works Department Director</u>

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
Туре:	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
BCC Regular N	leeting	Budget & Finance Consent
Meeting Date:	10/16/2014	
Issue:	Change Order to Hewes and Co Springs Avenue Emergency Re	ompany, Inc. on Contract PD 13-14.072 "Blue pair"
From:	Joy D. Blackmon, P.E., Departn	nent Director
Organization: CAO Approval:	Public Works	

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
Туре:	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	-
<u>Map</u>	

Purchase Order Hewes Contract Agreement

Escambla County Public Works Department Engineering Division 3363 W. Park Place Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

	Permanent.	
Project Name:	Blue Springs Ave. Emergency Repair	
Project ID:	ENGFLOOD 0414-01	
Location:	Blue Springs Ave. from Fairview to Clearwater	
Project Manager:	Jeremy King	
Date:	10/6/2014	
		Jon (Jour 10/7/14
		Signature Approval, Division Chief

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 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 items that were determined to not be necessary to the meet project needs and to allow for full replacement. The overail 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 which in property. This work includes removal of the temporary asphalt millings road, driveway replacement where impacted by construction activities.

Attached backup documentation RFF/NTP Start Date _____5___ page (s).

Time shall be increased/decreas		_ calendar days. _ Completion date	Obligated	Required
Balance of CIP Project				· · · · · · · · · · · · · · · · · · ·
Funds for Original Construction Funds for Construction CO# Contract PD	Contract Contractor			
Funds for Original Task Order Funds for Addendum # Task Order PD	Consultant			
Funds for Original Work Order Funds for Change Order # Contract PD <u>13-14.072</u>	Contractor	Hewes & Company, LLC		<u>\$ (3,410.03)</u>
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency			
Funds for Land Purchases	Owner		- <u></u>	· <u></u>
Funds for Title Work Contract PD	Company Contractor			
Funds for				
New Balance of CIP Project			s.	\$ 3,410.03
Fund	by Administration to accomplish fu Project #	und transfor. Project Name		Amount
From:				
Fund To:	Project #	Project Name		Amount
			Transfer	
County Engineer Signature		Transferred by	Transfer Date	
Posted to Expedition Date:	<u>, , , , , , , , , , , , , , , , , , , </u>	<u>, , , , , , , , , , , , , , , , , , , </u>		-
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H:\ENG\FileSystem\Projects_Disaster\2014 April\FEMA\Cresent Lake_Blue Springs_0414-01 FEMA_EWP\Blue Springs Recon\Funding\CO 1 RFF - Full Road Replacement_star

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
CO1-3	1" FDOT Type FC 9.5 Asphalt	-3555	SY	\$6.24	-\$22,183.20
CO1-4	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	1677	SY	\$8.74	\$14,656.98
CO1-5	Mill Existing Asphalt, 0"-1.5" Thickness	-1396	SY	\$3.34	-\$4,662.64
CO1-6	Remove Existing Asphalt, 2" Average Depth	1396	SY	\$4.46	\$6,226.16
CO1-7	Saw cut Existing Asphalt	-94	LF	\$5.57	-\$523.58
CO1-8	8" Stabilized Subgrade, County Spec 2300	1565	SY	\$2.23	\$3,489.95
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	EA	\$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

Atkins North America, Inc. 2114 Airport Boulevard, Suite 1450 Pensacola, Florida 32504

Telephone: +1.850.478.9844 Fax: +1.850.478.0620

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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,

Kevin Morgan, P

Project Engineer

Jeremy R. King

From: Sent: To: Subject: Attachments: James E. Duncan Tuesday, September 30, 2014 3:53 PM Jeremy R. King Blue Springs Avenue 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 guestions 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)

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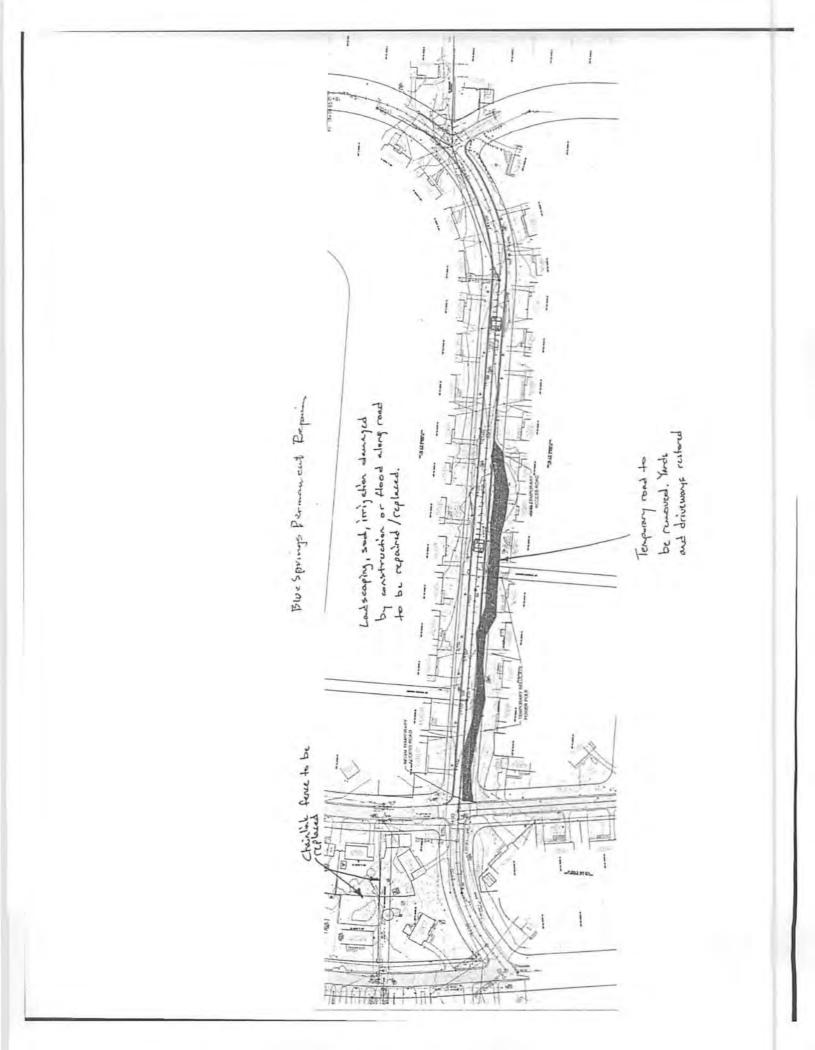
Blue Springs Drive prior to storm



Overall Condition Index (OCI) Weights

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BOARD OF COUNT ESCAMBIA COUNTY FLORID 213 PALAFOX PLACE SECO PO BOX 1591 PENSACOLA,FL 32591-159 (850) 595-4980	ND FLOOR SUITE 11.101	N PLEASE EMAIL IN V escambia.invoices	@escambiaclerk.com NURT & COMPTROLLI ERS ACE, SUITE 140	7
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ORDER DATE: 08/26/14	BUYER: JOSEPH PILLITARY	REQ. NO.:	14001941 REQ.	DATE: 08/25/14
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CC	NTACT JEREMY	KING AT 59
ITEM# QUANTITY UOM	DESCRIPTION CONTRACT PD 13-14.072 "BLU		UNIT PRICE 99923.4300	EXTENSION 499,923.43
	AVENUE EMERGENCY REPAIR" E 08/21/2014	CC APPROVAL		

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Original Purchase Crder



Telephone: +1.850.478.9844 Fax: +1.850.478.0620

www.atkinsglobal.com/northamerica #

September 8, 2015

Mr. Jeremy King Escambia County Senior Project Coordinator 3363 West Park Place Pensacola, Florida 32505 Telephone (850) 595-3419

Re: Blue Springs Delay and Cost recommendations

Project: Blue Springs Avenue Emergency Repair Project

Dear Mr. King,

Atkins staff has reviewed the letter from Hewes & Company's requesting additional time and cost for construction activities on Blue Springs Avenue. The Contractor has requested a total of 98 days be added to the construction schedule and \$6,838.15 in additional cost. Atkins has provided responses to each of the items addressed in the letter. Please find below our responses:

Construction Delay Comments:

1. Time for the removal of the 42" RCP and storm water junction that was not shown on the drawings at the outfall. Plans called for the removal of 36" plastic pipe and did not show the junction box. An additional 3 Days is requested.

Atkins Response No. 1: The contractor should have informed the inspector, EOR or County Staff prior to removing the junction box and the larger diameter outfall pipe. Also, the County allowed the contractor to sawcut and tie to the existing pipe instead of connecting to directly to the curb inlet per plans in order to reduce time. However, we agree that 3 days should be given to the contractor.

Hewes Response: Site Utility had direct contact with the EOR, Kevin Morgan, at the time this was discovered. I was on-site with Kevin and we discussed the issue. After Kevin made several phone calls, I was directed to proceed by pouring a collar around the two dissimilar sized pipe and contrinue installing the 36" RCP as shown on the drawings. It was only several days later when Jeremy King and Kevin Blanchard, both with the County , drove by the site and noticed that the pipe that we had taken out was larger than that going back in. Site and Utility was asked to give a price for installing the 42" RCP while removing the 36" RCP that had been installed. At first I was asked to give the cost directly to Kevin Morgan at Atkins since they were having to pay for their mistake on the



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plans and directing us to proceed. We submitted a price to Atkins, as we were asked and then were told to submit through Hewes and the County would be doing a change order for the work. Atkins agreed in the letter that they thought additional compensation was justified.

Atkins Response No. 2: Kevin Morgan concluded from the phone conversation with the Contractor that there was only an issue with the connection to the existing pipe and not a reduction in pipe size. Atkins received the cost to replace the pipe with a 42" RCP. The Contractor had completed the pipe installation per plan without any delay. The Contractor did not notify the EOR of the junction box at the time of construction.

2. Time for County to process change order 3 and 4 in order to be able to bill work completed pervious months. An additional 35 Days is requested.

Atkins Response No. 1: It is the contractor's reasonability to budget for changes orders. No additional time will be added to the construction schedule.

Hewes Response: The Contractor cannot know going into a project what change orders can be expected let alone budget for them if they arise during construction. We have to pay suppliers regardless if its change order work or part of the original contract. There should be some kind of compensation for having to wait 30 days before we get paid for work that has been completed and accepted due to overruns in quantities.

Atkins Response No. 2: The work on CO#3 and then CO #4 is for work that had already been completed – adjustment of contract quantities to final measured installed quantities. No contract time is appropriate for this. Initial CO #3 was submitted for approval on 6/4 and approved on 6/12. Change Order No. 4 was submitted on 6/18 and approved on 7/10.#

3. Additional time/compensation for over excavating the yards over and beyond what the plans called for. Pay Item Note 3 on Sheet C-003. Yards were over excavated 1-2 feet per the direction of Atkins. There is a 472 CY overrun on the excavation line item. An additional 10 Days is requested.

Atkins Response No. 1: The removal of the milling road could have been completed in within a timely manner. However the contractor did not remove all of the millings out of the yards the first time. Also the contractor installed embankment that consisted of rocks and other debris.

Hewes Response: The millings road removal was completed, billed at 100%, approved and paid for in pay request 7 in April of 2015. Don't think that the way these invoices



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have been scrutinized every month b Atkins that they would have approved 100% payment on that line item if wasn't 100% complete. We feel that this was additional excavation to remove trash that was on site before Site Utility started working and not part of the millings road removal.

Atkins Response No. 2: The contractor did not completely removal all of the millings and had backfilled with material containing debris (roots and rocks). The over excavation was caused by the contractor not completing the work properly.

4. Plans show only 1 manhole to be adjusted at Sta. 9+00, there were a total of 4 manholes adjusted with concrete collars. Original plans show patching roadway and no adjustments were made when the plans were changed to complete reconstruction. An additional 2 Days is requested.

Atkins Response No. 1: The method that the contractor chose to use during paving was to place a steel plate on manhole and coming back and then place a concrete collar. The concrete collar was not called for in the plans. This seems to be the contractor's method of choice. No additional time is justified.

Hewes Response: There has never been a complete set of drawings furnished for this project. To date the plans show patching areas and not reconstruction. Only by change order and revising quantities that these items where changed. We were never provided a full set of complete drawings showing all the changes or proposed changes to be able to correctly address changes in the scope. We have been issued revision sheets numerous times but never a complete set with all the revisions shown.

Atkins Response No. 2: We resubmitted a full set of plans when it was determined that the entire road was going to be replaced. After that only sheets revised were submitted to the contractor which depicted the changes to construction activities. Three of the manholes were not adjusted by the contractor per plans. However the contractor decided not to pave around the manholes but to add the concrete collar.

9. Change Order for 4 additional mailboxes and 1 relocation of a new mailbox already installed as requested today. The other 23 mailboxes have been installed per plans. An additional 2 Days is requested.

Atkins Response No. 1: The Contractor installed a mailboxes at 904 and 906 Blue Springs which should not have received mailboxes per plans. The Contractor should have notified the EOR that the residence at 927 Blue Springs did not won't the mailbox instead of installing the mailbox, thus leaving 2 functioning mailboxes at one property. The 4



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mailboxes added should have been installed in one day. An additional 1 day will be added to the construction schedule.

Hewes Response: It is the Contractor's responsibility to find out who wants a new mailbox or install according to the drawings that we are furnished? We installed it according to the drawings and only found out later that the resident did not want the new mailbox.

Atkins Response No 2: The Contractor should have removed the existing mailbox while installing the new mailbox per the construction plans. The existing mailbox was not removed and the resident had two mailboxes at his property. The Contractor was paid for the additional mailboxes.

10. Additional days waiting for revised driveway drawings and clarification. An additional 12 Days is requested.

Atkins Response No. 1: Any request for additional delays for the driveways was addressed in Change Order No. 2. No additional time will be added to the construction schedule.

Hewes Response: We submitted RFI#2 and 3 on January 9, 2015 to Kevin Morgan and received back the response with drawings on January 21, 2015 from Phillip LeGrand with Atkins. We had to wait on drawings to show the exact driveway widths and lengths that were not previously shown on the drawings. That is a total of 12 days and only 3 days were granted.

Atkins Response No 2: This question was submitted in a letter by Hewes on January 23, 2015. Three additional day were given and included in Change Order No 2.



17 W. Maxwell Street, Pensacola, FL 32501

September 3, 2015

Max Saam Hewes & Company, LLC 390 Selina Street Pensacola, FL 32503

Re: Blue Springs Avenue Emergency Repair Project Blue Springs Delay and Cost Recommendations Response Letter

Max,

Please find the attached responses form the Blue Springs Delay and Cost Recommendations Letter which we received at our meeting with the county on September 1, 2015.

- 1. Time for the removal of the 42" RCP and storm water junction that was not shown on the drawings at the outfall. Plans called for the removal of 36" plastic pipe and did not show the junction box. An additional 3 days is requested.
 - a. Site and Utility had direct contact with the EOR, Kevin Moran, at the time this was discovered. I was on-site with Kevin and we discussed the issue. After Kevin made several phone calls, I was directed to proceed by pouring a collar around the two dissimilar sized pipe and continue installing the 36" RCP as shown on the drawings. It was only several days later when Jeremy King and Kevin Blanchard, both with the county, drove by the site and noticed that the that pipe that we had taken out was larger than that going back in. Site and Utility was asked to give a price for installing the 42" RCP while removing the 36" RCP that had been installed. At first I was asked to give the cost directly to Kevin Morgan at Atkins since they were having to pay for their mistake on the plans and directing us to proceed. We submitted a price to Atkins, as we were asked, and then were told to submit through Hewes and the County would be doing a change order for the work. Atkins agreed in the letter that they thought addition compensation was justified.
- 2. Time for county to process change order 3 and 4 in order to be able to bill work completed previous months. An additional 35 days is requested.
 - a. The contractor cannot know going into a project what change orders can be expected let alone budget for them if they arise during construction. We have to pay suppliers regardless if its change order work or part of the original contract. There should be some kind of compensation for having to wait 30 days to process a change order and then another 30 days before we get paid for work that has been completed and accepted due to overruns in quantities.
- 3. Additional time / compensation for over excavating the yards over and beyond what the plans called for. Pay Item Note 3 on sheet -003. Yards were over excavated 1-2 feet per the direction of Atkins. There is a 472 CY overrun on the excavation line item. An additional 10 days is requested.
 - a. The millings road removal was completed, billed at 100%, approved and paid for in pay request 7 in April of 2015. Don't think that the way these invoices have been scrutinized every month by Atkins that they would have approved 100% payment on that line item if wasn't 100% complete. We feel that this was additional excavation to remove trash that was on site before Site and Utility started working and not part of the millings road removal.
- 4. Plans show only 1 manhole to be adjusted at sta 9+00, there were a total of 4 manholes adjusted with concrete collars. Original plans show patching roadway and no adjustments were made when the plans were changed to complete reconstruction. An additional 2 days is requested.
 - a. There has never been a complete set of drawing furnished for this project. To date the plans show patching areas and not reconstruction. Only by change order and revising quantities that these



17 W. Maxwell Street, Pensacola, FL 32501

items where changed. We were never provided a full set of complete drawings showing all the changes or proposed changes to be able to correctly address changes in the scope. We have been issued revision sheets numerous times but never a complete set with all the revisions shown.

- 9. Change Order for 4 additional mailboxes and 1 relocation of a new mailbox already installed as requested today. The other 23 mailboxes have been installed per plans. An additional 2 days is requested.
 - a. Is it the contractors' responsibility to find out who wants a new mailbox or install according to the drawings that we are furnished? We installed it according to the drawings and only found out later that the resident did not want the new mailbox.
- 10. Additional days waiting for revised driveway drawings and clarification. An additional 12 days is requested.
 - a. We submitted RFI #2 & 3 on January 9, 2015 to Kevin Morgan and received back the response with drawings on January 21, 2015 from Phillip LeGrand with Atkins. We had to wait on drawings to show the exact driveway widths and lengths that were not previously shown on the drawings. That is a total of 12 days and only 3 days were granted.

Please feel free to contact me if additional information is needed.

Sincerely, SITE & UTILITY, LLC Bobby Godfrey, ∨.P. 850-554-6552 Bobbygodfrey2@gmail.com



Board of County Commissioners • Escambia County, Florida

Joy Blackmon, PE, Public Works Director Engineering Department

September 10, 2015

Mr. Max Saam Hewes and Company, LLC 390 Selina Street Pensacola, FL 32503

Re: Blue Springs Ave. Emergency Repair Project Blue Springs Delay and Cost Recommendations Response Letter Response to Workers On Site Days

Dear Mr. Saam,

We offer the following response to the letter dated 9/4/2015 (attached) from Site & Utility.

We have been in dispute with the county for several weeks now over the contract days and substantial completion date. We have been told several times that the county is going to let June 5th be the substantial completion date but now in this letter they are saying that they are agreeing with the EOR date July 25th. It, also has been documented that we were not on site/ working for 81 days of the contract. I have listed the days and explanation below.

The County does not intend to change the substantial completion date, only the end date for liquidated damages. The substantial completion date is determined by the EOR.

Summary of Workers Onsite for Blue Springs Construction 174 days shown with no workers on spreadsheet provided by Atkins **Agreed**

-58 days for stop work (14 days we had workers onsite fixing roadway and repairing erosion) Agreed

-8 days for Holidays (Thanksgiving (2), Christmas (2), New Year's (2), Memorial Day & 4th of July) The only holidays that were recognized and not included in the "Workers On Site" calculation were Christmas Eve, Christmas, New Years Eve, and New Years. These were the holidays the contractor requested to have a time extension granted in their 1/23/15 Proposed Change Order #2 Request letter. These were the days approved and incorporated as a part of the time extension granted in change order #2. 4 Days given.

-38 days for Sundays Agreed

- 11 days for Utility work being performed by PCCC/ ECUA **13 Days were actually given for the utility delay. These** were lumped in our delay day total which also included RFI delays for a grouping total of **25** days.

-34 days for Weather delays (Per report provided by Atkins in the letter from the County) The total rain days given through change orders 2, 4, and 5 (currently in process) was 28. These days are (11/17/14, 12/19/14, 12/22/14, 12/23/14, 12/29/14, 12/30/14, 12/31/15, 1/8/15, 1/15/15, 1/23/15, 3/5/15, 3/13/15, 3/23/15, 3/26/15,

4/10/15, 4/11/15, 4/13/15, 4/14/15, 4/15/15, 4/17/15, 4/25/15, 4/27/15, 5/26/15, 6/1/15, 6/2/15, 6/9/15, 6/11/15, and 6/24/15). Please note that 12/31/14 was given as a rain day but was also mistakenly included as a holiday for New Years Eve therefore an additional day was given in change order #2. Other days shown in the report from Atkins shows the weather occurrence but was determined to not be classified as a true weather day as described in the contract. By Contract, a weather day must meet all of the following conditions:

- 1. Contractor notified the County in writing within forty-eight (48) hours of the delay.
- 2. The weather was unusual as documented by supporting data.
- The weather did have an adverse impact on the contractor's schedule (critical path only).
- 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.

-5 days (the week between Christmas and New Years that most contractors shut down for maintenance and repairs on equipment) This week was never agreed to by the County or requested by the contractor as additional time.

I come up with about 20 days that we did not have workers onsite from the math above and this doesn't include any Saturdays (33 days). Subtracting each of these numbers in entirety (delay, weather, etc) from 174 (total days zero workers were on site) as you have done in your calculation is not accurate because some of those days (delay, weather, etc) did have workers on site and were therefore never included in the 174 total days 0 workers were onsite. See attached color markup of the Summary of Workers Onsite list to better visualize.

The calculation should be as follows:

- 174 days with 0 workers on site
- 16 delay days (25 total delay days during the contract, but only 16 days had 0 workers on site)
- 12 weather days (28 weather days during the contract, but only 12 days had 0 workers on site)
- 38 Sundays
- 4 holidays
- <u>-43</u> stop work order days (58 total stop work order days in the contract, but only 43 had 0 workers on site)
- 61 days with 0 workers on site not including stop work order, delay days, weather/recovery days, Sundays, Christmas Eve, Christmas, New Years Eve, New Years

In conclusion, we have reviewed the information provided and believe there is justification to proceed with assessing liquidated damages for 21 days.

Sincerely,

Wes Moreno Public Works Deputy Director

cc: Jack Brown, County Administrator Joy D. Blackmon, P.E., Public Works Director Joy Jones, P.E., Engineering Division Manager Jeremy King, P.E., Engineering Program Manager

> 3363 West Park Place • Pensacola, Florida 32505 850.595.3440 • Fax: 850.595.3444 • www.myescambia.com

escambia

Horkers pasite wavailable days

0 1 2 5 4 5 6 7 8 9 10 19 61 0 13 38 20 0 23 11 6 1 1 1

Summary or worker onsite for blue spinings construction

Tuesday, September 01, 2015

Date	Contract Days	Workers On Site
Wednesday, August 27, 2014		
Tuesday, September 02, 2014	1	0.
Wednesday, September 03, 2014	2	0.
Thursday, September 04, 2014	3	0 •
Friday, September 05, 2014	4	0
Saturday, September 06, 2014	5	0
Sunday, September 07, 2014	6	0
Monday, September 08, 2014	7	5
Tuesday, September 09, 2014	8	
Wednesday, September 10, 2014	9	5
Thursday, September 11, 2014	10	2
Friday, September 12, 2014		2
Saturday, September 12, 2014	11	2
Sunday, September 13, 2014	12	0 •
	13	0
Monday, September 15, 2014	14	2
Tuesday, September 16, 2014	15	0 •
Wednesday, September 17, 2014	16	0
Thursday, September 18, 2014	17	0
riday, September 19, 2014	18	0
Saturday, September 20, 2014	19	0
Sunday, September 21, 2014	20	0
Monday, September 22, 2014	21	0
Tuesday, September 23, 2014	22	0
Wednesday, September 24, 2014	23	0
Thursday, September 25, 2014	24	0
Friday, September 26, 2014	25	0
Saturday, September 27, 2014	26	0
unday, September 28, 2014	27	0
Monday, September 29, 2014	28	5
uesday, September 30, 2014	29	5
Vednesday, October 01, 2014	30	5
Thursday, October 02, 2014	31	5
riday, October 03, 2014	32	5
aturday, October 04, 2014	33	0
Sunday, October 05, 2014	34	0
Monday, October 06, 2014	35	5
uesday, October 07, 2014	36	5
Nednesday, October 08, 2014	37	5
hursday, October 09, 2014	38	5
riday, October 10, 2014	39	5
aturday, October 11, 2014	40	
unday, October 12, 2014		0
Monday, October 13, 2014	41	0
	42	3
uesday, October 14, 2014	43	3
Vednesday, October 15, 2014	44	3
hursday, October 16, 2014	45	3
riday, October 17, 2014	46	3
aturday, October 18, 2014	47	0
unday, October 19, 2014	48	0
Aonday, October 20, 2014	49	0
uesday, October 21, 2014	50	0
Vednesday, October 22, 2014	51	0
hursday, October 23, 2014	52	0
riday, October 24, 2014	53	0
aturday, October 25, 2014	54	0
unday, October 26, 2014	55	0
Anday, October 27, 2014	56	0
uesday, October 28, 2014	57	0
Vednesday, October 29, 2014	58	0
	30	0

Date	Contract Days	Workers On Site		
Thursday, January 01, 2015	122	O		
Friday, January 02, 2015	123	0 .		
Saturday, January 03, 2015	124	0 *		
Sunday, January 04, 2015	125	0		
Monday, January 05, 2015	126	6		
Tuesday, January 06, 2015	127	6		
Wednesday, January 07, 2015	128	6		
Thursday, January 08, 2015	129	0		
Friday, January 09, 2015	130	6		
Saturday, January 10, 2015	131	6		
Sunday, January 11, 2015	132	0		
Monday, January 12, 2015	133	6		
Tuesday, January 13, 2015	134	0		
Wednesday, January 14, 2015	135	6		
Thursday, January 15, 2015	136	0		
Friday, January 16, 2015	137	4		
Saturday, January 17, 2015	137	0.		
Sunday, January 18, 2015	139	0		
Monday, January 19, 2015	140	4		
Tuesday, January 20, 2015	140	4		
Wednesday, January 21, 2015	141			
Thursday, January 22, 2015	142	4		
Friday, January 23, 2015		4		
Saturday, January 24, 2015	144	4		
	145	0 •		
Sunday, January 25, 2015	146	0		
Monday, January 26, 2015	147	4		
Tuesday, January 27, 2015	148	4		
Wednesday, January 28, 2015	149	4		
Thursday, January 29, 2015	150	4		
Friday, January 30, 2015	151	4		
Saturday, January 31, 2015	152	0 •		
Sunday, February 01, 2015	153	0		
Monday, February 02, 2015	154	0 •		
Tuesday, February 03, 2015	155	4		
Wednesday, February 04, 2015	156	0 •		
Thursday, February 05, 2015	157	2		
Friday, February 06, 2015	158	2		
Saturday, February 07, 2015	159	0 •		
Sunday, February 08, 2015	160	0		
Monday, February 09, 2015	161	2		
Tuesday, February 10, 2015	162	2		
Wednesday, February 11, 2015	163	4		
Thursday, February 12, 2015	164	4		
Friday, February 13, 2015	165	4		
Saturday, February 14, 2015	166	0.		
Sunday, February 15, 2015	167	0		
Monday, February 16, 2015	168	4		
Tuesday, February 17, 2015	169	4		
Wednesday, February 18, 2015	170	0		
Thursday, February 19, 2015	171	0		
Friday, February 20, 2015	172	0		
Saturday, February 21, 2015	172	0		
Sunday, February 22, 2015	174	0		
Monday, February 23, 2015	174	0		
Tuesday, February 24, 2015	175	-		
		0		
Wednesday, February 25, 2015	177	0		
Thursday, February 26, 2015	178	0		
Friday, February 27, 2015	179	0		
Saturday, February 28, 2015	180	0		

Date	Contract Days	Workers Or Site		
Sunday, May 03, 2015	244	0		
Monday, May 04, 2015	245	7		
Tuesday, May 05, 2015	246	7		
Wednesday, May 06, 2015	247	7		
Thursday, May 07, 2015	248	7		
Friday, May 08, 2015	249	3		
Saturday, May 09, 2015	250	0 •		
Sunday, May 10, 2015	251	0		
Monday, May 11, 2015	252	3		
Tuesday, May 12, 2015	253	3		
Wednesday, May 13, 2015	254	6		
Thursday, May 14, 2015	255	9		
Friday, May 15, 2015	256	3		
Saturday, May 16, 2015	257	0.		
Sunday, May 17, 2015	258	0		
Monday, May 18, 2015	259	3		
Tuesday, May 19, 2015	259	3		
Wednesday, May 20, 2015	260	. 3		
Thursday, May 21, 2015	261			
		4		
Friday, May 22, 2015	263	2		
Saturday, May 23, 2015	264	0 •		
Sunday, May 24, 2015	265	0		
Monday, May 25, 2015	266	0 •		
Tuesday, May 26, 2015	267	3		
Wednesday, May 27, 2015	268	6		
Thursday, May 28, 2015	269	6		
Friday, May 29, 2015	270	3		
Saturday, May 30, 2015	271	0.		
Sunday, May 31, 2015	272	0		
Monday, June 01, 2015	273	2		
Tuesday, June 02, 2015	274	3		
Wednesday, June 03, 2015	275	3		
Thursday, June 04, 2015	276	3		
Friday, June 05, 2015	277	19		
Saturday, June 06, 2015	278	0 •		
Sunday, June 07, 2015	279	0		
Monday, June 08, 2015	280	0.		
Tuesday, June 09, 2015	281	3		
Wednesday, June 10, 2015	282	8		
Thursday, June 11, 2015	283	3		
Friday, June 12, 2015	284	3		
Saturday, June 13, 2015	285	0.		
Sunday, June 14, 2015	286	0		
Monday, June 15, 2015	287	3		
Tuesday, June 16, 2015		-		
	288	3		
Wednesday, June 17, 2015	289	3		
Thursday, June 18, 2015	290	3		
Friday, June 19, 2015	291	3		
Saturday, June 20, 2015	292	3		
Sunday, June 21, 2015	293	0		
Monday, June 22, 2015	294	10		
Tuesday, June 23, 2015	295	3		
Wednesday, June 24, 2015	296	0		
Thursday, June 25, 2015	297	3		
Friday, June 26, 2015	298	6		
Saturday, June 27, 2015	299	3		
Sunday, June 28, 2015	300	0		
Monday, June 29, 2015	301	2		
Tuesday June 20 2015	202	-		

302

0 •

Tuesday, June 30, 2015

25 = delay day 28 = Weather day 501 = holiday

96 = time. not counted

175-days countel 153° days not counted

328 total days

Thursday, October 30, 2014	59	0
Friday, October 31, 2014	60	0
Saturday, November 01, 2014	61	0
Sunday, November 02, 2014	62	0
Monday, November 03, 2014	63	0
Tuesday, November 04, 2014	64	0
Wednesday, November 05, 2014	65	0
Thursday, November 06, 2014	66	0
Friday, November 07, 2014	67	0
Saturday, November 08, 2014	68	0
Sunday, November 09, 2014	69	0
Monday, November 10, 2014	70	0
Tuesday, November 11, 2014	71	0
Wednesday, November 12, 2014	72	0
Thursday, November 13, 2014	73	0
Friday, November 14, 2014	74	0 •
Saturday, November 15, 2014	75	0 •
Sunday, November 16, 2014	76	0
Monday, November 17, 2014	77	0
Tuesday, November 18, 2014	78	0 •
Wednesday, November 19, 2014	79	2
Thursday, November 20, 2014	80	2
Friday, November 21, 2014	81	2
Saturday, November 22, 2014	82	0.
Sunday, November 23, 2014	83	0
Monday, November 24, 2014	84	3
Tuesday, November 25, 2014	85	3
Wednesday, November 26, 2014	86	3
Thursday, November 27, 2014	87	0 •
Friday, November 28, 2014	88	0.
Saturday, November 29, 2014	89	0.
Sunday, November 30, 2014	90	0
Monday, December 01, 2014	91	3
Tuesday, December 02, 2014	92	3
Wednesday, December 03, 2014	93	3
Thursday, December 04, 2014	94	3
Friday, December 05, 2014	95	3
Saturday, December 06, 2014	96	0 -
Sunday, December 07, 2014	97	0
Monday, December 08, 2014	98	6
Tuesday, December 09, 2014	99	6
Wednesday, December 10, 2014	100	6
Thursday, December 11, 2014	101	6
Friday, December 12, 2014	102	6
Saturday, December 13, 2014	103	0 +
Sunday, December 14, 2014	104	0
Monday, December 15, 2014	105	6
Tuesday, December 16, 2014	106	6
Wednesday, December 17, 2014	107	6
Thursday, December 18, 2014	108	6
Friday, December 19, 2014	109	0
Saturday, December 20, 2014	110	0.
Sunday, December 21, 2014	111	0
Monday, December 22, 2014	112	0
Tuesday, December 23, 2014	113	0
Wednesday, December 24, 2014	114	0
Thursday, December 25, 2014	115	0
Friday, December 26, 2014	116	6
Saturday, December 27, 2014	117	0 •
Sunday, December 28, 2014	118	0
Monday, December 29, 2014	110	0
Tuesday, December 30, 2014	120	0
Wednesday, December 31, 2014	120	0
The second of a state	121	0

Sunday, March 01, 2015	181	0
Monday, March 02, 2015	182	0
Tuesday, March 03, 2015	183	0
Wednesday, March 04, 2015	184	0
Thursday, March 05, 2015	185	0
Friday, March 06, 2015	186	0
Saturday, March 07, 2015	187	0
Sunday, March 08, 2015	188	0
Monday, March 09, 2015	189	0
Tuesday, March 10, 2015	190	0
Wednesday, March 11, 2015	191	0
Thursday, March 12, 2015	192	0
Friday, March 13, 2015	193	0
Saturday, March 14, 2015	194	0
Sunday, March 15, 2015	195	0
Monday, March 16, 2015	196	3
Tuesday, March 17, 2015	197	3
Wednesday, March 18, 2015	198	3
Thursday, March 19, 2015	199	8
Friday, March 20, 2015	200	8
Saturday, March 21, 2015	200	3
	201	0
Sunday, March 22, 2015		
Monday, March 23, 2015	203	2
Tuesday, March 24, 2015	204	2
Wednesday, March 25, 2015	205	3
Thursday, March 26, 2015	206	3
Friday, March 27, 2015	207	3
Saturday, March 28, 2015	208	0
Sunday, March 29, 2015	209	0
Monday, March 30, 2015	210	8
Tuesday, March 31, 2015	211	8
Wednesday, April 01, 2015	212	3
Thursday, April 02, 2015	213	3
Friday, April 03, 2015	214	7
Saturday, April 04, 2015	215	0
Sunday, April 05, 2015	216	0
Monday, April 06, 2015	217	3
Tuesday, April 07, 2015	218	7
Wednesday, April 08, 2015	219	7
Thursday, April 09, 2015	220	7
Friday, April 10, 2015	221	7
Saturday, April 11, 2015	222	7
Sunday, April 12, 2015	223	0
Monday, April 13, 2015	224	4
Tuesday, April 14, 2015	225	8
Wednesday, April 15, 2015	225	8
	220	
Thursday, April 16, 2015		8
Friday, April 17, 2015	228	6
Saturday, April 18, 2015	229	0
Sunday, April 19, 2015	230	0
Monday, April 20, 2015	231	6
Tuesday, April 21, 2015	232	6
Wednesday, April 22, 2015	233	6
Thursday, April 23, 2015	234	6
Friday, April 24, 2015	235	6
Saturday, April 25, 2015	236	0
Sunday, April 26, 2015	237	0
Monday, April 27, 2015	238	7
Tuesday, April 28, 2015	239	7
Wednesday, April 29, 2015	240	7
and a start in the start and a start	240	7
Thursday April 30 2015		
Thursday, April 30, 2015 Friday, May 01, 2015		
Friday, May 01, 2015	242	7

Wednesday, July 01, 2015	303	2
hursday, July 02, 2015	304	7
riday, July 03, 2015	305	0 •
aturday, July 04, 2015	306	0 •
unday, July 05, 2015	307	0
Anday, July 06, 2015	308	3
uesday, July 07, 2015	309	0 •
Vednesday, July 08, 2015	310	0 *
hursday, July 09, 2015	311	U
riday, July 10, 2015	312	0 •
aturday, July 11, 2015	313	0 •
Sunday, July 12, 2015	314	0
Monday, July 13, 2015	315	0 *
fuesday, July 14, 2015	316	0 •
Wednesday, July 15, 2015	317	0 •
Thursday, July 16, 2015	318	0 *
riday, July 17, 2015	319	0 •
Saturday, July 18, 2015	320	0 •
Sunday, July 19, 2015	321	0
Monday, July 20, 2015	322	4
Tuesday, July 21, 2015	323	0.
Wednesday, July 22, 2015	324	0.
Thursday, July 23, 2015	325	0 •
riday, July 24, 2015	326	0 •
aturday, July 25, 2015	327	4
Sunday, July 26, 2015	328	0
Monday, July 27, 2015	329	0
uesday, July 28, 2015	330	0
Wednesday, July 29, 2015	331	0
hursday, July 30, 2015	332	0
riday, July 31, 2015	333	0
aturday, August 01, 2015	334	3
unday, August 02, 2015	335	0
Monday, August 03, 2015	336	State of the second
uesday, August 04, 2015	337	
Vednesday, August 05, 2015	338	the second
Thursday, August 06, 2015	339	
Friday, August 07, 2015	340	1.18.0
Saturday, August 08, 2015	341	- Partie
Sunday, August 09, 2015	342	Sec. 2
Monday, August 10, 2015	343	
Tuesday, August 11, 2015	344	1× 222
Wednesday, August 12, 2015	345	
Thursday, August 13, 2015	346	a sub-
Friday, August 14, 2015	347	
aturday, August 15, 2015	348	(main)
unday, August 16, 2015	349	
Monday, August 17, 2015	350	- 14 A
Tuesday, August 18, 2015	351 ,	12000
Wednesday, August 19, 2015	352	
Thursday, August 20, 2015	353	- 04 E
riday, August 21, 2015	354	
aturday, August 22, 2015	355	1-5-5-1
iunday, August 23, 2015	356	Sec. 1
Monday, August 24, 2015	357	
Fuesday, August 25, 2015	358	Contraction of the
Nednesday, August 26, 2015	359	
Thursday, August 27, 2015	360	
Friday, August 28, 2015	361	
Saturday, August 29, 2015	362	1223
Sunday, August 30, 2015	363	and the second
Monday, August 31, 2015	364	and the second se



17 W. Maxwell Street, Pensacola, FL 32501

September 4, 2015

Max Saam Hewes & Company, LLC 390 Selina Street Pensacola, FL 32503

Re: Blue Springs Avenue Emergency Repair Project Blue Springs Delay and Cost Recommendations Response Letter Response to Worker On Site Days

Max,

Please find the attached responses form the Blue Springs Delay and Cost Recommendations Letter which we received from the county on September 2, 2015.

We have been in dispute with the county for several weeks now over the contract days and substantial completion date. We have been told several times that the county is going to let June 5th be the substantial completion date but now in this letter they are saying that they are agreeing with the EOR date July 25th. It, also has been documented that we were not on site/ working for 81 days of the contract. I have listed the days and explanation below.

Summary of Workers Onsite for Blue Springs Construction

174 days shown with no workers on spreadsheet provided by Atkins

-58 days for stop work (14 days we had workers onsite fixing roadway and repairing erosion)

-8 days for Holidays (Thanksgiving (2), Christmas (2), New Year's (2), Memorial Day & 4th of July)

-38 days for Sundays

- 11 days for Utility work being performed by PCCC/ ECUA

-34 days for Weather delays (Per report provided by Atkins in the letter from the County)

-5 days (the week between Christmas and New Years that most contractors shut down for maintenance and repairs on equipment)

I come up with about 20 days that we did not have workers onsite from the math above and this doesn't include any Saturdays (33 days).

Please feel free to contact me if additional information is needed.

Sincerely, SITE & UTILITY, LLC Bobby Godfrey, ∨.P. 850-554-6552 Bobbygodfrey2@gmail.com

Summary of Worker Onsite For Blue Springs Construction Tuesday, September 01, 2015

Wednesday, August 27, 2014	Surface Days	Workers On Site
Tuesday, September 02, 2014	1	0
Wednesday, September 03, 2014 Thursday, September 04, 2014	2	0
Friday, September 05, 2014	4	0
Saturday, September 06, 2014 Sunday, September 07, 2014	5	0 3
Monday, September 08, 2014	7	5
Tuesday, September 09, 2014 Wednesday, September 10, 2014	8	5
Thursday, September 11, 2014	10	2
Friday, September 12, 2014 Saturday, September 13, 2014	11	2
Sunday, September 14, 2014	13	0 1
Monday, September 15, 2014 Tuesday, September 16, 2014	14	2
Wednesday, September 17, 2014	16	0
Thursday, September 18, 2014 Friday, September 19, 2014	17	0
Saturday, September 20, 2014	19	0
Sunday, September 21, 2014 Monday, September 22, 2014	20	0
Tuesday, September 23, 2014 Wednesday, September 24, 2014	22	0
Thursday September 25 2014	23	0
Friday, September 26, 2014	25	0
Saturday, September 27, 2014 Sunday, September 28, 2014	26	0
Friday, September 25, 2014 Saturday, September 26, 2014 Sunday, September 27, 2014 Monday, September 28, 2014 Tuesday, September 29, 2014 Tuesday, September 30, 2014 Wednesday, October 01, 2014	28	5'
Tuesday, September 30, 2014 Wednesday, October 01, 2014	29 30	5
	31	5
Friday, October 03, 2014 Saturday, October 04, 2014	32 33	5.
Sunday, October 05, 2014	34	0
Monday, October 06, 2014 Tuesday, October 07, 2014	35 36	5
Wednesday, October 08, 2014	37	5
Thursday, October 09, 2014 Friday, October 10, 2014	38 39	5
Saturday, October 11, 2014	40	0
Sunday, October 12, 2014 Monday, October 13, 2014	41 42	3.
Tuesday, October 14, 2014 Wednesday, October 15, 2014	43	3 .
Thursday, October 16, 2014	44 45	3 -
Friday, October 17, 2014 Saturday, October 18, 2014	46 47	3
Sunday, October 19, 2014 Sunday, October 19, 2014	47	0
Monday, October 20, 2014 Tuesday, October 21, 2014	49	0
Wednesday, October 22, 2014	50	0
Thursday, October 23, 2014 Friday, October 24, 2014	52	0
Saturday, October 25, 2014	53 54	0
Sunday, October 26, 2014 Monday, October 27, 2014	55	0
Tuesday, October 28, 2014	56 57	0
Wednesday, October 29, 2014 Thursday, October 30, 2014	58	0
Friday, October 31, 2014	60	0
Saturday, November 01, 2014 Sunday, November 02, 2014	61 62	0
Monday, November 03, 2014	63	0
Tuesday, November 04, 2014 Wednesday, November 05, 2014	64	0
Thursday, November 06, 2014	66	0
Friday, November 07, 2014 Saturday, November 08, 2014	67	0
Sunday, November 09, 2014	69	0
Monday, November 10, 2014 Tuesday, November 11, 2014	70	0
Wednesday, November 12, 2014	72	0
Thursday, November 13, 2014 Friday, November 14, 2014	73	0
Saturday, November 15, 2014	75	0
Sunday, November 16, 2014 Monday, November 17, 2014	76	0 *
Tuesday, November 18, 2014	78	0
Wednesday, November 19, 2014 Thursday, November 20, 2014	79 80	2
Friday, November 21, 2014	81	2
Saturday, November 22, 2014 Sunday, November 23, 2014	82	0
Monday, November 24, 2014	84	3
Tuesday, November 25, 2014 Wednesday, November 26, 2014	85	3
Thursday, November 27, 2014	87	0
Friday, November 28, 2014 Saturday, November 29, 2014	88	0
Sunday, November 30, 2014	90	0 .
Monday, December 01, 2014 Tuesday, December 02, 2014	91 92	3
Wednesday, December 03, 2014	93	3
Thursday, December 04, 2014 Friday, December 05, 2014	94 95	3
Saturday, December 06, 2014	96	0
Sunday, December 07, 2014 Monday, December 08, 2014	97 98	6
Tuesday, December 09, 2014	99	6
Wednesday, December 10, 2014 Thursday, December 11, 2014	100	6
Friday, December 12, 2014	102	6
Saturday, December 13, 2014 Sunday, December 14, 2014	103 104	0 1
Monday, December 15, 2014	105	6
Tuesday, December 16, 2014 Wednesday, December 17, 2014	106 107	6
Thursday, December 18, 2014	108	6
Friday, December 19, 2014 Saturday, December 20, 2014	109 110	0
Sunday, December 21, 2014	110	0 1
Monday, December 22, 2014 Tuesday, December 23, 2014	112 113	0
Wednesday, December 24, 2014	114	0
Hursday, December 25, 2014	115	0
Friday, December 26, 2014 Saturday, December 27, 2014	116 117	6
Complex Describes 20 2014	118	0 1
Sunday, December 28, 2014 Monday, December 29, 2014	119	0

Date	Contract Days	Workers C Site
mursday, January 01, 2015	122	0
Friday, January 02, 2015 Saturday, January 03, 2015	123 124	0
Sunday, January 04, 2015	124	0, 1
Monday, January 05, 2015 Fuesday, January 06, 2015	126 127	6
Wednesday, January 07, 2015	127	6
Fhursday, January 08, 2015 Friday, January 09, 2015	129 130	6
Baturday, January 10, 2015	130	6
Sunday, January 11, 2015 Monday, January 12, 2015	132 133	0 s 6
Fuesday, January 13, 2015	134	0
Nednesday, January 14, 2015 Fhursday, January 15, 2015	135 136	6
Friday, January 16, 2015	137	4
Baturday, January 17, 2015 Sunday, January 18, 2015	138 139	0
Monday, January 19, 2015	140	4
Fuesday, January 20, 2015 Wednesday, January 21, 2015	141 142	4
Thursday, January 22, 2015	142	4
Friday, January 23, 2015 Saturday, January 24, 2015	144 145	4
Sunday, January 25, 2015	145	0 1
Monday, January 26, 2015 Fuesday, January 27, 2015	147 148	4
Wednesday, January 28, 2015	149	4
Friday, January 29, 2015 Friday, January 30, 2015	150 151	4
Saturday, January 31, 2015	151	0
Sunday, February 01, 2015 Monday, February 02, 2015	153 154	0 0
Fuesday, February 03, 2015	155	4
Wednesday, February 04, 2015 Thursday, February 05, 2015	156 157	2
Friday, February 06, 2015	158	2
Saturday, February 07, 2015 Sunday, February 08, 2015	159 160	0
Monday, February 09, 2015	161	2
Fuesday, February 10, 2015 Wednesday, February 11, 2015	162 163	2
Thursday, February 12, 2015	163	4
Friday, February 13, 2015 Saturday, February 14, 2015	165 166	4
Sunday, February 15, 2015	166	0
Monday, February 16, 2015 Fuesday, February 17, 2015	168 169	4
Wednesday, February 17, 2015	170	4
Thursday, February 19, 2015 Friday, February 20, 2015	171 172	0
Saturday, February 21, 2015	173	0
Sunday, February 22, 2015 Monday, February 23, 2015	174 175	0
Monday, February 23, 2015 Fuesday, February 24, 2015	175	0
Wednesday, February 25, 2015 Thursday, February 26, 2015	177 178	0
Friday, February 27, 2015	178	0
Saturday, February 28, 2015 Sunday, March 01, 2015	180 181	0
Monday, March 02, 2015	181	0
Tuesday, March 03, 2015 Wednesday, March 04, 2015	183 184	0
Fhursday, March 05, 2015	185	0
Friday, March 06, 2015 Saturday, March 07, 2015	186 187	0
Sunday, March 08, 2015	187	0
Monday, March 09, 2015 Fuesday, March 10, 2015	189 190	0
Wednesday, March 11, 2015	191	0
Thursday, March 12, 2015 Friday, March 13, 2015	192 193	0
Saturday, March 14, 2015	194	0
Sunday, March 15, 2015 Monday, March 16, 2015	195 196	0.
Tuesday, March 17, 2015	197	3
Wednesday, March 18, 2015 Thursday, March 19, 2015	198 199	3
Friday, March 20, 2015	200	8
Saturday, March 21, 2015 Sunday, March 22, 2015	201 202	3
Monday, March 23, 2015	203	2
Tuesday, March 24, 2015 Wednesday, March 25, 2015	204	2
Thursday, March 26, 2015	206	3
Friday, March 27, 2015 Saturday, March 28, 2015	207 208	3
Sunday, March 29, 2015	209	0
Monday, March 30, 2015 Tuesday, March 31, 2015	210 211	8
Wednesday, April 01, 2015	212	3
Thursday, April 02, 2015 Friday, April 03, 2015	213 214	3
Saturday, April 04, 2015	214 215	0
Sunday, April 05, 2015 Monday, April 06, 2015	216 217	0
Tuesday, April 07, 2015	218	3
Wednesday, April 08, 2015 Thursday, April 09, 2015	219 220	7
Friday, April 10, 2015	220	7
Saturday, April 11, 2015 Sunday, April 12, 2015	222	7
Monday, April 13, 2015	224	4
Tuesday, April 14, 2015 Wednesday, April 15, 2015	225 226	8
Thursday, April 16, 2015	226	8
Friday, April 17, 2015	228	6
Saturday, April 18, 2015 Sunday, April 19, 2015	229 230	0
Monday, April 20, 2015	231	6
Tuesday, April 21, 2015 Wednesday, April 22, 2015	232	6
Thursday, April 23, 2015	234	6
Friday, April 24, 2015 Saturday, April 25, 2015	235 236	6
Sunday, April 26, 2015	237	0
Monday, April 27, 2015 Fuesday, April 28, 2015	238 239	7
Wednesday, April 29, 2015	240	7
	241	7
Thursday, April 30, 2015 Friday, May 01, 2015	242	7

Date	Contract	Workers On
Sunday, May 03, 2015	Days 244	Site
Monday, May 04, 2015 Tuesday, May 05, 2015	245 246	7
Wednesday, May 06, 2015 Thursday, May 07, 2015	247 248	7
Friday, May 08, 2015	249	3
Saturday, May 09, 2015 Sunday, May 10, 2015	250 251	0
Monday, May 11, 2015 Tuesday, May 12, 2015	252 253	3
Wednesday, May 13, 2015 Thursday, May 14, 2015	254 255	6
Friday, May 15, 2015	256	3
Saturday, May 16, 2015 Sunday, May 17, 2015	257 258	0
Monday, May 18, 2015 Tuesday, May 19, 2015	259 260	3
Wednesday, May 20, 2015 Thursday, May 21, 2015	261 262	3
Friday, May 22, 2015	263	2
saturday, May 23, 2015 Sunday, May 24, 2015	264 265	0
Manday, May 25, 2015 Tuesday, May 26, 2015	266 267	0
Wednesday, May 27, 2015 Fhursday, May 28, 2015	268 269	6
Friday, May 29, 2015	270	3
Saturday, May 30, 2015 Sunday, May 31, 2015	271 272	0
Monday, June 01, 2015 Fuesday, June 02, 2015	273	2
Wednesday, June 03, 2015 Thursday, June 04, 2015	275 276	3
Friday, June 05, 2015	277	19
Saturday, June 06, 2015 Sunday, June 07, 2015	278 279	0
Monday, June 08, 2015 Tuesday, June 09, 2015	280 281	0
Wednesday, June 10, 2015 Thursday, June 11, 2015	282 283	8
Friday, June 12, 2015	284	3
Gaturday, June 13, 2015 Sunday, June 14, 2015	285 286	0
Monday, June 15, 2015 Tuesday, June 16, 2015	287 288	3
Nednesday, June 17, 2015 Thursday, June 18, 2015	289 290	3
Friday, June 19, 2015	291	3
Geturday, June 20, 2015 Gunday, June 21, 2015	292 293	3
Monday, June 22, 2015 Fuesday, June 23, 2015	294 295	10
Wednesday, June 24, 2015 Fhursday, June 25, 2015	296 297	0
riday, June 26, 2015	298	6
Saturday, June 27, 2015 Sunday, June 28, 2015	299 300	3
Monday, June 29, 2015 Tuesday, June 30, 2015	301 302	2
Wednesday, July 01, 2015 Thursday, July 02, 2015	303 304	2
riday, July 03, 2015	305	0
Saturday, July 04, 2015 Sunday, July 05, 2015	306 307	0
Monday, July 06, 2015 Tuesday, July 07, 2015	308 309	3
Wednesday, July 08, 2015	310	0
Thursday, July 09, 2015 Friday, July 10, 2015	311 312	0
Saturday, July 11, 2015 Sunday, July 12, 2015	313 314	0
Monday, July 13, 2015 Tuesday, July 14, 2015	315 316	0
Wednesday, July 15, 2015	317	0
Thursday, July 16, 2015 Friday, July 17, 2015	318 319	0
Saturday, July 18, 2015 Sunday, July 19, 2015	320 321	0
Monday, July 20, 2015	322	4
Tuesday, July 21, 2015 Wednesday, July 22, 2015	323 324	0
Thursday, July 23, 2015 Friday, July 24, 2015	325 326	0
Seturday, July 25, 2015 Sunday, July 26, 2015	327 328	4
Monday, July 27, 2015	329	0
Fuesday, July 28, 2015 Nednesday, July 29, 2015	330 331	0
Fhursday, July 30, 2015 Friday, July 31, 2015	332 333	0
Saturday, August 01, 2015	334	3
Sunday, August 02, 2015 Monday, August 03, 2015	336	
Tuesday, August 04, 2015 Wednesday, August 05, 2015	337 338	
Thursday, August 06, 2015 Friday, August 07, 2015	339 340	
Saturday, August 08, 2015	341	-
Sunday, August 09, 2015 Monday, August 10, 2015	342 343	
Гuesday, August 11, 2015 Wednesday, August 12, 2015	344 345	
Thursday, August 13, 2015 Friday, August 14, 2015	346 347	
Saturday, August 15, 2015	348	-
Sunday, August 16, 2015 Monday, August 17, 2015	349 350	-
Tuesday, August 18, 2015 Wednesday, August 19, 2015	351 352	
Thursday, August 20, 2015	353	
Friday, August 21, 2015 Saturday, August 22, 2015	354 355	
Sunday, August 23, 2015 Monday, August 24, 2015	356 357	
Tuesday, August 25, 2015 Wednesday, August 26, 2015	358 359	
Thursday, August 27, 2015	360	
Friday, August 28, 2015 Saturday, August 29, 2015	361 362	
Sunday, August 30, 2015	363	-

174 Total 58 stop with 11 pccclecula 2 Holidays 38 sundays 34 weather - 5 week believen Wistmas New Years



Board of County Commissioners • Escambia County, Florida

Joy Blackmon, PE, Public Works Director Engineering Department

August 12, 2015

Mr. Max Saam Hewes and Company, LLC 390 Selina Street Pensacola, FL 32503

Re: Blue Springs Delay and Cost Recommendations Letter

Dear Mr. Saam,

Escambia County and the Engineer of Record, Atkins, have reviewed your time extension request dated July 28, 2015 and offer the following settlement. An additional \$940.75 has been approved and will be added to the close out change order, and an additional 16 days will be added to the contract. (For details of determination see backup letters attached letters from Atkins and County dated 8/6/2015)

In regards to reducing the total liquidated damages to be assessed, we understand that you believe the project was substantially complete on 6/5/2015, the date the road was paved. Staff has compared your request with project documentation (backup provided) and summarized below. As an act of good faith, this request will be presented to the Board of County Commissioners (BCC) for consideration.

Per section 20 "Completion" of the construction contract (see attached), the engineer of record is responsible for determining the items needed to reach substantial completion. We have discussed this with legal and they provided an opinion that the substantial completion date and definition should be provided by the engineer and that has been our basis for calculating liquidated damages. The engineer determined the project was substantially complete on 7/25/2015 (see attached email).

Based upon the substantial completion date, liquidated damages have been assessed from 5/13 to 7/25 (74 total days). In consideration of your request and the total justified on County and Atkins response letters dated 8/6, it could be reduced to 58 days. The invoice for May had 18 days assessed and the June invoice had 25 days assessed. An additional 15 days should be assessed for July which is the month substantial completion was determined.

Max Saam Hewes and Company, LLC Blue Springs Delay and Cost Recommendations Letter August 12, 2015

Based upon the substantial completion date, liquidated damages have been assessed from 5/13 to 7/25 (74 total days). In consideration of your request and the total justified on County and Atkins response letters dated 8/6, it could be reduced to 58 days. The invoice for May had 18 days assessed and the June invoice had 25 days assessed. An additional 15 days should be assessed for July which is the month substantial completion was determined.

To provide further background on the work effort provided, we reviewed the CEI reports and found the following:

# of Workers On-Site	0	1	2	3	4	5	6	7	8	9	10	19 (paving crew)	* 201 Total Work Days
# of days	81	0	15	39	20	2	25	11	5	1	1	1	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 that a "Stop Work" order was in effect, approved rain days, Christmas Eve, Christmas Day, New Years Eve, New Years Day, or approved delay/recovery days.

It should be noted that it appears the largest factor in delaying completion was that there were 135 days with three or less workers on site and 81 of those had zero workers on site. Additionally, during creation of the 2nd change order, extensive collaboration was held with Hewes to determine a reasonable and very attainable new completion date. Furthermore, throughout construction, onsite workers expressed their frustration to staff over the lack of sufficient manpower, equipment, and materials being available to do the work.

Please feel free to contact me with any questions,

Sincerely,

Jack Brown,

County Administrator

cc: Joy D. Blackmon, P.E., Public Works Director Joy Jones, P.E., Engineering Division Manager Jeremy King, P.E., Engineering Program Manager Wes Moreno, Public Works Deputy Director



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Board of County Commissioners • Escambia County, Florida

Joy Blackmon, PE, Public Works Director Engineering Department

Blue Springs Delay and Cost Recommendations Response Letter

August 6, 2015

Escambia County has reviewed your time extension request dated July 28, 2015 and also took into consideration the response Atkins generated dated 8/6/2015 and offer the following response:

Construction Delay Comments

- 1. Atkins approved, the County disagrees as we originally stated in the 7/16 email, response #1 (see attached). No days added.
- 2. Atkins denied and the County agrees with Atkins.
- 3. Atkins denied additional quantities and 10 day request and the County agrees with Atkins. See 7/16 email, response #3. No days added.
- 4. Atkins denied and the County agrees with Atkins. See 7/16 email, response #4. No days added.
- 5. Atkins denied and the County agrees with Atkins. See 7/16 email, response #5. No days added.
- 6. Atkins approved and the County agrees. See 7/16 email, response #6. Add 4 days. No days added.
- 7. Atkins approved and the County previously agreed to 2 days. See 7/16 email, response #7. Add 2 days.
- Atkins partially agreed to add 6 days. The County approved 6 weather/delay days. See 7/16 email, response #8. Add 6 days.
- 9. Atkins partially agreed to add 1 day and the County agrees with Atkins. See 7/16 email, response #9. Add 1 day.
- 10. Atkins denied and the County agrees with Atkins. No days added.

Construction Cost Comments

- 1. Atkins denied and County agrees with Atkins.
- 2. Atkins denied and the County agrees with Atkins.
- 3. Atkins denied and the County agrees with Atkins. See 7/16 email, response #3.
- 4. Atkins denied and the County agrees with Atkins. See 7/16 email, response #5.
- 5. Atkins approved and the County agrees with Atkins. See 7/16 email, response #9. Close out change order will include an additional \$330 for 3 additional mailboxes.
- 6. Atkins approved and the County agrees with Atkins. See 7/16 email, response #9. Close out change order will include an additional \$45 for relocation of 1 mailbox.
- 7. Atkins approved and the County agrees with Atkins. Close out change order will include these three items totaling \$565.75.

ATKINS

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www.atkinsglobal.com/northamerica #

August 6, 2015

Mr. Jeremy King Escambia County Senior Project Coordinator 3363 West Park Place Pensacola, Florida 32505 Telephone (850) 595-3419

Re: Blue Springs Delay and Cost recommendations

Project: Blue Springs Avenue Emergency Repair Project

Dear Mr. King,

Atkins staff has reviewed the letter from Hewes & Company's requesting additional time and cost for construction activities on Blue Springs Avenue. The Contractor has requested a total of 98 days be added to the construction schedule and \$6,838.15 in additional cost. Atkins has provided responses to each of the items addressed in the letter. Please find below our responses:

Construction Delay Comments:

1. Time for the removal of the 42" RCP and storm water junction that was not shown on the drawings at the outfall. Plans called for the removal of 36" plastic pipe and did not show the junction box. An additional 3 Days is requested.

Response: The contractor should have informed the inspector, EOR or County Staff prior to removing the junction box and the larger diameter outfall pipe. Also, the County allowed the contractor to sawcut and tie to the existing pipe instead of connecting to directly to the curb inlet per plans in order to reduce time. However, we agree that 3 days should be given to the contractor.

2. Time for County to process change order 3 and 4 in order to be able to bill work completed pervious months. An additional 35 Days is requested.

Response: It is the contractor's reasonability to budget for changes orders. No additional time will be added to the construction schedule.

3. Additional time/compensation for over excavating the yards over and beyond what the plans called for. Pay Item Note 3 on Sheet C-003. Yards were over excavated 1-2 feet per



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the direction of Atkins. There is a 472 CY overrun on the excavation line item. An additional 10 Days is requested.

Response: The removal of the milling road could have been completed in within a timely manner. However the contractor did not remove all of the millings out of the yards the first time. Also the contractor installed embankment that consisted of rocks and other debris.

4. Plans show only 1 manhole to be adjusted at Sta. 9+00, there were a total of 4 manholes adjusted with concrete collars. Original plans show patching roadway and no adjustments were made when the plans were changed to complete reconstruction. An additional 2 Days is requested.

Response: The method that the contractor chose to use during paving was to place a steel plate on manhole and coming back and then place a concrete collar. The concrete collar was not called for in the plans. This seems to be the contractor's method of choice. No additional time is justified.

5. Additional time to set up and move MOT for the contract time extensions and additional work added to the contract by the County. An additional 5 Days is requested.

Response: The Contractor should have asked for the additional time with the Change order. No additional time will be added to the construction schedule.

6. Additional time for the concrete driveway and driveway demo overruns. An additional 4 Days is requested.

Response: Agree, 4 days will be to the construction schedule.

7. Days for additional paving, milling, demo, rock base, and subgrade work performed on Fairview Drive. An additional 7 Days is requested.

Response: The Contractor should have address this concern during the change order. An additional 2 days will be added to the construction schedule.

8. Additional weather days since the last request was sent on May 4, 2015. An additional 18 Days is requested.



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Response: All improved weather days were incorporated into Change Order No. 4. Change Order No. 5 will include an additional 6 weather days from Jume 3, 2015..

9. Change Order for 4 additional mailboxes and 1 relocation of a new mailbox already installed as requested today. The other 23 mailboxes have been installed per plans. An additional 2 Days is requested.

Response: The Contractor should have notified the EOR that the residence did not won't the mailbox instead of installing the mailbox, thus leaving 2 functioning mailboxes at one property. The 4 mailboxes added should have been installed in one day. An additional 1 day will be added to the construction schedule.

10. Additional days waiting for revised driveway drawings and clarification. An additional 12 Days is requested.

Response: Any request for additional delays for the driveways was addressed in Change Order No. 2. No additional time will be added to the construction schedule.

Construction Cost Comments:

1. Removal of 144 LF of 42" RCP (additional cost): 144LF x \$11.875/LF = \$1,706.40 (Original plans and bid documents called out to remove 36" plastic pipe)

Response: Not approved based on Section 11.1 and 11.2 of the contract.

2. Remove storm water junction box at the outfall (not shown on the drawing): 1 Ea x \$500/EA= \$500.00

Response: Not approved based on Section 11.1 and 11.2 of the contract.

3. Earthwork excavation: 440 CY x \$4.65/CY = \$2,046.00

Response: Not approved this was a lump sum item for removal of the temporary road.

4. Additional MOT for the C.O. work on Fairview (this included MOT for demo, excavation, rock base, milling, and asphalt work): 1 LS x 1,645/LS = 1,645.00

Response: Not approved - See 11.1 and 11.2 of contract. This also should have been included if it was an issue with the change order for additional work.



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5. Install additional mailboxes: 3 EA x \$110/EA = \$330.00

Response: Approved and will be included in the close out change order.

6. Relocation mailbox previously installed (relocated from 927 Blue Springs Drive. Requested to lease his existing mailbox: $1 \text{ EA x } \frac{45}{\text{EA}} = \frac{45.00}{100}$

Response: County staff should have be made aware of the issues. Approved and will be included in the close out change order.

7. Additional work on Fairview per County changes: Saw cutting asphalt: 48 LF x \$5.00/LF = \$240.00 Earthwork excavation: 15 CY x \$4.65/CY = \$69.75 Remove Asphalt: 64 SY x \$4.00/SY = \$256.00

Response: Approved and will be included in the close out change order.

Atkins will increase the contract amount to \$940.75.

If additional information is needed, please contact myself at 850-478-9844.

Sincerely,

the the hand

Kevin Morgan, P.E. Project Engineer

Jeremy R. King

From:Jeremy R. KingSent:Thursday, July 16, 2015 4:41 PMTo:Max SaamCc:Joy Jones; Morgan, Kevin MSubject:RE: Blue Springs

Max,

I am going to address several emails with this one.

Regarding the letter requesting time and compensation from Site and Utility.

1. Not approved - See 11.1 and 11.2 of contract.

2. Not approved - The reason the change order was contemplated was to replace the pipe that was installed in error. The plans clearly showed an existing 36" pipe to be removed, rather than a 42", and also didn't show the existing junction box. If the County was made aware of this discrepancy when it was uncovered, as written in the contract 1.2, we could have made revisions and the additional work could have taken place while the pipe crew was on site, rather than a complete removal and reinstallation at a later date. Although notification wasn't made, the County instructed the contractor to replace the 42" pipe on 5/28. The contractor did not proceed with this work and on 6/18, the County was made aware that the contractor would not proceed with the work until the approved change order was provided. In response, the County followed up on 6/18 with a revised change order showing that work would not be issued and the ditch would be eliminated within the contract. Maintenance on the ditch is the responsibility of the contractor and he should not be compensated or extended due to this.

3. Not approved - The lump sum line item for temporary road removal should cover this.

4. Not approved - See 11.1 and 11.2 of contract. In addition, the method the contractor chose was to place a steel plate on manhole and then come back and then place a concrete collar. This is a means and method the contractor chose to implement.

5. Not approved - See 11.1 and 11.2 of contract. This also should have been included if it was an issue with the change order for additional work.

6. Approved.

7. Partially approved - The change order has not had any impact on the critical patch for completion. Payment for these items are included in the forthcoming change order. 2 days will be added for the additional asphalt work.

8. Partially approved - Atkins and contractor daily reports only show 6 valid weather days beyond those captured in the forthcoming change order.

9. Partially approved - Close out change order will include the additional mailbox. Please provide a cost to relocate one mailbox. This work was completed by a sub and did not impact critical patch. 1 day will be added for this work.

I know there are some items still left to complete within the main scope of the project (sod, shrubs, trees, and planter box, etc). I would be happy to meet so we can try to finish this out. If you are available we can meet at our office first of next week. Until the project is substantially complete, damages are still being assessed.

Regarding pay apps and liquidated damages; When LD's are assessed beyond one billing month, it is policy to do so monthly to ensure adequate funding will remain. This will be an issue for pay app #8 since it is less than the LD for the month. I was copied on the updated pay app 9 from Janice and as soon as it is signed by Atkins I will get it processed.

The change order that is in process went to the administrator on 7/14 for signature. There has been about a 1-1.5 week turnaround from the time the administrator has it that point to having the CO in hand. Hopefully this means it will be here next week.

Give me a call if you would like to discuss.

Jeremy

From: Max Saam [mailto:max@hewesandcompany.com] Sent: Wednesday, July 08, 2015 3:53 PM To: Jeremy R. King Subject: FW: Blue Springs

Jeremy,

Please see attached letter from Bobby Godfrey with Site & Utility. He is requesting additional time and money for changes made to the contract by Atkins/County. Days total 44 working days.

A punchlist has been created by Atkins and this project is basically wrapped up. Do we need all need to sit down together and hash out the details so we can put this project behind us?

Thanks

From: Bobby Godfrey [mailto:bobbygodfrey2@gmail.com] Sent: Wednesday, July 08, 2015 3:46 PM To: Max Saam Subject: Blue Springs

here is the letter with days attached to each item. thanks

--

Thanks, Site & Utility, LLC 17 W. Maxwell Street Pensacola, FL 32501 Bobby Godfrey bobbygodfrey2@gmail.com 850-554-6552 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. <u>COMPLETION</u>

- 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

Jeremy R. King

From: Sent:	Morgan, Kevin M [Kevin.Morgan@atkinsglobal.com] Monday, July 27, 2015 1:43 PM
То:	Jeremy R. King; Smith, Rick G
Cc:	Omer R Eacret; LeGrand, Philip; Welfle, Alex J
Subject:	RE: Blue Springs Updated Punch list & Photos

Jeremy,

The contractor stabilized the outfall area with sod on Saturday July 25, 2015. However did not place the riprap back into the ditch. We have the riprap as part of the punch list items. I would consider Blue Springs repair project substantially complete. I consider a project substantially complete if all critical construction activities have been significantly completed to provide a functioning project as defined by the construction plans and specifications and that the remaining construction activities do not pose a hazard to the community, traveling vehicles, and the environment. Substantially complete shall include completion of the roadway pavement, drainage, curb & gutter, driveways, pavement markings, signage, sodding, and mailboxes.

Kevin M. Morgan, P.E.

Senior Engineer - Transportation Design

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From: Jeremy R. King [mailto:jrking@co.escambia.fl.us]
Sent: Monday, July 27, 2015 12:03 PM
To: Morgan, Kevin M; Smith, Rick G
Cc: Omer R Eacret; LeGrand, Philip; Welfle, Alex J
Subject: RE: Blue Springs Updated Punch list & Photos

Kevin,

Is stabilization at the outfall pipe area the only thing remaining to be substantially complete? Can you send me your definition of substantial completion which you are basing this determination on?

Thanks, Jeremy

From: Morgan, Kevin M [mailto:Kevin.Morgan@atkinsglobal.com]
Sent: Thursday, July 23, 2015 11:54 AM
To: Smith, Rick G; Jeremy R. King
Cc: Omer R Eacret; LeGrand, Philip; Welfle, Alex J
Subject: RE: Blue Springs Updated Punch list & Photos

Jeremy,

Based on a review of the site on July 22, 2015 the project is <u>not</u> substantially complete since the outfall pipe area has not been stabilized and sodded.

Thanks

Kevin M. Morgan, P.E. Senior Engineer - Transportation Design

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mail: kevin.morgan@atkinsglobal.com | Web: www.atkinsglobal.com/northamerica www.atkinsglobal.com

From: Smith, Rick G
Sent: Thursday, July 23, 2015 11:13 AM
To: Jeremy R. King
Cc: 'Omer Eacret; Morgan, Kevin M; LeGrand, Philip; Welfle, Alex J
Subject: Blue Springs Updated Punch list & Photos

Jeremy,

Attached is an Updated Punch list & Photos. If you have any questions please contact Kevin or myself.

Richard "Rick" G. Smith Senior Field Representative, Construction Services

ATKINS

New Direct dial 850-238-3259

100 Richard Jackson Blvd,Suite 120, Panama City Beach, FL 32407-2516 Tel: 850-236-8675 | Fax: 850-236-8676 | Cell: 850-777-0272 Email: richard.g.smith@atkinsglobal.com | Web: www.atkinsglobal.com/northamerica www.twitter.com/atkinsglobal | Facebook: www.facebook.com/atkinsglobal LinkedIn: www.linkedin.com/company/atkins | YouTube: www.youtube.com/wsatkinsplc

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The IS team in Atkins has scanned this email and any attachments for viruses and other threats; however no



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8992	County Administrator's Report 13. 17.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Purchase of One Rough Terrain Forklift, 4WD, 6000 lb. Lift Capacity for the Road Division, VE 14-15.041
From:	Joy D. Blackmon, P.E., Director
Organization:	Public Works
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Purchase of One Rough Terrain Forklift 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 Thompson Lift Truck Company, in the amount of \$66,705, for one 2015 C-Series, C-06-10116, 4WD, 6000 pound Lift Capacity Rough Terrain Forklift for the Road Division, according to the specifications of VE14-15.041.

The Office of Purchasing posted the request on the Escambia County website for 30 days, beginning August 7, 2015. One additional responsive quote was obtained from Thompson Lift Truck Company, Pensacola, Florida.

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

BACKGROUND:

This rough terrain forklift, upon purchase, will replace a model in the current fleet. This new unit will facilitate the receipt and delivery of road materials and supplies at the Road Division and Fleet Maintenance. A quote was obtained from the Florida State Term Contract No. 22101000-15-1 for the purchase, based on the specifications of VE 14-15.041. The Office of Purchasing posted the request on the Escambia County website for 30 days, beginning August 7, 2015. One additional responsive quote was obtained from Thompson Lift Truck Company, Pensacola.

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 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

<u>VE 14-15.041</u> <u>State Contract Pricing 22101000-15-1</u> <u>Thompson Lift Truck Quote</u>

N/A



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 ROUGH TERRAIN FORKLIFT; 4WD, 6000 LB. LIFT CAPACITY, 21' MAST HEIGHT

Color: Manufacturer's Standard Equipment color

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

60- days after receipt of order

Maximum Budgeted Purchase Amount:

\$ 72,921.90

<u>VE14-15.041 ROAD DEPARTMENT EQUIPMENT PURCHASE # 7 -</u> ROUGH-TERRAIN FORK LIFT; 4WD, 6000 LB. LIFT CAPACITY, 21' HEIGHT CAPACITY

SPECIFICATIONS:

GENERAL

ONE PIECE MAINFRAME WITH COMPONENT DRIVELINE

ENGINE

- 4 CYLINDER, 74 HP GROSS, TIER 3, MINIMUM, TURBOCHARGED ASPIRATION
- TWO STAGE AIR CLEANER, SPIN-ON FUEL FILTER, FULL FLOW, SPIN ON OIL FILTER, FUEL-WATER SEPARATOR
- THERMOSTAT, ANTI-FREEZE PROTECTION TO NEGATIVE 10 DEGREES F., MINIMUM

TRANSMISSION

- 4WD 4X4 SYNCHROMESH SHUTTLE, SYNCHRONIZED SHIFTING IN ALL GEARS, POWER SHUTTLE DIRECTION CHANGE (REVERSE), 4WD SELECTION.
- ELECTRIC OVER HYDRAULIC OPERATED DIFFERENTIAL LOCK

AXLES –

- 2WD /4WD FRONT AND REAR, SELECTABLE
- DRIVE AXLE OUTBOARD PLANETARY , PREFERABLE

BRAKES

• INTERNAL MOUNTED INBOARD, MULTI DISC, OIL IMMERSED, HYDRAULIC ACTUATION, INDEPENDENT PARKING BRAKE WITH BRAKE ON INDICATOR.

ELECTRICAL

- 12 VOLT, 95 AMP MINIMUM ALTERNATOR, 680 CCA MINIMUM, BATTERY
- FRONT AND REAR WORKLIGHTS, HORN
- BACK-UP ALARM

GAUGES

• COOLANT TEMPERATURE, FUEL LEVEL, TACHOMETER, HOUR METER, TORQUE CONVERTER OIL TEMPERATURE TRANS OIL PRESSURE, PARKING BRAKE, INDICATORS FOR LIGHTS, HAZARD LIGHTS, TURN SIGNALS (IF FITTED).

INDICATORS

• AIR CLEANER SERVICE, WATER SEPARATOR SERVICE, BRAKE ON, ENGINE COOLANT, HYDRAULIC OIL LEVEL SIGHT GAUGE, OIL PRESSURE

CANOPY UNIT

- OPEN TYPE, MEETS ANSI B56.6 FOPS SEAT WITH SEAT BELT
- SEAT-VINYL COVERED, SUSPENSION
- REAR VIEW MIRROR
- OPERATION MANUAL/PARTS/SERVICE MANUALS

TIRES

MANUFACTURER'S STANDARD ISSUE FRONT AND REAR FOR 4WD FORKLIFT UNITS

HYDRAULICS

• CLOSED CIRCUIT SYSTEM, PREFERABLE, VARIABLE DISPLACEMENT PUMP

MAST AND CARRIAGE

- 21' THREE STAGE WITH "SEE THROUGH" MAST
- CARRIAGE 60" WIDTH, WITH BACKREST, MINIMUM
- FORKS— HOOK TYPE, 48" X 1.75" X 5", MINIMUM
- SIDE SHIFT—3" LEFT/RIGHT, 6" TOTAL
- MAST, FORK, AND CARRIAGE SYSTEM MUST HAVE 6000 POUND LIFT CAPACITY

WARRANTY

• 2 YEAR, 2000 HOUR POWERTRAIN WARRANTY, MINIMUM

Posting Date	Friday, August 7, 2015
Due Date for Offers	Monday, September 7, 2015
Depart. Contact	Wes Moreno, Director Road Department
Fleet Maint.	Terry Gray, Fleet Maintenance

VE14-15.041 Road Department Equipment Purchase - #7 – One (1) ROUGH-TERRAIN FORK LIFT; 4WD, 6000 LB. LIFT CAPACITY, 21' HEIGHT CAPACITY

Offers for the sale of equipment meeting the specifications for VE14-15.041 Road Department Equipment Purchase #7 as listed will be accepted until **5:00 pm on Monday, September 7, 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>VE14-15.041 Road Department</u> Equipment Purchase #7 and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

CONSTRUCTION EQUIPMENT

U.S. PRICE LIST

ROUGH TERRAIN FORKLIFT

PL-200 RTFL SAP REVISION 15

EFFECTIVE AUGUST 11, 2014

THIS IS AN ELECTRONIC COPY ONLY - HARD COPIES WILL NOT BE DISTRIBUTED.

This price list is intended for dealers with the Rough Terrain Forklift (UT) contract only.

The prices included in this revision supersede any prices established prior to the effective date shown unless specifically identified in a price bulletin as superseding this price list.

Below is a list of Family(s) and Model(s) that are included in this price list.

Rough Terrain Forklift 580H Series Tier 4 FINAL Forklift

PLEASE NOTE: Retain the price book pages of the discontinued series for your records.

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CNH Industrial America LLC



(Ex Works Burlington, IA)

COMMERCIAL MODEL	Weight	Factory Data	List Price
586H 2WD T4 FINAL	13,682 LB		\$76,806.00
586H 4WD T4 FINAL	<mark>14,621 LB</mark>		<mark>\$91,474.00</mark>
588H 2WD T4 FINAL	16,102 LB		\$79,012.00
588H 4WD T4 FINAL	16,978 LB		\$92,683.00



(Ex Works Burlington, IA)

Factory Supplied Options

Order Code

Description

Weight

Factory Data

List Price

UNITS AND MASTS - ALL MASTS ARE ITA CLASS 3

FREELIFT MASTS ARE AVAILABLE UPON REQUEST. CONTACT SPECIAL FEATURE COORDINATOR TRACY GACH AT (319)754-3612.

SD_L5502 M		
For use wit	h 586H Forklift	I
423024	586G/H without mast	No Charge
	Contact Burlington Special Features	
423025	15' Mast w/60" carriage, hook	\$10,101.00
423026	15' Mast w/60" carriage, shaft	\$10,230.00
<mark>423027</mark>	22' Mast w/60" carriage, hook	\$16,623.00
423028	22' Mast w/60" carriage, shaft	\$16,547.00
745101	15' Mast - 60" carriage, pwr	\$23,059.00
	Must order with Power Fork Positioner Valve option 423086	
	Not for use with 48" pallet forks, options 423035 and 423034	
	Requires a minimum of a 6 week lead time.	
745102	15' Mast - 84" carriage, pwr	\$24,814.00
	Must order with Power Fork Positioner Valve option 423086	
	Not for use with 48" pallet forks, options 423035 and 423034	
	Requires a minimum of a 6 week lead time.	
For use wit	h 588H Forklift	·
423029	588G/H without mast	No Charge
	Contact Burlington Special Features	-
423030	15' Mast - 60" carriage, hook	\$14,717.00
423031	22' Mast - 60" carriage, hook	\$18,930.00
423032	22' Mast - 60" carriage, shaft	\$18,665.00
745109	15' Mast - 60" carriage, pwr	\$24,316.00
	Must order with Power Fork Positioner Valve option 423086	
	Not for use with 48" pallet forks, options 423035 and 423034	
	Requires a minimum of a 6 week lead time.	
745111	15' Mast - 84" carriage, pwr	\$25,628.00
	Must order with Power Fork Positioner Valve option 423086	
	Not for use with 48" pallet forks, options 423035 and 423034	
	Requires a minimum of a 6 week lead time.	
745116	22' Mast - 60" carriage, pwr	\$31,742.00
	Must order with Power Fork Positioner Valve option 423086	
	Not for use with 48" pallet forks, options 423035 and 423034	
	Requires a minimum of a 6 week lead time.	
	Requires a minimum of a 6 week lead time.	

(Ex Works Burlington, IA)

DRIVE TIRES AND WHEELS (SET OF 2)

586H						
00011	586H					
9300011 19.5Lx24, 12PR, R4 (586H)	No Charge					
588H						
9300012 19.5Lx24, 12PR, R4 (588H)	No Charge					
This option uses a wider rim for 88" wheelbase						

STEERING TIRES AND WHEELS (SET OF 2)

SD_13004 STEERING TIRES

2 Wheel Drive - For 586H					
9200016	11LX16, 10PR F3			No Charge	
2 Wheel Drive - For 588H					
9200014	12X16.5, 12PR WITH TRUCK TREAD			No Charge	
4 Wheel Driv	/e				
9200017	12X16.5, 8PR WITH LUG TREAD			No Charge	

FRONT MOUNTED EQUIPMENT

SD_L5104 FRONT MOUNTED ATTACHMENTS

423033	No Front Mounted Equipment	No Charge
<mark>423034</mark>	48" pallet forks, hook type	<mark>(\$1,279.00</mark>)
745177	HFP FORKS - 48IN HK	\$3,035.00
	For use ONLY with masts 745101, 745102, 745109, 745111, 745116	
	Additional Hydraulic Positioning Forks fork sizes are available.	
	Contact your SSM for more details.	
For use with	586H Forklift	
423035	48" pallet forks, shaft type	\$1,624.00
	For use with the following masts: 423024, 423026, and 423028	
For use with	588H Forklift	
423091	48" pallet forks, shaft type	\$1,624.00
	For use with the following masts: 423032 and 423029	

ADDITIONAL EQUIPMENT RTF

 SD_02111 AIR INTAKE					
	X02111X	No Pre-Cleaner			No Charge
	745135	Pre-Cleaner			\$46.00

 SD_29051 4WD Drive Shaft Guard					
	X29051X	No 4WD Drive Shaft Guard			No Charge



		(Ex Works Burlington, IA)		
	745136	4WD Drive Shaft Guard		\$196.00
		Option for 4WD models ONLY		

SD_02048 COLD START/BATTERIES

	X02048X	No Grid Htr/Battery/Cold Start			No Charge
	423093	Dual Batteries			\$672.00

SD_02100 ENGINE BLOCK HEATER

	X02100X	No Engine Block Heater			No Charge
	423088	Engine Block Heater			\$202.00

SD_05005 BACKREST

	X05005X	No Backrest		No Charge
	423036	60" Backrest		<mark>\$579.00</mark>
	423087	84" Backrest		\$1,032.00
		ONLY for use with 84" Carriages - Compatible with Masts		
		745102 and 745111		

SD_05129 OPERATOR'S SEAT

	X05129X	STANDARD SEAT		No Charge
	<mark>423042</mark>	DELUXE SUSPENSION SEAT		<mark>\$753.00</mark>
		with vertical height adjustment and lumbar support; in lieu of		
		Standard Non Suspension Vinyl Seat		

SD_05194 LOCKUP COVERS

	X05194X	No Console Lockup Covers		No Charge
	423094	Console Lockup Covers		\$61.00

SD_20132 LOAD CONTROL

	X20132X	No Load Control			No Charge
	423041	Load Control			\$960.00

SD_20137 FRONT VALVE FOR LOADER/MAST

	X20137X	No 3 Spool Valve Hydraulics		No Charge
	423040	Auxiliary Valve		\$1,190.00
		Directional value suited for controlling aftermarket attachments.		
		Includes control lever and operator's station and capped ports at		
		valve.		

CASE 586H BASE MACHINE (CONTRACT LIST)	\$ 91,474.00
BASE DISCOUNT PER CONTRACT 35 % (State Term Contract No. 22101000-15-1)	- <u>32,015.90</u>
SUB TOTAL	\$59,458.10
OEM OPTIONS	
22' MAST W/60" CARRIAGE,HOOK	16,623.00
423034 48" PALLET FORKS, HOOK	1,279.00
423036 60" BACKREST	579.00
423042 DELUXE SUSPENSION SEAT	753.00
OPTIONS SUB TOTAL	\$19,234.00
OPTIONS DISCOUNT PER CONTRACT 30% (State Term Contract No. 22101000-15-1)	- 5,770.20
OPTIONS TOTAL	\$13,463.80
TOTAL BASE MACHINE W/OPTIONS, DISCOUNTS APPLIED (State Term Contract No. 22101000-15-1)	\$72,921.90



041

THOMPSON LIFT TRUCK COMPANY

FULL SERVICE FACILITY 2670 West Nine Mile Road Pensacola, Fl. 32534

To:	Escambia County FI. Attn: Terry Gray Pensacola, FI.	Page 1		
Email:	Quote Number PSR15 00353 pamrogers@thomp sontractor.com			
ITEM	DESCRIPTION	UNIT		
1	C-SeriesC-06-10116 (6,000 lb. cap. 4WD Caterpillar Power Module (Model 416 ETLB) rough terrain forklift) Including 2 yr./3000 hr. powertrain warranty. 268 CID Model C4.4 DITA Turbo enhanced (Tier 3) diesel engine (96 Gross HP) 4 speed power shuttle transmission, Inboard planetar drive axle, rearview mirror, engine air filter service (restriction) indicator, load backrest, mast impact blocks. Includes 38 degree forward and 9 degree rearward tilt, (2) front work lights and (1) rear work light, mast side shifter, back-up alarm, tilt steering column with padded steering wheel, deluxe fully suspension seat, independent left and right brakes NEW STYLE COUNTERWEIGHT 19.5L X 24 12PR industrial lug drive tires 12.5/80 X 18 10PR Aggressive lug steer tires			
2	Mast 6,000 lb. cap.21" 3-stage see-thru roller mast (123-252-0)			
3	Carriage 6000 # 60" wide hook type carriage			
4	Forks 6,000 lb. cap.48" X 1 3/4" X 5" hook type pallet forks (ITA Class III)			
	Option (2) Parts and Service manuals on CD rom Option Strobe Light			
	TOTAL PRICE EACH	\$66,705.00		

AVAILABILITY: 45-75 days

Т



THOMPSON LIFT TRUCK COMPANY

FULL SERVICE FACILITY 2670 West Nine Mile Road Pensacola, Fl. 32534

TERMS OF PAYMENT: Net due upon receipt of invoice

COMPANY

AUTHORIZED SIGNATURE

DATE OF SIGNING

Thank you, Pam Rogers Thompson Lift Truck Co. 2670 West Nine Mile Road Pensacola, Fl. 32534 251-621-6040 Office 251-978-4043 Cell

Posting Date	Friday, August 7, 2015
Due Date for Offers	Monday, September 7, 2015
Depart. Contact	Wes Moreno, Director Road Department
Fleet Maint.	Terry Gray, Fleet Maintenance

VE14-15.041 Road Department Equipment Purchase - #7 – One (1) ROUGH-TERRAIN FORK LIFT; 4WD, 6000 LB. LIFT CAPACITY, 21' HEIGHT CAPACITY

Offers for the sale of equipment meeting the specifications for VE14-15.041 Road Department Equipment Purchase #7 as listed will be accepted until 5:00 pm on Monday, September 7, 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 Bidg., 213 Palafox Place, Pensacola, Florida 32502 And clearly marked with the Specification Number <u>VE14-15.041 Road Department</u> Equipment Purchase #7 and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9013	County Administrator's Report 13. 18.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Purchase of Nine Agricultural Type Tractors, 2WD, Over 100 HP for the Road Division VE 14-15.036
From:	Joy D. Blackmon, P.E., Director
Organization:	Public Works
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning the Purchase of Nine Agricultural Type Tractors for the Road</u> <u>Division - Joy D. Blackmon, P.E., Public Works Department Director</u>

That the Board authorize the County to utilize the National Joint Powers Alliance Contract #021815-DAC and award a Purchase Order to Deere & Company, in the amount of \$347,477.20, for nine 2015 John Deere Model 6105D 2WD agricultural type over 100HP tractors for the Road Division, according to the specifications of VE14-15.036.

The Purchasing Department posted the request on the Escambia County Website for 30 days, with no responses.

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

BACKGROUND:

These agricultural tractors, upon purchase, will replace nine like models in the current fleet. The current units will be auctioned as surplus. These new units will facilitate the continuation of the Road Division's Right-of-Way Maintenance program. A quote was obtained from Deere and Company for the purchase based on the specifications of VE 14-15.036. An additional 4% discount is applied for the purchase of multiple units (9), as specified in the NJPA Contract # 021815-DAC. The Office of Purchasing posted the request on the Escambia County website for 30 days, beginning July 31, 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:

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 policy this purchase was advertised on the County's website for 30 days. There were no responses.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Office of Purchasing will issue a Purchase Order.

Attachments

VE 14-15.036 Original Deere & Co. Quote Deere & Co. Rev.Discount Quote Multi-unit Discount Page



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager Office of Purchasing

The Road Department of Escambia County, Florida desires to purchase:

Quantity: Nine (9) ea.

Base Description:

Year: 2015 - or current mfg. year

Model: AGRICULTURE TYPE TRACTOR (2 WHEEL DRIVE)

Color: Manufacturer's Standard Equipment Color

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

90-120- days after receipt of order

Maximum Budgeted Purchase Amount:

\$ 40,788.90 per unit

VE14-15.036 Road Department Equipment Purchase #3- Nine (9) AGRICULTURE TYPE TRACTOR (2 WHEEL DRIVE)

SPECIFICATIONS: TRACTOR, AGRICULTURAL, OVER 100HP

ENGINE:

- Diesel Engine: In-line 4-Cylinder Wet-Sleeve with High Pressure Common Rail (HPCR) Fuel System and 16 Valve Head
- 4.5 L (276 Cu. In.) Displacement
- 105 Engine Horsepower [97/68/EC] @ Rated Speed
- 87 SAE PTO Horsepower @ Rated Speed
- High Pressure Common Rail
- Fixed Turbocharger and Exhaust Gas Recirculation
- Closed Cooling System
- Air Filtration System with Permanent Pre-Cleaning and Safety Element
- Under hood After Treatment System with Vertical Exhaust
- 41 Gal (158 L) Fuel Tank Capacity

TRANSMISSION:

- 12F/12R power reverser Transmission (19 mph/30kmh) 2WD Front Axle
- Mechanical Hydraulic Left Hand Reverser
- Wet Multi-Disk Clutch
- Mechanically Actuated Park Brake
- Neutral Safety Start System

STEERING, BRAKES, FINAL DRIVE, DIFFERENTIAL:

- Hydrostatic Steering
- Sealed Wet Disk Brake
- Mechanically Actuated Rear Differential Lock
- Engage On-the-Go Rear Differential Lock
- Inboard Planetary type final drive

HYDRAULICS:

- Open Center 20.0 GPM (75.7 L/min) Pump Flow @ Rated Speed (2200)
- Triple Deluxe SCV with ISO Breakaway Couplers

REAR PTO:

- 540/1000 PTO Speeds, 1-3/8 In. Independent Rear
- PTO, Reversible Shaft and PTO Master Shield
- Electro-hydraulic PTO Activation
- Wet Clutch

- Neutral Start Safety System
- Seat Activated PTO Warning

ROCKSHAFT, HITCH AND DRAWBAR:

- Mechanical Hitch
- Category 2, 3-Point Hitch
- Mechanical Hitch Control
- 5500 Lb. (2500 kg) Lift Capacity
- Two Telescopic Draft Links
- Sway Chain Retainers
- Category 2 Drawbar; Swinging
- Safety Chain Holder

INSTRUMENTATION:

- Tachometer
- Speedometer
- Hour Meter
- Fuel Gauge
- Engine Oil Pressure
- Coolant Temperature
- PTO Engagement
- Engine Air Filter
- Alternator
- Directional Indicators
- Hazard Switch
- Park Brake Indicator

OPEN OPERATOR STATION:

- Two Post Foldable ROPS with Seat Belt and Canopy for Roll-Guard
- Flat Platform with Steel Fenders
- Right Hand and Left Hand Foot Steps
- Operational Controls Location -
- Right Hand Console
- Mechanical Suspension Seat with Armrest and Seat Belt
- Tilt / Telescopic Steering Column
- Foot Throttle Control

ELECTRICAL:

- Key Shutoff
- 12-Volt Electrical System
- One 12-Volt Battery, 925 Cold Cranking Amps
- 90 Amp Alternator

• 7 Terminal (ASAE) Outlet Socket

LIGHTS:

- Two Front Headlights
- One Rear ROPS Mounted Work Light
- Two ROPS Hazard Lights
- Two Rear Fender Tail Lights with Brake Lights

FRONT AXLE WHEELS AND TIRES:

- 2WD Front Axle Adjustable (59.1 74 In)
- 10.00-16 In. 8PR F2 Bias tires

REAR AXLE WHEELS AND TIRES:

- Flange Type Axle
- Eight Position Steel Wheels
- 18.4-34 In. 8PR R1 Bias

MISCELLANEOUS:

- Operator's Manual (English) and Holder print
- Service Manual print or CD
- SMV Emblem
- Horn

WARRANTY:

• 24 months/ 2000 hrs

Posting Date	Friday, July 31 2015
Due Date for Offers	Monday, August 31, 2015
Depart. Contact	Wes Moreno, Director Road Department
Fleet Maint.	Terry Gray, Fleet Maintenance

VE14-15.036 Road Department Equipment Purchase - #3 – Nine (9) AGRICULTURE TYPE TRACTOR (2 WHEEL DRIVE)

Offers for the sale of equipment meeting the specifications for VE14-15.036 Road Department Equipment Purchase #3 as listed will be accepted until **5:00 pm on Monday, August 31, 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>VE14-15.036 Road Department</u> Equipment Purchase #3 and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.



ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: Smith Tractor Company, Inc. 3854 Bowden Street Frisco City, AL 36445 251-267-2500 FRISCOGENERAL@SMITHTRACTORCO. COM

Quote Summary

Prepared For: Escambia County Circuit Court 223 Palafox PI # 204 Pensacola, FL 32502 Business: 850-595-4841					vering Dealer: Company, Inc. Troy Williams Bowden Street City, AL 36445 251-267-2500 850-698-3697 htractorco.com		
				Quote eated C			11600028 09 June 2015
Equipment Summary	Suggested List	Selling Price		Qty			Extended
JOHN DEERE 6105D Open Operator Station Tractor (87 PTO hp) Contract: NJPA Ag Tractors and/or Im Price Effective Date: June 9, 2015	\$ 52,972.60 plements_021815-DA	\$ 40,788.90 AC	X	1	=		\$ 40,788.90
Equipment Total							\$ 40,788.90
* Includes Fees and Non-contract items	<i></i>	Quote Summ	агу				
		Equipment To Trade In	otal				\$ 40,788.90
		SubTotal					\$ 40,788.90
		Total					\$ 40,788.90
		Down Payme	nt				(0.00)
		Rental Applie					(0.00)
		Balance Due	ł				\$ 40,788.90



Selling Equipment

Quote Id: 11600028 Customer Name: ESCAMBIA COUNTY CIRCUIT COURT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: Smith Tractor Company, Inc. 3854 Bowden Street Frisco City, AL 36445 251-267-2500 FRISCOGENERAL@SMITHTRACTORCO.COM

Contract	: NJPA Ag Tractors and/o DAC	r Im	plements_0	21815-		-	gested List 52,972.60
Price Eff	ective Date: June 9, 201	15					elling Price
						\$	40,788.90
		* Pri	ce per item	- includes F	ees and No	n-contract	items
Code	Description	Qty	List Price	Discount%	Discount Amount		
654HP	6105D Open Operator Station Tractor (87 PTO hp)	1	\$ 56,292.00	23.00	\$ 12,947.16	\$ 43,344.84	\$ 43,344.84
		Star	ndard Option	s - Per Unit			
0202	United States	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	No package	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.0
1382	12F/12R PowrReverser Transmission (19 mph/30 kmh) - 2WD Front Axle	1	\$ -5,085.00	23.00	\$ -1,169.55	\$ -3,915.45	\$ -3,915.4
2000	Open Operator Station - Flat Platform	t 1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.0
3340	Triple Deluxe SCV with ISO Breakaway Couplers	1	\$ 1,102.00	23.00	\$ 253.46	\$ 848.54	\$ 848.54
4120	Two Telescopic Draft Links	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.0
5470	18.4-34 In. 8PR R1 Bias	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.0
6117	10.00-16 In. 8PR F2 Bias	1	\$ -872.00	23.00	\$ -200.56	\$ -671.44	\$ -671.44
	Standard Options Total		\$ -4,855.00			\$ -3,738.35	\$ -3,738.3
	Dealer At	lach	ments/Non-C	ontract/Ope	n Market		
R201256	Canopy for Roll-Guard	1	\$ 1,535.60	23.00	\$ 353.19	\$ 1,182.41	\$ 1,182.4
	Dealer Attachments Total		\$ 1,535.60		\$ 353.19	\$ 1,182.41	\$ 1,182.41
			•				4
	Suggested Price						\$ 40,788.90
Total Selli	ng Price		\$ 52,972.60		\$ 12,183.70	\$ 40,788.90	\$ 40,788.90



Selling Equipment

Quote Id: 11600028 Customer Name: ESCAMBIA COUNTY CIRCUIT COURT

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Smith Tractor Company, Inc. 3854 Bowden Street Frisco City, AL 36445 251-267-2500 friscogeneral@smithtractorco.com

J	OHN DEERE 6105D C)pe	en Operato	or Statior	Tractor	(87 PTO ł	np)
Contract: NJPA Ag Tractors and/or Implements_021815- Suggested List *							
DAC \$52,972.60							
Price Eff	ective Date: June 9, 201	5				S	elling Price *
						\$	38,608.58
	*	Pri	ce per item	- includes F	ees and No	on-contract i	tems
Code	Description	Qty	List Price	Discount%	Discount Amount		Extended Contract Price
654HP	6105D Open Operator Station Tractor (87 PTO hp)	9	\$ 56,292.00	23.00	\$ 12,947.16	\$ 43,344.84	\$ 390,103.56
		Star	ndard Option	s - Per Unit			
0202	United States	9	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	No package	9	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1382	12F/12R PowrReverser Transmission (19 mph/30 kmh) - 2WD Front Axle	9	\$ -5,085.00	23.00	\$ -1,169.55	\$ -3,915.45	\$ -35,239.05
2000	Open Operator Station - Flat Platform	9	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
3340	Triple Deluxe SCV with ISO Breakaway Couplers	9	\$ 1,102.00	23.00	\$ 253.46	\$ 848.54	\$ 7,636.86
4120	Two Telescopic Draft Links	9	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
5470	18.4-34 In. 8PR R1 Bias	9	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
6117	10.00-16 In. 8PR F2 Bias	9	\$ -872.00	23.00	\$ -200.56	\$ -671.44	\$ -6,042.96
	Standard Options Total		\$ -4,855.00		\$ -1,116.65	\$ -3,738.35	\$ -33,645.15
	Dealer Atta	ach	ments/Non-C	ontract/Ope			
AR201256	Canopy for Roll-Guard Dealer Attachments Total	9	\$ 1,535.60 \$ 1,535.60	27.00	\$ 414.61 \$ 414.61		\$ 10,088.89 \$ 10,088.89
	Suggested Price					:	\$ 366,547.30
	Multi upit Diacount	-	Additional Dis	scounts	¢ 2 110 00	\$ -2,118.90	\$
	Multi-unit Discount	9					⊅ 19,070.10-
	Additional Discount Total				\$ 2,118.90	\$ -2,118.90	\$ 19,070.10-
Total Selli	ng Price		\$ 52,972.60		\$ 14,364.02	\$ 38,608.58	\$ 347,477.20

NATIONAL JOINT POWERS ALLIANCE (NJPA) - Ag Tractors and/or Implements Together with Related Equipment & Accessories Contract

Contract Number:	021815-DAC
Contract Period:	May 18, 2015 – March 17, 2019
Eligibility:	 The contract allows for service to NJPA Member agencies in all states. The following eligibility requirements must be met: Entity must be a NJPA Member. John Deere dealers must refer to Pathways to verify membership before quoting. Please include the member number on the dealer quote or on the NJPA Member's purchase order. Eligible NJPA Members are state, city, county, municipal or local tax-supported governmental agencies, turnpikes, airports, housing authorities, electric cooperatives, water cooperatives, K-12 public school systems, public and private higher education facilities such as colleges and universities, public and volunteer fire departments, public or non-profit museums, libraries and zoos. Non-profit agencies are not eligible to purchase John Deere equipment on the NJPA contract. To become an NJPA Member you can call 888-894-1930 for more details or visit the NJPA website to complete an application.

Quotes and Purchase Orders:

To obtain a quote, contact your local <u>John Deere Dealer</u>. Submit purchase order to your local dealer.

All purchase orders must show John Deere Company as the vendor and reference the contract number.

Quotes	Quotes are valid for 30 days from the creation date of the quote. All quotes created in JDQ2 have creation and expiration dates on the uppe right hand corner of the first quote page for you convenience.
Allied (Non-Deere)	Allowed. Allied equipment may only be sold in connection with the sale of a contract item. Items must be clearly labeled on the purchase order or quote as Allied.
	Allied items are Order Zone products, implements, attachments, accessories, parts of bundles not manufactured by John Deere that are requested by the customer to complete the purchase of John Deere equipment awarded on contract.
Credit Cards	Not allowed on this contract.
Demo	Not allowed on this contract.
Fees	An optional delivery charge of \$4 per loaded mile is allowed for the delivering dealer. If charged, the fee must appear on the quote or purchase order.
Financing	Allowed. The John Deere Municipal Lease or a third party type municipal lease (if applicable) i allowed.
	The low interest rate, low cost John Deere Municipal Lease, is a type of financing that is specifically designed for qualified state, government, and educational entities which allow full ownership at the end of the lease term.
Multiple Unit Discount	Multiple unit discounts are permitted. The contract discount plus the multiple unit discour equals the total discount. Discounts are based on the following schedule:
	Quantity Additional Discount
	3-4 1%
	5-6 2%
	7-8 3%
	7-0 3%



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8888	County Administrator's Rep	oort 13.	. 19.
BCC Regular M	Neeting Budget & Fina	nce Cons	sent
Meeting Date:	09/24/2015		
Issue:	Acceptance of Property for Road Right-of-Way for	[.] Utopia Dr	rive
From:	Joy D. Blackmon, P.E., Director		
Organization:	Public Works		
CAO Approval:	: jrb		

RECOMMENDATION:

Recommendation Concerning Acceptance of the Donation of Property for Road Right-of-Way for Utopia Drive - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of property for road right-of-way for Utopia Drive:

A. Accept the donation of property (3,419 square feet) for road right-of-way from Utopia Hillview Apts., LLC, for Utopia Drive;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for road right-of-way, and the county benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

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

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

BACKGROUND:

Utopia Drive is a paved, county-maintained road of varying width, which extends south from Hillview Road. Utopia Hillview Apts., LLC, which owns a large parcel of property on Utopia Drive, has developed an apartment complex called Campus Quarters. To facilitate their project, and due to the limited right-of-way on portions of Utopia Drive, they have offered to donate a portion of their property (3,419 square feet) to the county for additional right-of-way on Utopia Drive. Utopia Hillview Apts., LLC, has since conveyed all of their property, with the exception of this portion, to COLLEGE VUE SPE LLC.

Board approval is required for acceptance of this donated property.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Warranty Deed was 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 proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Warranty Deed Corporate Information Aerial Map This document was prepared by: Larry Goodwin Escambia County, Public Works Department 3363 West Park Place Pensacola, Florida 32505

A Portion of Parcel 53-1S-30-1000-003-001 Utopia Road

STATE OF FLORIDA COUNTY OF ESCAMBIA

¥ .

WARRANTY DEED

THIS DEED is made and entered into this ______ day of January, 2015 by and between Utopia Hillview Apts, LLC, an Illinois limited liability company, whose address is 1939 Waukegan Road, Suite 105, Glenview, Illinois 60025 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2014; conditions, easements, and restrictions of record, if any, but this reference does not operate to re-impose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Utopia Hillview Apts, LLC, an Illinois limited liability company

By: Utopia Hillview Apts Manager, LLC An Illinois limited liability company, its manager

Bv: Rodney Poole, Manager

Witness <u>Hum M. Bucknes</u> Print Name <u>Lywn M. Buckner</u> Witness <u>Mull</u> Print Name <u>Michael Buckner</u>

STATE OF <u>FLORIDIA</u> COUNTY OF <u>LEE</u>

2015 The foregoing instrument was acknowledged before me this <u>14</u> day of <u>*TANUAP*</u>, <u>2014</u>, by Rodney Poole as Manager, Utopia Hillview Apts, LLC. He is personally known to me, or () has produced current <u>122 (NOIS DRIVERS LICENSE</u> as identification.

(Notary Seal)

LYNN M BUCKNER MY COMMISSION # EE852033 **EXPIRES November 15, 2016** 407) 398-0153 FloridaNotaryService com

<u>Signature of Notary Public</u> *LYNN M. BUCKNER*

Printed Name of Notary Public

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____, 20____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

-Lumon J. May, Chairman-

Steven Barry, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By Title m la v Date

PROJECT NO. 5160 DATE: 7/16/14

Exhibit "A"

DESCRIPTION: PREPARED BY MERRILL PARKER SHAW, INC.

RIGHT OF WAY PARCEL DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 53, TOWNSHIP-1-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 04 DEGREES 31 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 53, FOR A DISTANCE OF 1,030.61 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 3041 AT PAGE 930 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF HILLVIEW ROAD (80' RIGHT-OF-WAY); THENCE DEPARTING THE WEST LINE OF SAID SECTION 53, GO SOUTH 80 DEGREES 58 MINUTES 06 SECONDS EAST ALONG THE NORTH LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3041 PAGE 930, FOR A DISTANCE OF 419.75 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 80 DEGREES 58 MINUTES 06 SECONDS EAST ALONG THE NORTH LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3041 PAGE 930, FOR A DISTANCE OF 21.00 FEET; THENCE DEPARTING SAID NORTH LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3041 PAGE 930, FOR A DISTANCE OF 21.00 FEET; THENCE DEPARTING SAID NORTH LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3041 PAGE 930, FOR A DISTANCE OF 43.96 FEET TO A POINT OF CURVATURE; THENCE GO SOUTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 82.00 FEET, FOR AN ARC OF 65.05 FEET (DELTA = 45 DEGREES 26 MINUTES 56 SECONDS, CHORD BEARING = SOUTH 13 DEGREES 41 MINUTES 35 SECONDS EAST, CHORD DISTANCE = 63.35 FEET) TO A POINT OF REVERSE CURVATURE; THENCE GO SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 518.00 FEET, FOR AN ARC OF 51.09 FEET (DELTA = 05 DEGREES 39 MINUTES 03 SECONDS, CHORD BEARING = SOUTH 33 DEGREES 58 MINUTES 32 SECONDS EAST, CHORD DISTANCE = 51.07 FEET) TO A POINT ON THE SOUTH LINE OF A PARCEL DESCRIBED IN O.R. BOOK 3041, AT PAGE 930; THENCE GO NORTH 40 DEGREES 58 MINUTES 06 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.82 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF A PARCEL DESCRIBED IN O.R. BOOK 3041, AT PAGE 930; THENCE GO NORTH 40 DEGREES 58 MINUTES 06 SECONDS WEST ALONG SAI

THE ABOVE DESCRIBED PARCEL IS SITUATED IN A PORTION OF SECTION 53, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 3419 SQ FT.

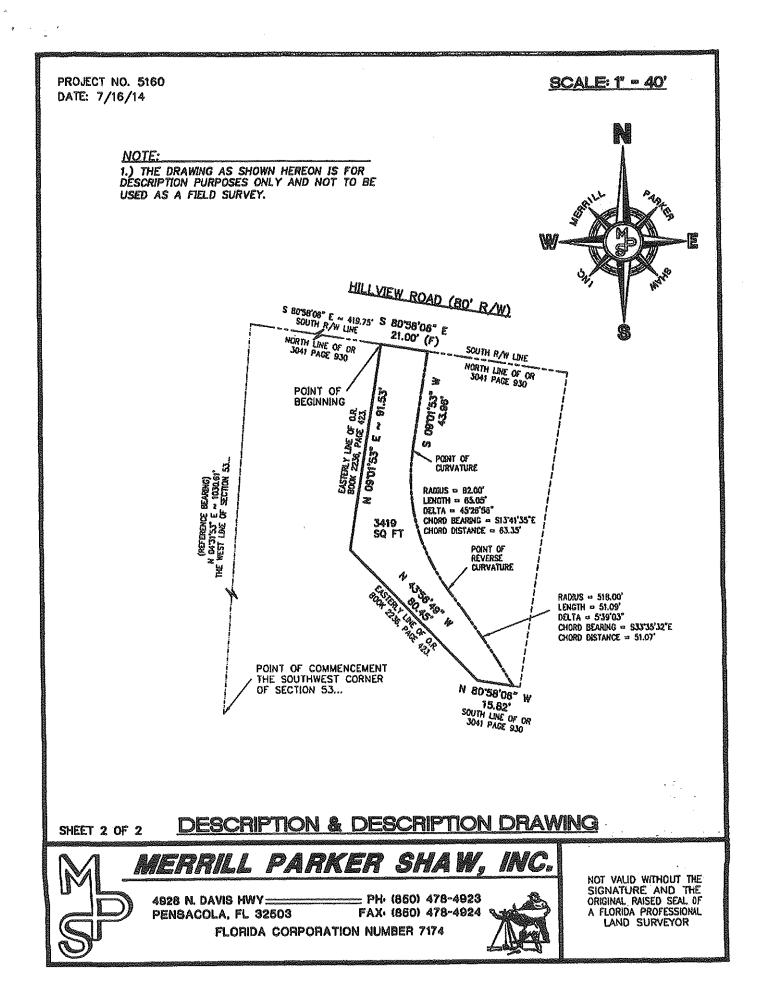
> THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17.050, CHAPTER 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUES.

MERRILL PARKER SHAW, INC. 4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

7/16/14 QA

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174 STATE OF FLORIDA





FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Limited Liability Company

UTOPIA HILLVIEW APTS, LLC

Filing Information

Document Number	M12000005294
FEI/EIN Number	36-4742517
Date Filed	09/19/2012
State	IL
Status	ACTIVE

Principal Address

1939 WAUKEGAN ROAD SUITE 105 GLENVIEW, IL 60025

Mailing Address

1939 WAUKEGAN ROAD SUITE 105 GLENVIEW, IL 60025

Registered Agent Name & Address

SHELL, STEPHEN B 226 PALAFOX PLACE 9TH FLOOR PENSACOLA, FL 32502

Authorized Person(s) Detail

Name & Address

Title MGR

UTOPIA HILLVIEW APTS MANAGER LLC 1939 WAUKEGAN ROAD GLENVIEW, IL 60025

Annual Reports

Report Year	Filed Date
2013	03/22/2013
2014	01/22/2014
2015	02/24/2015

Document Images

02/24/2015 ANNUAL REPORT	View image in PDF format
01/22/2014 ANNUAL REPORT	View image in PDF format
03/22/2013 ANNUAL REPORT	View image in PDF format
09/19/2012 Foreign Limited	View image in PDF format

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ACCEPTANCE OF PROPERTY FOR ROAD RIGHT-OF-WAY FOR UTOPIA DRIVE





ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT LWG 08/26/15 DISTRICT 5 3,419 SQUARE FOOT PORTION OF UTOPIA HILLVIEW APTS, LLC, PROPERTY BEING DONATED FOR ADDITIONAL RIGHT-OF-WAY FOR UTOPIA DRIVE



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8918	County Administrator's Report 13. 20.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Acceptance of Property for a Public Road and Right-of-Way Easement for Utopia Drive
From:	Joy D. Blackmon, P.E., Director
Organization:	Public Works
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Acceptance of the Donation of Property for a Public Road and Right-of-Way Easement for Utopia Drive - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of property for a Public Road and Right-of-Way Easement for Utopia Drive:

 A. Accept the donation of property (1,101 square feet) for a public road and right-of-way easement from COLLEGE VUE SPE LLC, for Utopia Drive
 B. Authorize the payment of documentary stamps because the property is being donated

for governmental use, which is for road right-of-way, and the county benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Public Road and Right-of-Way Easement as of the day of delivery of the Public Road and Right-of-Way Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

BACKGROUND:

Utopia Drive is a paved, county-maintained road of varying width that extends south from Hillview Road. Utopia Hillview Apts., LLC, owns a large parcel of property on Utopia Drive that was developed into an apartment complex called Campus Quarters. Utopia Hillview Apts., LLC, previously conveyed all of their property to COLLEGE VUE SPE LLC, with the exception of the property where the existing paved, county-maintained portion of Utopia Drive lies. COLLEGE VUE SPE LLC, owns a parcel of property lying just south of Hillview Drive and east of the portion of Utopia Drive conveyed by Utopia Hillview Apts., LLC. This parcel is the site for their maintenance facility. There is still a need for additional property for Utopia Drive but COLLEGE VUE SPE LLC, did not wish to convey this additional property by Warranty Deed due to building setback issues. They have agreed to convey the additional property by virtue of a Public Road and Right-of-Way Easement document, which does not affect their building setback lines.

Board approval is required for acceptance of this donated Public Road and Right-of-Way Easement.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Public Road and Right-of-Way Easement was 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 proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Public Road and Right-of-Way Easement Corporate Information Aerial Map This document was prepared by:

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Escambia County, Public Works Department 3363 West Park Place Pensacola, FL 32505

STATE OF FLORIDA COUNTY OF ESCAMBIA

PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this _____ day of August, 2015, by and between **College Vue SPE LLC**, an Delaware limited liability company, whose address is 1939 Waukegan Road, Suite 105, Glenview, Illinois 60025 (Grantor) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida (the Property); and

WHEREAS, the Property is subject to that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of January 16, 2015 made by Grantor to Wells Fargo Bank, National Association, recorded as Instrument No. 2015004002, in Official Records Book 7287, at Page 396, of the Public Records of Escambia County, Florida, as assigned to Wilmington Trust, National Association, as Trustee for the registered holders of Wells Fargo Commercial Mortgage Trust 2015-C26, Commercial Mortgage Pass-Through Certificates, Series 2015-C26 by Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, recorded as Instrument No. 2015019376, in Official Records Book 7313, at Page 1488, of the Public Records of Escambia County, Florida.

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across a portion of the Property, more particularly described in the attached Exhibit A;

NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across a portion of the Property described in the attached Exhibit A, and for the purpose of constructing, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, sidewalks and drainage structures, and other associated public facilities, together with all rights and privileges necessary and convenient for the purposes described above; provided, however, that this easement is conveyed subject to the restriction that the portion of the Property described in Exhibit A shall not be used to expand the paved area of the adjacent roadbed. GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances. Grantor has obtained the joinder and consent of the Mortgagee to this agreement, as evidenced by the Joinder and Consent of Mortgagee, attached hereto as Exhibit B.

SIGNATURE PAGE FOLLOWS

CHICAGO\4484371.2 ID\MFS - 107215\000010 IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

Signed, sealed and delivered in the presence of:

College Vue SPE LLC, a Delaware limited liability company

By: CV Managing Member, LLC a Delaware limited liability company, its sole member

- By: Utopia Hillview Apts, LLC an Illinois limited liability company, its sole member
- By: Utopia Hillview Apts Manager, LLC an Illinois limited liability company, its manager

Rodney Poole, Manager

. :

Witness Print Name Ellen

Witness 🖌 Print Name

STATE OF ILLINOIS COUNTY OF Manpaign

The foregoing instrument was acknowledged before me this 28th day of <u>AU405</u>, 2015 by Rodney Poole as Manager of Utopia Hillview Apts Manager, LLC, the Manager of on behalf of Utopia Hillview Apts, LLC, the sole Member of CV Managing Member, LLC, the sole member of **COLLEGE VUE SPE LLC**, who is personally known to me or who has/have produced as identification, and who did/did not take an oath.

(Notary Seal)



Signature of Notary Public 51.

Printed Name of Notary Public

CHICAGO\4484371.2 ID\MFS - 107215\000010

ACCEPTANCE

This Public Road and Right-of-Way Easement is accepted by Escambia County, Florida on the _____ day of ______, 2015, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

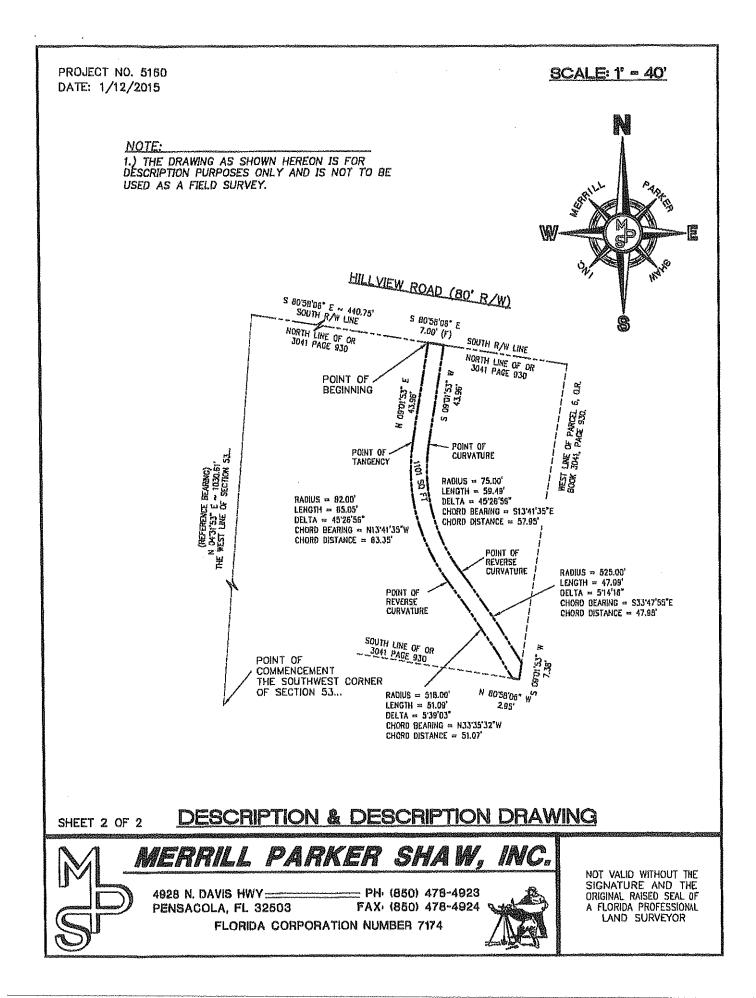
Steven Barry, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal (sufficiency.

O MI Ć By Title ALLA Date



PROJECT NO. 5160 DATE: 1/12/2015

DESCRIPTION: PREPARED BY MERRILL PARKER SHAW, INC.

UTILITY EASEMENT DESCRIBED AS FOLLOWS:

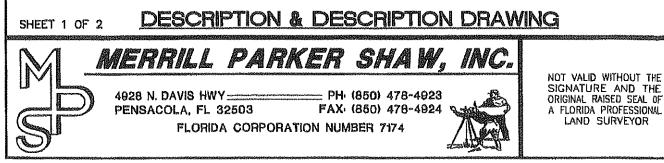
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 53, TOWNSHIP-1-SOUTH, RANGE-3D-WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 04 DEGREES 31 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 53, FOR A DISTANCE OF 1,030.61 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK SO41 AT PAGE 930 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF HILL/IEW RECORDS OF ESCAMBIA COUNTY, FLORIDA, ALSO BEING THE WEST LINE OF SAID SECTION 53, GO SOUTH 80 DEGREES 58 MINUTES DE SECONDS EAST ALONG THE NORTH LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3041 PAGE 930, FOR A DISTANCE OF 440.75 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 80 DEGREES 58 MINUTES 06 SECONDS EAST ALONG THE NORTH LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3041 PAGE 930, FOR A DISTANCE OF 7.00 FEET; THENCE DEPARTING SAID NORTH LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3041 PAGE 930, GO SOUTH 09 DEGREES 01 MINUTE 53 SECONDS WEST FOR A DISTANCE OF 43.96 FEET TO A POINT OF CURVATURE; THENCE GO SOUTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, FOR AN ARC DISTANCE OF 59.49 FEET (DELTA = 45 DEGREES 26 MINUTES 56 SECONDS, CHORD BEARING = SOUTH 13 DEGREES 41 MINUTES 35 SECONDS EAST, CHORD DISTANCE = 57.95 FEET) TO A POINT OF REVERSE CURVATURE; THENCE GO SOUTH 33 DEGREES 47 MINUTES 55 SECONDS EAST, CHORD DISTANCE = 47.98 FEET) TO A POINT ON THE WEST LINE OF PARCEL 6, AS DESCRIBED IN OR. BOOK 3041, AT PAGE 930; THENCE OF 7.39 FEET (DELTA = 05 DEGREES 14 MINUTES 16 SECONDS, CHORD BEARING = SOUTH 33 DEGREES 47 MINUTES 55 SECONDS EAST, CHORD DISTANCE = 47.98 FEET) TO A POINT ON THE WEST LINE OF PARCEL 6, AS DESCRIBED IN O.R. BOOK 3041, AT PAGE 930; THENCE 67 7.39 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE AFORESAID PARCEL DESCRIBED IN O.R. BOOK 3041, AT PAGE 930; THENCE GO NORTH 80 DEGREES 36 MINUTES 06 SECONDS WEST ALONG SAULS ON THE SCIETION WITH THE SOUTH SET ALO

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17.050, CHAPTER 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUES.

MERRILL PARKER SHAW, INC. 4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

au 1/12/2015

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR REGISTRATION NUMBER 3603 CORPORATE NUMBER 7174 STATE OF FLORIDA



JOINDER AND CONSENT OF MORTGAGEE

(Public Road and Right-of-Way Easement)

The undersigned Mortgagee ("Mortgagee"), the current holder of that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of January 16, 2015 (the "Mortgage"), made by College Vue SPE LLC, a Delaware limited liability company ("Borrower"), to Wells Fargo Bank, National Association, recorded as Instrument No. 2015004002, in Official Records Book 7287, at Page 396, of the Public Records of Escambia County, Florida, as assigned to Mortgagee by Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, recorded as Instrument No. 2015019376, in Official Records Book 7313, at Page 1488, of the Public Records of Escambia County, Florida, encumbering certain real and personal property located in Escambia County, Florida described in the Mortgage, including certain real property described and shown on Exhibit A attached to the Public Road and Right-of-Way Easement to which this Joinder and Consent of Mortgagee is attached (the "Property"), does hereby join in, and consent to, the terms and provisions of the Public Road and Right-of-Way Easement to which this Joinder and Consent of Mortgagee is attached (the "Easement"), and does hereby agree that foreclosure of the Mortgage shall not terminate or eliminate the Easement.

Mortgagee executes this Joinder and Consent of Mortgagee solely to provide its consent to the Easement as required by the Mortgage. The relationship between Mortgagee and Borrower is that of a lender and a borrower only and neither of the parties is, nor shall it hold itself out to be, the agent, employee, joint venturer or partner of the other party. The consent granted herein is expressly limited to the matters described herein and shall not be deemed a consent to, or confirmation with respect to, any other action or request under, or a waiver of any conditions or requirements in, the Mortgage or the other Loan Documents (as defined in the Mortgage). In no event shall Mortgagee be responsible for, or be obligated to pay, any costs and/or expenses, including recording fees, in connection with the preparation and recordation of the Easement or any other instrument, document or agreement executed and/or recorded in connection therewith.

[EXECUTION PAGE FOLLOWS]

Executed and effective as of the $\underline{16}$ day of $\underline{4720}$, 2015.

MORTGAGEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee for the registered holders of Wells Fargo Commercial Mortgage Trust 2015-C26, Commercial Mortgage Pass-Through Certificates, Series 2015-C26

By: Wells Fargo Bank, National Association, solely in its capacity as General Master Servicer, as authorized under that certain Pooling and Servicing Agreement dated as of February 1, 2015

\mathbf{V}	maren H Ju. J. Mar	
By:	MUL IN CANEGOR	
Name.	JAMES H. GARLY I	
Title:	DIRECTOR	

Witnesses:

Print Name: Denise Ziolo

en PO' Name:

STATE OF NORTH CAROLINA)
ba = 1/1) SS.
COUNTY OF Mack/ander)
The foregoing instrument was acknowledged before me this 16 day of April , 2015, by JAmes II Emplo a. as Director of Wells
Hpril, 2015, by JAmes It Emply III, as Director of Wells
Fargo Bank, National Association, as General Master Servicer for Wilmington Trust, National
Association, as Trustee for the registered holders of Wells Fargo Commercial Mortgage Trust
2015-C26, Commercial Mortgage Pass-Through Certificates, Series 2015-C26, a national
banking association, on behalf of the national banking association. He or she is:
personally known to me, or
produced identification. Type of identification produced
produced identification. Type of identification produced Janet Garner
NOTARY PUBLIC NOTARY PUBLIC:
NUTAITTODES
(Seal) Gaston County, NC Janat Dalady
Print Name: JANEY GRANER
\mathcal{U}

My commission expires: <u>2-27-2020</u>

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Limited Liability Company

COLLEGE VUE SPE LLC

Filing Information

Document Number	M14000009183
FEI/EIN Number	N/A
Date Filed	12/23/2014
State	DE
Status	ACTIVE

Principal Address

1939 WAUKEGAN ROAD SUITE 105 GLENVIEW, IL 60025

Mailing Address

1939 WAUKEGAN ROAD SUITE 105 GLENVIEW, IL 60025

Registered Agent Name & Address

CT CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGRM

CV MANAGING MEMBER LLC	
1939 WAUKEGAN ROAD, SUITE 105	
GLENVIEW, IL 60025	

Annual Reports

Report Year	Filed Date
2015	07/02/2015

Document Images

ACCEPTANCE OF PROPERTY FOR A PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT FOR UTOPIA DRIVE





ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT LWG 08/26/15 DISTRICT 5 1,101 SQUARE FOOT PORTION OF COLLEGE VUE SPE LLC, PROPERTY BEING DONATED FOR A PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT FOR UTOPIA DRIVE



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8525	County Administrator's Report 13. 21.			
BCC Regular M	eeting Budget & Finance Consent			
Meeting Date:	09/24/2015			
Issue:	County Wide Computers and Peripherals PD 14-15.063			
From:	Amy Lovoy, Assistant County Administrator			
Organization:	Asst County Administrator - Lovoy			
CAO Approval:				

RECOMMENDATION:

Recommendation Concerning County-Wide Computers and Peripherals - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board award an Indefinite Quantity Indefinite Delivery Contract PD 14-15.063, for the County-Wide Computers and Peripherals, to Dell Inc., through the Cooperative Purchasing Organization, Western States Purchasing Alliance-National Association of State Purchasing Officers WSCA - NASPO, Contract # WN05ACA, in the estimated annual amount of \$200,000.

The solicitation was advertised in the Pensacola New Journal on June 6, 2015. One bid response was received from CDW-G for Lenovo computers. The estimated quantities of computers and peripherals prices were higher from CDW-G as compared to the Dell Cooperative Purchasing Agreement prices, which are lower.

[Anticipated, but not limited to the following: Funding: Fund 001 General Fund, Cost Center 270109, Fund 175 Transportation Trust Fund, Cost Center 211201, Fund 113 Library Fund, Cost Center 110503, Object Code 56401]

There are several immediate uses for the new computers. The Engineering Design Team and the Legal Department have been ready to order computers for a few months. The County has computers that are severely obsolete and will be replaced with the new computers.

BACKGROUND:

The Invitation to Bid PD14-15.063 for County Wide Computers and Peripherals was advertised in the Pensacola News Journal on June 6, 2015. One bid response was received from CDW-G for Lenovo computers on June 30, 2015. The bid received for PD14-15.063 and the bid amounts for the WSCA - NASPO, Contract # WN05ACA, from Dell Inc. were evaluated. Based on the estimated quantities of computers and peripherals prices Dell Inc, through the cooperative purchasing agreement prices, was

the low bidder.

BUDGETARY IMPACT:

Anticipated, but not limited to the following: Fund: 001 General Fund, Cost Center 270109, Fund 175 Transportation Trust Fund, Cost Center 211201, Fund 113 Library Fund, Cost Center 110503, Object Code 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

Purchase Orders will be used to order computers and peripherals.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts. The Invitation to Bid PD14-15.063 for County Wide Computers and Peripherals was advertised in the Pensacola News Journal on June 6, 2015. One bid response was received from CDW-G for Lenovo computers on June 30, 2015. Based on the estimated quantities of computers and peripherals prices Dell Inc, through the cooperative purchasing agreement prices, was the low bidder.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Orders.

Attachments

Computer Bid Comparison

If the BCC was able to purchase the computers that it needed to bring all computers up to a 5 year renewal cycle, the purchases would be as follows:

Standard laptops – 168

Workstation laptops – 28

Desktops – 377

Monitors – 50

If the BCC were to purchase from Lenovo based on the numbers above, the prices would be as follows:

Standard laptops - \$243,868.80

Workstation laptops - \$54,713.40

Desktops - \$461,557.33

Monitors - \$8,745.00

The total for purchasing all of these items from Lenovo is \$768,884.53.

If the BCC were to purchase from Dell based on the numbers at the top, the prices would be as follows:

Standard laptops - \$210,584.64

Workstation laptops - \$70,167.44

Desktops - \$453,478.22

Monitors - \$8,969.50

The total for purchasing all of these items from Dell is \$743,169.80.

Based on this comparison, the Information Technology department recommends purchasing all computer items from Dell.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8595	County Administrator's Report 13. 22.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	General Paving and Drainage Contract PD 14-15.064
From:	Amy Lovoy, Interim Assistant County Administrator
Organization:	Asst County Administrator - Lovoy
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning General Paving and Drainage Contract - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board award an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract PD 14-15.064, for General Paving and Drainage, in the amount of \$4,000,000, to the following contractors:

Allsouth Construction Services, LLC Chavers Construction Gulf Atlantic Constructors, Inc. Heaton Brothers Construction Co., Inc. J Miller Construction, Inc. Midsouth Paving, Inc. Infrastructure Specialty Services, Inc. Panhandle Grading and Paving, Inc. Roads, Inc., of NWF Utility Service Co., Inc.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code, 56301; Fund 352, LOST III, Cost Center 350229, Object Code 56301; Fund 181, Master Drainage Basin Funds, Cost Center 210719-210736, Object Code 56301; and Fund 112, Disaster Recovery Fund, Cost Center 330490-330495, Object Code 54612-56301]

BACKGROUND:

The solicitation was advertised in the Pensacola News Journal on July 27 and August 3, 2015. Ten bids were received.

BUDGETARY IMPACT:

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

[Fund 352, LOST III, Cost Center 350229, Object Code 56301]

[Fund 181, Master Drainage Basin Funds, Cost Center 210719-210736, Object Code 56301]

[Fund 112, Disaster Recovery Fund, Cost Center 330490-330495, Object Code 54612-56301]

LEGAL CONSIDERATIONS/SIGN-OFF:

The attorney's 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 distribute the contract and Purchase Order.

Attachments

<u>Bid Tab</u>

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: General Paving & Drainage Pricing Agreement BID # PD 14-15.064								
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 08/27/2015 Bid Opening Location: Rm 11.407	Cover Sheet/ Ackno wl.	Bid Bond or Check	Written Opinion of Attorney at Law for a	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity	
NAME OF BIDDER			foreign state		Corporation ID	rioriua		Crimes	
Allsouth Construction Services LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	
Chavers Construction	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	
Gulf Atlantic Constructors Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	
Heaton Brothers Construction Co Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	
J Miller Construction Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	
Midsouth Paving, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	
Infrastructure Specialty Services Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	
Panhandle Grading & Paving Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	
Roads Inc of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	
Utility Service Co Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	
BIDS OPENED BY:	Joe F. Pil	llitary, Jr., I	urchasing Coordi	nator DATI	E: 08/27/2015				
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate DATE: 08/27/2015								
BIDS WITNESSED BY:	Angie H	olbrook, Pu	irchasing Associat	e DATI	E: 08/27/2015				

CAR BOCC DATE 09/24/2105

DATE 09/24/2015

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Allsouth Construction Services LLC, Chavers Construction, Gulf Atlantic Constructors, Inc., Heaton Brothers Construction Co., Inc., Infrastructure Specialty Services, Inc., J. Miller Construction, Inc., Midsouth Paving, Inc., Panhandle Grading and Paving, Inc., Roads, Inc. Of NW Florida, and Utility Services Co., Inc.

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.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8971	County Administrator's Report 13. 23.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Change Order 1 to Purchase Order #151104 to Panhandle Equine Rescue, Inc.
From:	Michael Tidwell, Department Director
Organization:	Corrections
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Change Order 1 to Purchase Order #151104 to Remit Payment to Panhandle Equine Rescue for Services Provided - Michael Tidwell, Corrections Department Director

That the Board approve and authorize Change Order 1, in the amount of \$5,000, to Panhandle Equine Rescue, for reimbursement for services rendered to Escambia County Animal Control.

[Funding: Fund 103, Code Enforcement, Cost Center 290101]

BACKGROUND:

On December 11, 2014, the board authorized the issuance of a purchase order to Panhandle Equine Rescue for \$10,000 in order to reimburse for services rendered to include cost of hay, feed, veterinarian expenses and transportation costs. In July a letter was received from Panhandle Equine Rescue stating that they had provided services over and above the initially approved amount of \$10,000 and were requesting an additional \$5,000 for the remainder of fiscal year 2015.

BUDGETARY IMPACT:

Fund 103, Code Enforcement Fund, Cost Center 290101

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Staff will coordinate with Panhandle Equine Rescue.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8956	County Administrator's Report 13. 24.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Approval to Issue Fiscal Year 2015-2016 Purchase Orders in Excess of \$50,000
From:	Michael Tidwell, Department Director
Organization: CAO Approval:	Corrections

RECOMMENDATION:

Recommendation Concerning Purchase Orders in Excess of \$50,000 for Fiscal Year 2015/2016 for Various Divisions of the Corrections Department - Michael Tidwell, Corrections Department Director

That the Board, for the Fiscal Year 2015/2016, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded contracts, contractual agreements, annual requirements, or bids in process to replace other agency contracts currently being utilized for the various Divisions of the Corrections Department, per the list provided.

BACKGROUND:

Issuance of purchase orders is necessary to ensure continuity of mission critical services provided by the Corrections Department, whose functions include Law Enforcement related activities. These allocations are included in the fiscal year 2015-2016 budget. Although the majority of the requests are in accordance with the purchasing policy of the county, there are several requests that would continue to utilize other governmental agency agreements until the appropriate competitive bidding process can be completed with the county. In order to avoid a lapse in services it is critical that we be permitted to utilize these other agency agreements until we complete the competitive bid process.

BUDGETARY IMPACT:

[Funding: Fund 175 Transportation Trust, Cost Center 290202 Care and Custody; Fund 175 Transportation Trust, Cost Center 290205 Inmate Commissary; Fund 001 General Fund, Cost Center 290401 Detention; Fund 001 General Fund, Cost Center 290402 Inmate Medical, Fund 111 Detention/Jail Commissary, Cost Center 290406 Detention/Jail Commissary ; Fund 001 General Fund, Cost Center 290407 Pre Trial Release; Fund 114 Misdemeanor Probation Fund, Cost Center 290305 Work Release; and Fund 114 Misdemeanor Probation Fund, Cost Center 290306 Pre Trial

Diversion]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, after the start of fiscal year 2015-2016 (October 1, 2015) a purchase order requisition will be submitted to the Office of Purchasing for processing related to each item.

Attachments

POs Over 50,000 for Corrections FY2016

Escambia County Corrections; Community Corrections:

Vendor	Amount	Cost Center/ Object Code	Contract#
3M Electronic Monitoring	\$125,000.00	290301/53401	State DOC Contract# C2745 Currently Reviewing Scope for Competitive County Bid
Securitas Secuirty Services USA	\$60,000.00	290305/53401	PD 10-11.043
Drug Free Workplaces Inc	\$60,000.00	290301/53101 290306/53101 290307/53101	PD 14-15.013
Aramark	\$75,000.00	290305/53401	PD 13-14.065

Escambia County Corrections; Jail Division:

Vendor	Amount	Cost Center/ Object Code	Contract#
Aramark	\$1,190,000	290401/53401	PD 13-14.065
Azar's Uniforms	\$75,000	290401/55201	PD 13-14.048
Charles Neely Corp DBA PR Chemical	\$142,000	290401/55201	PD 13-14.046
Bob Barker	\$75,000	290401/55201	PD 13-14.046
Bobbie Graves	\$53,000	290401/55201 290401/54601	PD 13-14.046
Chris W. Jones, DMD (Inmate Dentist)	\$78,000	290402/53101	Agreement BCC Approved 09/05/2013
George A. Smith, MD (Physician)	\$84,000	290402/53101	Agreement BCC Approved 09/16/2013
Lawrence Mobley (Psychiatrist)	\$220,000	290402/53101	Agreement BCC Approved 09/05/2013
Sacred Heart Hospital -In Patient	\$450,000	290402/53101	Related to Emergency Inmate Medical Care
Sacred Heart Hospital-Lab Testing	\$110,000	290402/53101	Related to Emergency Inmate Medical Care
Escambia County EMS	\$70,000	290402/53101	Related to Emergency Inmate Medical Care
Baptist Hospital-In Patient	\$75,000	290402/53101	Related to Emergency Inmate Medical Care
Henry Schein (Medical Supplies)	\$75,000	290402/55201	Utilizing State Contract # 475-000-11-1
Diamond Drug	\$1,050,000	290402/55201	Utilizing MMCAP (Minnesota Multistate Contracting Alliance for Pharmacy) Currently Reviewing Scope for Competitive County Bid

Escambia County Corrections; Road Prison Division:

Vendor	Amount	Cost Center/ Object Code	Contract#
Merchants	\$70,000	290202/55201	PD 13-14.056
Sysco	\$80,000	290202/55201	PD 13-14.056



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8482	County Administrator's Report 13. 25.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Change Order 7 to Purchase Order#150382 to Kimble's Food by Design
From:	Michael Tidwell, Department Director
Organization: CAO Approval:	Corrections

RECOMMENDATION:

Recommendation Concerning a Change Order to Kimble's Food by Design for Inmate Commissary Services Provided to the Escambia County Road Prison in Excess of 50,000 - Michael Tidwell, Corrections Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order 7, in excess of \$50,000, adding funds for inmate commissary services at the Escambia County Road Prison for Fiscal Year 2015:

Department:	Corrections
Division:	County Road Prison
Туре:	Addition
Amount:	\$130,000
Vendor:	Kimble's Food by Design Inc.
Purchase Order:	150382
Change Order:	7
Original Board Approval Amount:	\$150,000
Cumulative Amount of Change Orders through this Change Order:	\$130,000
New Purchase Order Total	\$230,000

Board Contract Approval 06/26/2014, PD 13-14.044

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 290205, Object Code 55201]

BACKGROUND:

Meeting in regular session on June 26, 2014, the Board approved PD 13-14.044 between Kimble's Food by Design and the Escambia County Road Prison for inmate commissary services. Also, meeting in regular session, on September 25, 2014 the Board approved a total expenditure of \$150,000 related to this service for fiscal year 2015. Related to the April 2014 Flood and CBD Incident, in March of 2015, inmate's in the custody of the Escambia County Jail were sent to be housed in the south wing of the Road Prison where they were to be serviced by the Road Prison's commissary vendor. Related to this increase in population (of approximately 60 inmates) the expenditures for commissary services have increased. It is anticipated that the additional funds will be needed to supplement the already approved expenditure in order to provide these services through the end of fiscal year 2015. Prior to housing the Jail inmates the average monthly expenditure under PO 150382 was \$12,000. The post Jail inmate housing expenditure averages \$21,000 per month.

BUDGETARY IMPACT:

Funding will be provided from Fund 175-Transportation Trust; Cost Center 290205-Inmate Commissary; Object Code-55201.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a change order will be submitted to the Office of Purchasing for processing.

Attachments

PD13-14.044

AGREEMENT FOR COMMISSARY SERVICES (PD13-14.044)

THIS AGREEMENT is made and entered into this 24th day of ______ 2014, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Kimble's Food by Design, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor") with administrative offices located 607 Hines Street, LaGrange, Georgia 30241, (each at times being referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid (PD 13-14.044) relating to inmate commissary services for the Escambia County Road Prison located at 601 Highway 297A in Escambia County, Florida; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County has determined it is in the best interest of the citizens of Escambia County to engage Contractor to provide commissary services for the Escambia County Road Prison, and Contractor desires to accept such engagement; and

WHEREAS, the County and Contractor have agreed to execute this agreement for the purpose of setting forth those terms and conditions of the Parties.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. <u>Recitals</u>. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. <u>Term</u>. This Agreement shall commence on the "effective date" as defined herein and shall continue for a period of three (3) years (the "Initial Term") unless otherwise extended or terminated as provided herein. Upon mutual agreement of the parties, the Agreement may be renewed for three additional one (1) year terms.

3. <u>Interim Extension</u>. After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of six (6) years and six (6) months.

4. <u>Scope of Work.</u> Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Commissary Services, Specification No. P.D. 13-14.044, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

5. <u>Rebates</u>. Contractor agrees to pay County a 38% rebate for all inmate commissary net sales excluding the sale of tobacco products and 20 ounce beverage vouchers. Contractor further agrees to pay to County a 28% rebate for the net sale of tobacco products and 20 ounce beverage vouchers. For the purpose of this Agreement "net sale" shall be defined as gross sales less applicable sales tax and postage stamps.

6. <u>Method of Billing</u>. Contractor shall submit monthly invoices listing gross sales, stamps, taxes, net sales, and the County's applicable rebate. The invoices shall be prepared by Contractor and accompanied by any supporting data required by the County. County will use its best efforts to approve or reject such invoices within ten (10) days of receipt by County. Upon approval of the invoices by County, County shall tender payment within thirty (30) days. Rebates shall be paid to County on a monthly basis within thirty (30) days of receipt of payment from County.

Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

7. <u>Termination</u>. This Agreement may be terminated by the Contractor for cause upon providing ninety (90) days written notice to County. This Agreement may be terminated by the County for cause or convenience upon giving thirty (30) days written notice of such termination to Contractor. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

Indemnification. The Contractor agrees to save harmless, indemnify, and defend 8. County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Independent Contractor Status. Contractor hereby represents and agrees that it is engaged as an independent contractor and not as the agent, employee or servant of County; that it has and hereby retains the right to exercise and control and supervision of the work and full control over the employment, direction, compensation, and discharge of all persons assisting in the work, that it will be solely responsible for wages (including withholding of income taxes and social security), taxes, workers compensation, compliance with OSHA and all employment related regulations relating to its employees; and that it will be responsible for its own acts and those of its subordinates, employees and agents during the term of an agreement. Contractor shall retain the exclusive right to hire, fire and set the terms and conditions of employment for its employees including wages, hours, fringe benefits, duties, grievance procedures and labor relation matters. County shall not be considered a joint employer, joint venture or partner with contractor.

10. <u>Insurance</u>. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall

reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. <u>Public Records.</u> The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that Party, seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

12. <u>Notice.</u> Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Kimble's Food By Design, Inc. Attention: Rebecca Walker 607 Hines Street LaGrange, Georgia 30241 To: Escambia County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. <u>Assignment</u>: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior consent of the other Party.

15. <u>Entire Agreement.</u> This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. <u>Compliance with Laws.</u> Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. <u>Assignment of Agreement</u>. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. <u>Miscellaneous.</u> If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. <u>Annual Appropriation</u>. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates, under each signature:

COUNTY: ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners. By: Lumon J. May, Chairman Date: 6/30/2014 ATTEST: Pam Childers Clerk of the Circuit Court Approved as to form and legal sufficiency. By By/Title Date: Deputy Clerk * SCAMBIA U CONTRACTOR: 'KIMBLE'S FOOD BY DESIGN, INC., a forprofit corporation authorized to conduct BCC Approved 06-26-2014 business in the State of Florida. President 28/2014 ATTEST: Date: Corporate Secretary

ESCAMBIA COUNTY FLORIDA

INVITATION TO BIDDERS

Escambia County Road Prison Commissary Services

SPECIFICATION NUMBER PD 13-14.044 BIDS WILL BE RECEIVED UNTIL: 3:00pm, CDT, Tuesday, May 13, 2014 Office of Purchasing, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Matt Langley Bell III Building Post Office Box 1591 Pensacola, FL 32591-1591

Board of County Commissioners

Lumon J. May, Chairman Steven Barry, Vice Chairman Wilson B. Robertson Gene Valentino Grover Robinson, IV

Procurement Assistance: Joe Pillitary, CPPO, CPPB Purchasing Coordinator Office of Purchasing 2nd Floor, Matt Langley Bell, III Building 213 Palafox Place Pensacola, FL 32502 Tel: (850) 595-4878 Fax: (850) 595-4807 Email: joe pillitary@co.escambia.fl.us Website: www.myescambia.com

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



SCOPE OF WORK

- A) SERVICE
 - (1) CONTRACTOR shall provide inmate commissary management at the Escambia County Road Prison.
 - (2) CONTRACTOR shall be responsible for inmate commissary procurement for approximately 180-236 inmates. Including but not limited to order fulfillment, weekly order delivery, maintenance of inventory and accounting of transactions.
 - (3) CONTRACTOR shall furnish all hardware and software related to said commissary services at NO COST TO Escambia County, to include the following for the Escambia County Road Prison: two (2) "Inmate Direct" Kiosk machines; one (1) computer w/monitor and printer to include software preloaded; and one (1) server for central processing and remote communication to include all equipment installation and supplies (i.e. toner, paper).
 - (4) CONTRACTOR shall provide products listed on attached menu and/or submit a list of items to be approved by the Escambia County Road Prison.
 - (5) CONTRACTOR shall contract with a vending company to provide three (3) drink vending machines that accept drink coupons/tokens at NO COST TO ESCAMBIA.
 - (6) CONTRACTOR shall provide unlimited technical support for all hardware and software furnished under paragraph 3 at NO COST TO ESCAMBIA COUNTY.
 - (7) CONTRACTOR shall receive orders entered into Inmate Direct Kiosks, transmitted to the packing facility and delivered back to the Escambia County Road Prison no later than 4:00 p.m. on Friday of every week including Holidays.
 - (8) CONTRACTOR agrees to the following requirements:

Inmate Trust Account Debit Calling Requirements:

- Vendor must demonstrate a debit calling system which has the ability to interface with the County's inmate telephone provider.
- The debit calling system must allow inmates to purchase phone time using an interactive voice response (IVR) system available through the standard inmate phone system.
- After purchase, the system must deduct the purchased amount from the inmate's account and make the purchased phone time available to inmates.
- The debit calling system must also have the capability to refund any unused phone time automatically to the inmate upon release if the inmate telephone provider supports this feature.

Phone Ordering System Requirements:

- Vendor must provide a commissary ordering system which operates through the existing inmate telephone system (currently Securus)
- The commissary ordering system must allow inmate's to identify products for purchase and hear their current trust account balance.
- Completed commissary orders must not be billed to inmate accounts until the inmate's housing unit is processed as an entire batch.
- Likewise, any inmate restrictions existing at the time the housing unit batch is processed should be enforced.
- The commissary ordering system must be completely integrated with the trust accounting system, requiring no additional data entry for ordering or billing in the trust accounting system.

Lobby Cashier Kiosk Requirements:

- Vendor must provide bill accepting kiosks for friends and family to place funds on inmate accounts.
- The kiosk must also allow payments using credit/debit cards.
- The kiosk must give a receipt for each transaction.
- (9) CONTRACTOR agrees to pay to Escambia County a minimum 25% rebate for all inmate commissary net sales excluding the sale of tobacco products and 20 oz. Beverage vouchers.
- (10) CONTRACTOR agrees to pay to Escambia County a minimum 20% rebate for the net sale of tobacco products and 20 ounce beverage vouchers.

NOTE: For the purpose of "NET SALES" shall be defined as gross sales less applicable sales tax and postage stamps.

(11) CONTRACTOR to send monthly invoices to:

Escambia County Road Prison 601 Hwy 297A Cantonment, FL 32577

Invoicing should include a breakdown of weekly sales +/- sales tax and credits.

Contact:	Candace Knapp	Brenda Lee
	850-937-2105p	850-937-2105p
	850-937-2108f	850-937-2108f
	cmknapp@myescambia.com	bhlee@myescambia.com

 (12) Contractor shall mail monthly commission/rebate check to: Clerk of the Court & Comptroller Hon. Pam Childers
 221 Pala fox Place, Suite 140 Pensacola, FL 32502-5843

(B) TERMS

(1) The terms being requested on the effective date shall be for a period of three (3) years

unless extended or terminated.

•

- (2) At the end of the initial term a renewal for up to three (3) additional one (1) year periods upon mutual agreement by both parties.
- (3) Escambia County shall provide a thirty (30) day written notice of its intent to renew or cancel.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8936	County Administrator's Report 13. 26.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Program Participation Agreement with Pathways for Change, Inc.
From:	Michael Tidwell, Department Director
Organization:	Corrections
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Program Participation Agreement Between Pathways for Change, Inc., and Escambia County, Florida - Michael A. Tidwell, Corrections Department Director

That the Board take the following action concerning the Program Participation Agreement between Pathways for Change, Inc. (PFC), a Florida not-for-profit Corporation and Escambia County, Florida, a political subdivision of the State of Florida (County):

- A. Approve the Agreement; and
- B. Authorize the Chairman to sign the Agreement.

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society. The County agrees to contribute for Fiscal Year 2015/2016 up to \$140,000 to the Program (the "County Contribution"). The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to compensation, including full time salary and benefits for the following PFC staff positions:

- 1. Admissions Specialist/Court Liaison
- 2. Treatment Program Manager
- 3. Case Manager
- 4. Executive Director
- 5. Mental Health Contract Counselors
- 6. Office Coordinator
- 7. Transition Manager
- 8. AfterCare Specialist/Director of Alumni

Miscellaneous expenses incurred in the provision of incentives for mentors participating

in the program include: cell phones, travel and training for Program staff; miscellaneous expenses such as medications and hygiene items for inmates; transportation of inmates to community services for medical and vocational evaluations; program curriculum; night monitors; aftercare services; and transitional housing.

[Funding Source: General Fund 001, Cost Center 110201, Object Code 58208]

BACKGROUND:

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society; the program is commonly referred to as "PFC".

BUDGETARY IMPACT:

Funding Source: General Fund 001, Cost Center 110201, Object Code 58208

LEGAL CONSIDERATIONS/SIGN-OFF:

This document has been approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code Ordinances of Escambia County, Florida 1999, Chapter 46, Finance Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Agreement

PROGRAM PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of September, 2015, by and between Pathways For Change, Inc. (hereinafter referred to as "PFC, Inc."), a Florida not for profit corporation, with a principal address of 901 West Moreno Street, Pensacola, Florida 32501, and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, PFC, Inc. operates a residential treatment program to assist individuals who have been recently released from a correctional facility assimilate into society, which program is commonly referred to as "Pathways for Change" (hereinafter the "Program"); and

WHEREAS, the County has agreed to contribute certain funds for the benefit of the Program as described more particularly herein; and

WHEREAS, the Board of County Commissioners has concluded it is in the best interest of the health, safety and welfare of the citizens of Escambia County to enter into this Agreement to contribute funds for the benefit of the Program and said expenditure serves an essential public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. <u>Recitals</u>. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and further agree that said recitals shall be incorporated into the body of this Agreement.

2. <u>Escambia County's Contribution.</u> The County agrees to contribute up to \$140,000.00 ("County Contribution") to the Program for fiscal year 2015/2016. The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to the following:

(a) Compensation including full time salary and benefits for the following PFC staff positions:

- 1. Admissions Specialist/ Court Liaison
- 2. Treatment Program Manager
- 3. Case Manager
- 4. Executive Director
- 5. Mental Health Contract Counselors
- 6. Office Coordinator

- 7. Transition Manager
- 8. Aftercare Specialist/ Director of Alumni

(b) <u>Mentor Incentives and Miscellaneous Expenses</u>. Miscellaneous expenses incurred in the provision of incentives for mentors participating in the program; cell phones, travel and training for Program staff; miscellaneous expenses such as medications and hygiene items for inmates, transportation of inmates to community services for medical and vocational evaluations; program curriculum; night monitors; aftercare services and transitional housing.

PFC agrees to maintain at least a 50% "Program success rate" equal to the average annual number of Program participants divided by the average annual number of Program graduates as calculated based on the current fiscal year (2015/2016). Should the Program success rate fall below the required minimum, the County Contribution shall be reduced by the amount of \$5,000.00 for each percentage point below the 50% Program success rate.

3. <u>Audit.</u> PFC agrees to provide access to or produce all financial records and documents related to the subject contribution from the County for the Program and allow as necessary for the audit of such records by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court. Further, PFC agrees to furnish to the Escambia County Office of Management and Budget upon request a copy of the relevant annual audit report prepared by an independent certified public accountant licensed and in good standing in the State of Florida.

4. <u>Annual Report.</u> PFC agrees to provide an annual report on the Program described herein to include basic statistical information relevant to the Program (e.g. number of classes, students, and graduates, etc.) and an itemized statement of expenditures for which reimbursement was provided as part of the County's contribution under the Agreement.

5. <u>Public Records.</u> The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that Party, seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

6. <u>Term and Termination.</u> The term of this Agreement shall commence on October 1, 2015, and shall terminate on September 30, 2016. Either party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party.

7. <u>Entire Agreement.</u> This instrument constitutes the entire integrated agreement and understanding between the parties, superseding all prior communications, oral or

written, including without limitation, the Prior Agreements. No statements, promises or inducements made by either party or agent of either party, express or implied, shall be valid or binding if not contained in this written Agreement. No modifications to the Agreement shall be effective or binding unless in writing over the duly authorized signatures of the parties hereto. This paragraph shall not be deemed waived by any modification or alteration which does not conform to the above provisions of the Paragraph.

8. <u>Funding Contingency</u>. Any and all obligations on the part of the County hereunder are hereby made expressly contingent upon appropriation by the Board of County Commissioners.

9. <u>Indemnification</u>. To the extent permitted by law, PFC, Inc. agrees to indemnify and hold the County, its elected and appointed officials, employees, agents, servants, harmless against any and all claims that may arise out of the performance of this Agreement.

10. <u>Notice.</u> Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Pathways for Change, Inc.	To: Escambia County Corrections
Attention: Constance Bookman	Attention: Michael Tidwell, Director
1211 West Fairfield Avenue	2251 North Palafox Street
Pensacola, Florida 32501	Pensacola, Florida 32501

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

12. <u>Compliance with Federal Civil Rights Obligations</u>. If a recipient and/or subrecipient of federal financial assistance, PFC, Inc. shall comply with all applicable federal civil rights obligations, including but not limited to the following:

a. Federal Civil Rights Laws: 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 and implementing agencies 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. § 794); 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);28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Non-Discrimination); 28 C.F.R. pt. 54 (U.S. Department of Justice Regulations - Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance); Exec. Order No. 13,279 (equal protection of the laws for faithbased and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations).

- b. Americans with Disabilities Act: Subgrant recipients must comply with the requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131-34, 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).
- c. Limited English Proficiency (LEP): In accordance with the U.S. Department of Justice (DOJ) 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 limited English proficiency. See Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (June 18, 2002). Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. For more information, please see the website at <u>http://www.lep.gov</u>.
- d. Equal Treatment for Faith-Based Organizations: Subgrant recipients must comply with the applicable requirements of 28 C.F.R. Part 38, the DOJ regulation governing "Equal Treatment for Faith-Based Organizations" ("the Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that direct financial assistance from DOJ may not be used for inherently religious activities, such as prayer; participation in Alcoholics Anonymous, Narcotics Anonymous, or other Twelve-Step programs; worship; religious instruction; or proselytization. If subrecipients engage in inherently religious

activities, such activities must be separate in time or place from the programs or services funded with direct financial assistance from DOJ, and participation in such activities by beneficiaries must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by direct financial assistance by DOJ shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- e. No Retaliation: As a recipient or subrecipient of federal financial assistance, and in accordance with federal civil rights laws, PFC, Inc. shall not retaliate against individuals for taking action or participating in action to secure rights protected by federal civil rights laws.
- f. Equal Employment Opportunity Plan: PFC, Inc. will file a certification with the Florida Department of Law Enforcement (FDLE) and OCR attesting to its status as a nonprofit organization. The certification form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.
- g. Findings of Discrimination: 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 PFC, Inc. as a recipient or subrecipient of federal financial assistance, PFC, Inc. will forward a copy of the finding to FDLE and OCR.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by signature of their duly authorized representative as of the day and year first above written.

> BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

ATTEST: PAM CHLDERS CLERK OF THE CIRCUIT COURT

Deputy Clerk

Approved as to form and legal sufficiency By/Title: Date:

PATHWAYS FOR CHANGE, INC., a Florida not for profit corporation

President

ATTEST: Corporate Secretary

(Corporate Seal)

(SEAL)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8832	County Adm	inistrator's Report 13. 27.
BCC Regular M	eeting	Budget & Finance Consent
Meeting Date:	09/24/2015	
Issue:	Write-Off of Accounts Receivable	
From:	Mike Weaver, Department Directo	or
Organization:	Public Safety	
CAO Approval:		

RECOMMENDATION:

Recommendation Concerning the Write-Off of Accounts Receivable Recorded in the Emergency Medical Service Fund as Uncollectible Bad Debts - Michael D. Weaver, Public Safety Department Director

That the Board adopt the Resolution authorizing the write-off of \$1,594,962.56 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.

BACKGROUND:

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from EMS Ambulance Billings for the third quarter of Fiscal Year 2014-2015 for 3,305 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filling, private pay processing pre-collection letter(s), and /or referral to the secondary collection agency. All accounts have been with the secondary collection agency for at least 120 days. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be unproductive.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Kristen Hual has reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Attachment A Resolution

Trip Date	Run #	Customer	Due
2008-08-17	Run 21,770		418.42
2011-01-22	Run 2,020		545.00
2011-05-20	Run 13,662		645.00
2011-10-04	Run 27,511		715.00
2011-10-09	Run 27,889		69.41
2011-10-15	Run 28,590		69.41
2011-10-20	Run 29,038		54.66
2011-11-16	Run 31,563		83.50
2012-03-20	Run 7,961		978.90
2012-05-13	Run 13,550		549.00
2012-06-30	Run 18,549		121.70
2012-07-09	Run 19,411		747.00
2012-07-10	Run 19,571		537.00
2012-08-21	Run 23,991		937.00
2012-08-26	Run 24,456		721.00
2012-11-12	Run 32,463		891.00
2012-12-23	Run 36,544		999.00
2013-01-28	Run 2,931		819.00
2013-01-31	Run 3,286		81.92
2013-02-12	Run 4,555		585.00
2013-02-25	Run 5,903		1,037.00
2013-03-22	Run 8,562		550.00
2013-04-15	Run 11,194		121.80
2013-04-16	Run 11,244		893.00
2013-04-21	Run 11,763		150.00
2013-05-04	Run 12,925		150.00
2013-05-07	Run 18,182		721.00
2013-05-11	Run 14,281		609.00
2013-06-06	Run 16,384		88.02
2013-06-11	Run 17,473		126.60
2013-07-08	Run 19,882		516.49
2013-08-04	Run 22,643		869.00
2013-09-25	Run 28,047		609.00
2013-10-09	Run 29,520		774.00
2013-10-14	Run 29,938		84.33
2013-10-14	Run 29,989		125.00
2013-10-15	Run 30,046		150.00
2013-10-31	Run 31,653		951.00
2013-11-14	Run 33,010		597.00
2013-11-17	Run 33,337		118.60
2013-11-20	Run 33,597		609.00
2013-11-25	Run 34,130		75.79
2013-12-01	Run 34,628		833.00

2013-12-03	Run 34,822	79.90
2013-12-06	Run 35,208	953.00
2013-12-08	Run 35,466	768.00
2013-12-19	Run 36,627	84.47
2013-12-19	Run 36,577	85.91
2013-12-26	Run 37,340	150.00
2014-01-03	Run 204	81.00
2014-01-03	Run 439	96.82
2014-01-08	Run 830	88.23
2014-01-08	Run 885	100.00
2014-01-10	Run 1,099	130.58
2014-01-10	Run 1,003	771.00
2014-01-11	Run 1,201	669.00
2014-01-12	Run 1,258	25.00
2014-01-12	Run 1,273	50.00
2014-01-13	Run 1,395	121.80
2014-01-23	Run 2,427	85.08
2014-01-26	Run 2,648	74.48
2014-01-26	Run 2,669	275.00
2014-01-27	Run 2,844	833.00
2014-01-29	Run 2,963	141.80
2014-02-02	Run 3,494	645.00
2014-02-05	Run 3,815	651.00
2014-02-06	Run 3,863	141.13
2014-02-10	Run 4,246	71.76
2014-02-11	Run 4,340	63.47
2014-02-11	Run 4,339	78.92
2014-02-11	Run 4,327	85.94
2014-02-15	Run 4,725	75.91
2014-02-15	Run 4,771	92.38
2014-02-15	Run 4,788	209.12
2014-02-16	Run 4,860	83.93
2014-02-16	Run 4,845	100.00
2014-02-16	Run 4,870	106.10
2014-02-16	Run 4,863	112.72
2014-02-17	Run 4,974	91.09
2014-02-18	Run 5,057	537.00
2014-02-23	Run 5,698	263.22
2014-02-28	Run 6,253	603.00
2014-03-02	Run 6,458	377.00
2014-03-03	Run 6,478	877.00
2014-03-08	Run 7,059	175.70
2014-03-09	Run 7,136	385.80
2014-03-13	Run 7,683	250.00
2014-03-14	Run 7,806	693.00
2014-03-17	Run 8,090	925.00
2014-03-19	Run 8,223	609.00

/11/1/4=11 <= 7 <	Run 8,627 Run 8,793	
	Run 9,157	100.00
	Run 9,281	493.73
	Run 9,283	831.00
	Run 9,829	50.00
	Run 9,954	833.00
	Run 10,428	805.00
	Run 10,428 Run 10,480	917.00
	Run 10,480 Run 10,721	537.00
	Run 10,721	843.00
	Run 10,708	107.25
	Run 10,967	593.98
	Run 11,068	72.62
	Run 11,315	
	Run 11,723	480.09 857.00
	Run 11,723 Run 11,830	84.22
	Run 11,837	95.67
	Run 11,835	533.43
	Run 12,326	121.80
	Run 12,325	609.00
	Run 12,325 Run 12,412	845.00
	Run 12,634	561.00
	Run 12,765	561.00
	Run 12,703	597.00
	Run 12,895	807.00
	Run 13,481	95.24
	Run 13,493	127.43
	Run 13,470	751.00
	Run 13,382	771.00
	Run 13,563	537.00
	Run 13,696	549.00
	Run 13,899	573.00
	Run 14,243	83.22
	Run 14,143	132.82
	Run 14,114	156.20
	Run 14,459	90.42
	Run 14,641	905.00
	Run 14,718	107.40
	Run 14,789	537.00
	Run 15,003	71.01
	Run 15,006	541.45
	Run 15,044	98.14
	Run 15,287	729.00
	Run 15,218	777.00
	Run 15,351	71.84
	Run 15,502	98.54

2014-05-22	Run 15,609	547.00
2014-05-22	Run 16,231	807.00
2014-05-23	Run 15,891	559.00
2014-05-24	Run 16,083	93.81
2014-05-25	Run 16,186	87.66
2014-05-26	Run 16,143	905.00
2014-05-28	Run 16,221	821.00
2014-05-27	Run 16,335	
		1,275.00
2014-05-28	Run 16,376 Run 16,417	893.00 963.00
2014-05-28 2014-05-29	,	
	Run 16,493	633.00
2014-05-30	Run 16,644	160.00
2014-05-31	Run 16,755	111.30
2014-05-31	Run 16,785	573.00
2014-05-31	Run 16,734	757.00
2014-06-01	Run 16,811	124.20
2014-06-01	Run 16,865	809.00
2014-06-02	Run 17,010	249.54
2014-06-02	Run 16,880	250.00
2014-06-02	Run 16,962	621.00
2014-06-02	Run 17,165	733.00
2014-06-03	Run 17,028	88.94
2014-06-04	Run 17,247	643.92
2014-06-05	Run 17,293	150.00
2014-06-05	Run 17,367	657.00
2014-06-06	Run 17,598	89.52
2014-06-06	Run 17,603	537.00
2014-06-06	Run 17,493	537.02
2014-06-07	Run 17,593	206.67
2014-06-07	Run 17,652	585.00
2014-06-07	Run 17,661	601.00
2014-06-07	Run 17,537	695.00
2014-06-07	Run 17,773	765.00
2014-06-08	Run 17,683	805.00
2014-06-09	Run 17,812	207.00
2014-06-09	Run 17,842	573.00
2014-06-11	Run 18,049	951.00
2014-06-12	Run 18,172	75.96
2014-06-13	Run 18,352	81.18
2014-06-14	Run 18,452	50.00
2014-06-14	Run 18,430	657.00
2014-06-16	Run 18,718	623.00
2014-06-16	Run 18,669	855.00
2014-06-17	Run 18,807	110.28
2014-06-17	Run 18,811	112.07
2014-06-17	Run 18,796	225.50
2014-06-17	Run 18,772	819.00

2014-06-18	Run 18,930	156.60
2014-06-18	Run 18,952	202.72
2014-06-18	Run 18,917	697.00
2014-06-18	Run 18,943	769.00
2014-06-18	Run 18,942	709.00
2014-06-18	Run 18,890	833.00
2014-06-18	Run 18,980	165.80
2014-06-19	Run 18,936	561.00
2014-06-19	Run 19,019	881.00
2014-06-20	Run 19,019	300.00
2014-06-20	Run 19,155	597.00
2014-06-20	Run 19,305	645.00
2014-06-21	Run 19,305 Run 19,257	
2014-06-21	Run 19,237 Run 19,274	688.90 720.00
2014-06-22 2014-06-22	Run 19,319	300.00
	Run 19,353	721.00
2014-06-23	Run 19,443	83.22
2014-06-23	Run 19,438	250.00
2014-06-23	Run 19,451	573.00
2014-06-23	Run 19,457	591.00
2014-06-23	Run 19,432	609.35
2014-06-23	Run 19,441	645.00
2014-06-24	Run 19,601	114.60
2014-06-24	Run 19,640	561.00
2014-06-24	Run 19,577	609.00
2014-06-25	Run 19,673	681.00
2014-06-25	Run 19,660	831.00
2014-06-26	Run 19,889	16.79
2014-06-26	Run 19,840	88.08
2014-06-26	Run 19,836	300.00
2014-06-26	Run 19,918	881.00
2014-06-27	Run 19,908	150.00
2014-06-27	Run 20,030	645.00
2014-06-27	Run 19,897	733.00
2014-06-28	Run 20,113	61.26
2014-06-28	Run 20,146	138.60
2014-06-28	Run 20,028	603.00
2014-06-28	Run 20,034	603.00
2014-06-28	Run 20,140	759.00
2014-06-28	Run 20,080	781.00
2014-06-29	Run 20,264	84.79
2014-06-29	Run 20,219	87.80
2014-06-29	Run 20,209	116.60
2014-06-29	Run 20,287	150.00
2014-06-30	Run 20,338	150.00
2014-06-30	Run 20,344	150.00
2014-06-30	Run 20,414	744.00

2014-07-01	Dup 20 499	20.00
2014-07-01	Run 20,488 Run 20,473	88.37
2014-07-01	Run 20,473	537.00
2014-07-01	Run 20,458	
	Run 20,457 Run 20,482	621.00 721.00
2014-07-01	,	
2014-07-01	Run 20,545	821.00
2014-07-01	Run 20,480	831.00
2014-07-02	Run 20,597	74.63
2014-07-02	Run 20,528	79.63
2014-07-02	Run 20,616	96.82
2014-07-02	Run 20,682	537.00
2014-07-02	Run 20,642	549.00
2014-07-02	Run 20,630	609.00
2014-07-02	Run 20,675	720.00
2014-07-03	Run 20,784	61.26
2014-07-03	Run 20,721	90.81
2014-07-03	Run 20,696	387.40
2014-07-03	Run 20,722	759.00
2014-07-04	Run 20,838	83.93
2014-07-04	Run 20,852	537.00
2014-07-04	Run 20,780	771.00
2014-07-04	Run 20,859	821.00
2014-07-04	Run 20,911	833.00
2014-07-04	Run 20,832	855.00
2014-07-05	Run 20,993	150.00
2014-07-05	Run 21,044	150.00
2014-07-05	Run 20,968	250.00
2014-07-05	Run 20,915	585.00
2014-07-05	Run 20,939	591.00
2014-07-05	Run 20,909	651.00
2014-07-05	Run 21,045	733.00
2014-07-05	Run 21,291	831.00
2014-07-05	Run 20,999	867.00
2014-07-05	Run 20,987	869.00
2014-07-06	Run 21,052	16.76
2014-07-06	Run 21,140	100.00
2014-07-06	Run 21,031	162.60
2014-07-06	Run 21,097	242.70
2014-07-06	Run 21,080	561.00
2014-07-06	Run 21,114	597.00
2014-07-06	Run 21,030	663.00
2014-07-06	Run 21,071	747.00
2014-07-06	Run 21,155	845.00
2014-07-07	Run 21,204	74.56
2014-07-07	Run 21,180	109.80
2014-07-07	Run 21,247	115.07
2014-07-07	Run 21,185	150.00

2014-07-07	Run 21,175	150.00
2014-07-07	Run 21,221	637.00
2014-07-07	Run 21,193	759.00
2014-07-07	Run 21,267	831.00
2014-07-08	Run 21,328	92.38
2014-07-08	Run 21,320	109.80
2014-07-08	Run 21,309	250.00
2014-07-08	Run 21,300	561.00
2014-07-08	Run 21,343	80.78
2014-07-09	Run 21,400 Run 21,370	84.93
2014-07-09	Run 21,459	100.00
2014-07-09	Run 21,459 Run 21,495	561.00
2014-07-09	Run 21,495 Run 21,420	
2014-07-09	Run 21,420 Run 21,483	807.00 821.00
	Run 21,463 Run 21,548	
2014-07-10 2014-07-10	Run 21,546 Run 21,586	75.05
2014-07-10	Run 21,586 Run 21,479	81.36 87.51
2014-07-10	Run 21,639	94.00
2014-07-10	Run 21,551	114.60
2014-07-10	Run 21,615	341.86
2014-07-10	Run 21,550	783.00
2014-07-10	Run 21,550 Run 21,640	807.00
2014-07-10	Run 21,502	819.00
2014-07-10	Run 21,589	939.00
2014-07-10	Run 21,714	121.80
2014-07-11	Run 21,714	121.80
2014-07-11	Run 21,665	150.00
2014-07-11	Run 21,670	150.00
2014-07-11	Run 21,671	150.00
2014-07-11	Run 21,668	250.00
2014-07-11	Run 21,633	597.00
2014-07-11	Run 21,626	697.00
2014-07-11	Run 21,690	757.00
2014-07-12	Run 21,757	125.00
2014-07-12	Run 21,811	150.00
2014-07-12	Run 21,752	261.51
2014-07-12	Run 21,872	300.00
2014-07-12	Run 21,743	733.00
2014-07-12	Run 21,896	745.00
2014-07-12	Run 21,902	759.00
2014-07-12	Run 21,953	92.09
2014-07-13	Run 21,911	100.00
2014-07-13	Run 21,943	124.20
2014-07-13	Run 21,950	171.00
2014-07-13	Run 21,992	549.00
2014-07-13	Run 21,967	573.00
2014-07-13	Run 21,891	769.00

2014-07-14	Run 22,071	65.36
2014-07-14	Run 22,071	239.60
2014-07-14	Run 22,007	549.00
2014-07-14	Run 21,980	573.00
2014-07-14	Run 22,112	633.00
2014-07-14	Run 22,112	771.00
2014-07-14	Run 22,101	20.28
2014-07-15	Run 22,149 Run 22,235	
2014-07-15		91.38
2014-07-15	Run 22,158 Run 22,181	845.00 855.00
2014-07-15		
2014-07-15	Run 22,253	855.00
2014-07-16	Run 22,318 Run 22,333	50.00
		87.23
2014-07-16	Run 22,264	150.00
2014-07-16	Run 22,262	150.00
2014-07-16	Run 22,315	473.45
2014-07-16	Run 22,349	533.00
2014-07-16	Run 22,319	537.00
2014-07-16	Run 22,297	549.00
2014-07-16	Run 22,294	733.00
2014-07-16	Run 22,367	745.00
2014-07-16	Run 22,377	759.00
2014-07-16	Run 22,228	771.00
2014-07-16	Run 22,249	855.00
2014-07-17	Run 22,481	31.82
2014-07-17	Run 22,418	85.65
2014-07-17	Run 22,560	609.00
2014-07-17	Run 22,380	801.00
2014-07-17	Run 22,424	829.00
2014-07-17	Run 22,444	857.00
2014-07-17	Run 22,419	917.00
2014-07-18	Run 22,581	438.19
2014-07-18	Run 22,533	561.00
2014-07-18	Run 22,674	585.00
2014-07-18	Run 22,966	585.00
2014-07-18	Run 22,506	609.00
2014-07-18	Run 22,587	687.00
2014-07-18	Run 22,539	697.00
2014-07-18	Run 22,596	783.00
2014-07-18	Run 22,586	797.00
2014-07-18	Run 22,590	847.00
2014-07-19	Run 22,727	84.08
2014-07-19	Run 22,968	381.70
2014-07-19	Run 22,616	573.00
2014-07-19	Run 22,681	759.00
2014-07-19	Run 22,692	783.00
2014-07-19	Run 22,638	809.00

2014-07-19	Run 22,652	819.00
2014-07-19	Run 22,655	853.00
2014-07-20	Run 22,730	72.33
2014-07-20	Run 22,748	75.34
2014-07-20	Run 22,747	672.23
2014-07-20	Run 22,794	881.00
2014-07-20	Run 22,714	965.00
2014-07-20	Run 22,926	10.00
2014-07-21	Run 22,885	86.60
2014-07-21	Run 22,875	150.00
2014-07-21	Run 22,967	549.00
2014-07-21	Run 22,862	833.00
2014-07-22	Run 23,036	85.51
2014-07-22	Run 23,060	86.94
2014-07-22	Run 22,984	95.96
2014-07-22	Run 23,001	150.00
2014-07-22	Run 23,053	275.00
2014-07-22	Run 22,952	300.00
2014-07-22	Run 23,061	561.00
2014-07-22	Run 22,981	583.00
2014-07-22	Run 23,025	693.00
2014-07-22	Run 22,983	746.50
2014-07-22	Run 22,987	747.00
2014-07-22	Run 23,199	43.40
2014-07-23	Run 23,114	83.22
2014-07-23	Run 23,194	91.09
2014-07-23	Run 23,172	537.00
2014-07-23	Run 23,172	549.00
2014-07-23	Run 23,161	609.00
2014-07-23	Run 23,132	747.00
2014-07-23	Run 23,123	821.00
2014-07-24	Run 23,222	50.40
2014-07-24	Run 23,226	124.20
2014-07-24	Run 23,313	332.18
2014-07-24	Run 23,306	573.00
2014-07-24	Run 23,256	639.00
2014-07-24	Run 23,238	869.00
2014-07-25		117.87
2014-07-25	Run 23,421	168.20
2014-07-25	Run 23,399	250.00
2014-07-25	Run 23,316	693.00
2014-07-25	Run 23,352	708.00
2014-07-25	Run 23,361	784.00
2014-07-25	Run 23,395	795.00
2014-07-26	Run 23,459	87.94
2014-07-26	Run 23,527	97.00
2014-07-26	Run 23,535	549.00

2014-07-26	Run 23,509	561.00
2014-07-20	Run 23,435	561.00
2014-07-20	Run 23,953	609.00
2014-07-26	Run 23,512	747.00
2014-07-26	Run 23,546	841.00
2014-07-20	Run 23,546 Run 23,573	83.22
2014-07-27	Run 23,562	113.81
2014-07-27	Run 23,615	131.40
2014-07-27	Run 23,533	150.00
2014-07-27	Run 23,606	549.00
2014-07-27	Run 23,660	557.63
2014-07-27	Run 23,563	669.00
2014-07-27	Run 23,592	793.00
2014-07-28	Run 23,681	10.00
2014-07-28	Run 23,670	12.89
2014-07-28	Run 23,793	86.94
2014-07-28	Run 23,700	100.00
2014-07-28	Run 23,723	250.00
2014-07-28	Run 23,704	537.00
2014-07-28	Run 23,756	597.00
2014-07-28	Run 23,635	633.00
2014-07-28	Run 23,648	697.00
2014-07-28	Run 23,797	845.00
2014-07-28	Run 23,755	917.00
2014-07-28	Run 23,787	922.00
2014-07-29	Run 23,871	150.00
2014-07-29	Run 23,796	166.20
2014-07-29	Run 23,869	541.00
2014-07-29	Run 23,860	573.00
2014-07-29	Run 23,802	783.00
2014-07-29	Run 23,819	837.00
2014-07-30	Run 24,028	50.00
2014-07-30	Run 24,022	87.23
2014-07-30	Run 23,979	121.75
2014-07-30	Run 23,960	138.03
2014-07-30	Run 23,930	150.00
2014-07-30	Run 24,035	150.00
2014-07-30	Run 23,954	424.16
2014-07-30	Run 23,942	587.00
2014-07-30	Run 23,875	729.00
2014-07-30	Run 24,048	757.00
2014-07-31	Run 24,057	189.80
2014-07-31	Run 24,054	597.00
2014-07-31	Run 24,080	609.00
2014-07-31	Run 24,053	705.00
2014-08-01	Run 24,182	70.90
2014-08-01	Run 24,233	97.97

2014-08-01	Run 24,239	150.00
2014-08-01	Run 24,230	537.00
2014-08-01	Run 27,596	549.00
2014-08-01	Run 24,162	709.00
2014-08-01	Run 24,228	709.00
2014-08-01	Run 24,220	721.00
2014-08-01	Run 24,104 Run 24,235	821.00
2014-08-01	Run 24,235 Run 24,175	1,013.00
2014-08-02	Run 24,175 Run 24,267	73.77
2014-08-02	Run 24,207 Run 24,244	73.91
2014-08-02	· · · · · · · · · · · · · · · · · · ·	124.20
2014-08-02	Run 24,347 Run 24,273	150.00
2014-08-02		
2014-08-02	Run 24,257 Run 24,268	244.65 745.00
2014-08-02	Run 24,266	759.00
2014-08-02	Run 24,325	891.00
2014-08-02	Run 24,332	941.00
2014-08-03	Run 24,395	94.96
2014-08-03	Run 24,424	104.91
2014-08-03	Run 24,471	537.00
2014-08-03	Run 24,416	609.00
2014-08-03	Run 24,402	697.00
2014-08-03	Run 24,439	733.00
2014-08-03	Run 24,417	747.00
2014-08-03	Run 24,384	784.00
2014-08-03	Run 24,380	795.00
2014-08-03	Run 24,392	797.00
2014-08-03	Run 24,385	989.00
2014-08-04	Run 24,490	94.82
2014-08-04	Run 24,485	200.00
2014-08-04	Run 24,475	597.00
2014-08-04	Run 24,483	759.00
2014-08-04	Run 24,560	809.00
2014-08-04	Run 24,583	809.00
2014-08-04	Run 24,486	821.00
2014-08-04	Run 24,570	869.00
2014-08-05	Run 24,703	91.24
2014-08-05	Run 24,695	229.04
2014-08-05	Run 24,620	493.38
2014-08-05	Run 24,598	561.00
2014-08-05	Run 24,697	747.00
2014-08-05	Run 24,665	771.00
2014-08-05	Run 24,664	917.00
2014-08-06	Run 24,741	20.00
2014-08-06	Run 24,794	103.12
2014-08-06	Run 24,762	121.56
2014-08-06	Run 24,871	121.80

2014-08-06	Run 24,823	129.00
2014-08-06	Run 24,809	567.00
2014-08-06	Run 24,760	809.00
2014-08-07	Run 24,961	75.20
2014-08-07	Run 24,932	87.66
2014-08-07	Run 24,934	87.66
2014-08-07	Run 24,889	115.65
2014-08-07	Run 24,862	150.00
2014-08-07	Run 24,832	250.00
2014-08-07	Run 24,848	573.00
2014-08-07	Run 24,891	621.00
2014-08-07	Run 24,935	729.00
2014-08-08	Run 25,005	100.00
2014-08-08	Run 25,003	119.01
2014-08-08	Run 25,021	230.00
2014-08-08	Run 25,037 Run 24,981	573.00
2014-08-08	Run 25,068	700.00
2014-08-08		
2014-08-08	Run 25,030	769.00
2014-08-08	Run 25,011	821.00
	Run 25,133	860.00
2014-08-08 2014-08-09	Run 25,222	939.00
	Run 25,131	88.08
2014-08-09	Run 25,206	531.00
2014-08-09	Run 25,168	573.00
2014-08-09	Run 25,226	597.00
2014-08-09	Run 25,160	669.00
2014-08-10	Run 25,217	105.50
2014-08-10	Run 25,337	207.00
2014-08-10	Run 25,277	415.01
2014-08-10	Run 25,216	561.00
2014-08-10	Run 25,307	621.00
2014-08-10	Run 25,324	759.00
2014-08-10	Run 25,321	771.00
2014-08-10	Run 25,305	783.00
2014-08-10	Run 25,339	855.00
2014-08-11	Run 25,398	133.80
2014-08-11	Run 25,341	573.00
2014-08-11	Run 26,107	757.00
2014-08-11	Run 25,389	778.90
2014-08-11	Run 25,464	783.00
2014-08-11	Run 25,401	819.00
2014-08-11	Run 25,346	915.00
2014-08-12	Run 25,506	73.34
2014-08-12	Run 25,532	124.20
2014-08-12	Run 25,505	125.00
2014-08-12	Run 25,468	537.00
2014-08-12	Run 25,552	561.00

2014-08-12	Run 25,462	843.00
2014-08-12	Run 25,495	881.00
2014-08-12	Run 25,714	20.00
2014-08-13	Run 25,698	87.66
2014-08-13	Run 26,108	125.48
2014-08-13	Run 25,704	358.30
2014-08-13	Run 25,660	597.00
2014-08-13	Run 25,650	621.00
2014-08-13	Run 25,713	771.00
2014-08-13		857.00
2014-08-13	Run 25,642 Run 25,727	71.19
2014-08-14	Run 25,727 Run 25,740	89.63
2014-08-14	Run 25,740 Run 25,788	
2014-08-14		<u> </u>
2014-08-14	Run 25,808	
	Run 25,734	104.74
2014-08-14	Run 25,842	149.71
2014-08-14	Run 25,686	226.03
2014-08-14	Run 25,827	573.00
2014-08-14	Run 25,844	597.00
2014-08-14	Run 25,774	597.00
2014-08-14	Run 25,785	597.00
2014-08-14	Run 26,394	633.00
2014-08-14	Run 25,810	819.00
2014-08-14	Run 25,737	1,049.00
2014-08-15	Run 25,832	30.00
2014-08-15	Run 25,919	61.26
2014-08-15	Run 25,893	100.00
2014-08-15	Run 25,831	100.00
2014-08-15	Run 25,957	119.40
2014-08-15	Run 25,871	316.78
2014-08-15	Run 25,863	544.42
2014-08-15	Run 25,837	549.00
2014-08-15	Run 25,929	561.00
2014-08-15	Run 25,845	609.00
2014-08-15	Run 25,873	795.00
2014-08-15	Run 25,920	869.00
2014-08-16	Run 26,431	140.00
2014-08-16	Run 26,439	150.00
2014-08-16	Run 26,306	160.00
2014-08-16	Run 26,025	561.00
2014-08-16	Run 26,048	561.00
2014-08-16	Run 26,018	585.00
2014-08-16	Run 26,008	635.00
2014-08-16	Run 26,033	793.00
2014-08-16	Run 26,053	797.00
2014-08-16	Run 26,047	869.00
2014-08-17	Run 26,090	17.70

2014-08-17	Run 26,106	50.00
2014-08-17	Run 26,118	50.00
2014-08-17	Run 26,121	84.79
2014-08-17	Run 26,121	150.00
2014-08-17	Run 26,151	150.00
2014-08-17	Run 26,093	300.00
2014-08-17	Run 26,093 Run 26,051	312.55
2014-08-17	Run 26,067	537.00
2014-08-17 2014-08-17	Run 26,073	649.00
	Run 26,149	769.00
2014-08-17	Run 26,113	833.00
2014-08-17	Run 26,044	1,048.00
2014-08-18	Run 26,240	72.33
2014-08-18	Run 26,292	83.22
2014-08-18	Run 26,243	100.00
2014-08-18	Run 26,263	119.40
2014-08-18	Run 26,278	125.00
2014-08-18	Run 26,270	250.00
2014-08-18	Run 26,154	573.00
2014-08-18	Run 26,233	757.00
2014-08-18	Run 26,300	831.00
2014-08-19	Run 26,367	20.00
2014-08-19	Run 26,349	72.33
2014-08-19	Run 26,309	93.53
2014-08-19	Run 26,360	100.00
2014-08-19	Run 26,386	120.13
2014-08-19	Run 26,377	150.00
2014-08-19	Run 26,403	150.00
2014-08-19	Run 26,303	161.80
2014-08-19	Run 26,362	745.00
2014-08-19	Run 26,337	783.00
2014-08-19	Run 26,379	795.00
2014-08-19	Run 26,418	807.00
2014-08-19	Run 26,331	829.00
2014-08-19	Run 26,352	915.00
2014-08-20	Run 26,443	121.07
2014-08-20	Run 26,446	125.00
2014-08-20	Run 26,412	297.28
2014-08-20	Run 26,463	398.36
2014-08-20	Run 26,464	455.36
2014-08-20	Run 26,457	561.00
2014-08-20	Run 26,409	573.00
2014-08-20	Run 26,517	585.00
2014-08-20	Run 26,492	637.00
2014-08-20	Run 26,451	709.00
2014-08-20	Run 26,516	709.00
2014-08-20	Run 26,518	733.00

2014-08-20	Run 26,497	771.00
2014-08-20	Run 26,497 Run 26,479	771.00
2014-08-20	Run 26,454	807.00
2014-08-20	Run 26,434	929.00
2014-08-20	Run 26,511	965.00
2014-08-20	Run 26,555	100.00
2014-08-21	Run 26,651	124.20
2014-08-21		
	Run 26,638	150.00 232.47
2014-08-21	Run 26,617	
2014-08-21	Run 26,612	300.00
2014-08-21	Run 26,645	404.79
2014-08-21	Run 26,524	549.00
2014-08-21	Run 26,525	561.00
2014-08-21	Run 26,633	585.00
2014-08-21	Run 26,596	621.00
2014-08-21	Run 26,650	621.00
2014-08-21	Run 26,600	747.00
2014-08-21	Run 26,562	857.00
2014-08-22	Run 26,714	84.50
2014-08-22	Run 26,662	89.09
2014-08-22	Run 26,673	89.80
2014-08-22	Run 26,754	157.30
2014-08-22	Run 26,679	250.00
2014-08-22	Run 26,680	275.00
2014-08-22	Run 26,687	549.00
2014-08-22	Run 27,311	561.00
2014-08-22	Run 26,723	633.00
2014-08-22	Run 26,642	649.62
2014-08-22	Run 26,694	745.00
2014-08-22	Run 26,763	759.00
2014-08-22	Run 26,641	809.00
2014-08-22	Run 26,683	817.00
2014-08-22	Run 26,648	819.00
2014-08-22	Run 26,695	853.00
2014-08-22	Run 26,750	879.00
2014-08-22	Run 26,758	891.00
2014-08-22	Run 26,697	917.00
2014-08-22	Run 26,766	917.00
2014-08-23	Run 26,773	50.00
2014-08-23	Run 26,832	50.00
2014-08-23	Run 26,951	88.94
2014-08-23	Run 26,801	100.00
2014-08-23	Run 26,824	100.00
2014-08-23	Run 26,765	102.40
2014-08-23	Run 26,730	124.17
2014-08-23	Run 26,828	168.60
2014-08-23	Run 26,834	250.00

2014-08-23	Run 26,893	524.20
2014-08-23	Run 26,947	585.00
2014-08-23	Run 26,805	635.00
2014-08-23	Run 26,802	669.00
2014-08-23	Run 26,825	719.00
2014-08-23	Run 26,810	759.00
2014-08-23	Run 26,841	765.00
2014-08-23	Run 26,857	783.00
2014-08-23	Run 26,843	783.00
2014-08-23	Run 26,949	795.00
2014-08-23	Run 26,877	917.00
2014-08-24	Run 26,881	75.63
2014-08-24	Run 26,957	79.49
2014-08-24	Run 26,934	89.12
2014-08-24	Run 26,938	92.52
2014-08-24	Run 26,895	93.38
2014-08-24	Run 26,972	125.00
2014-08-24	Run 26,894	126.82
2014-08-24	Run 26,913	150.00
2014-08-24	Run 26,845	156.60
2014-08-24	Run 26,909	250.00
2014-08-24	Run 26,981	534.00
2014-08-24	Run 26,961	561.00
2014-08-24	Run 26,836	609.00
2014-08-24	Run 26,922	709.42
2014-08-24	Run 26,946	795.00
2014-08-24	Run 26,868	797.00
2014-08-24	Run 26,879	845.00
2014-08-24	Run 26,944	1,057.00
2014-08-25	Run 27,157	20.00
2014-08-25	Run 26,975	50.00
2014-08-25	Run 27,099	119.40
2014-08-25	Run 27,105	125.00
2014-08-25	Run 27,068	150.00
2014-08-25	Run 27,071	150.00
2014-08-25	Run 27,070	200.00
2014-08-25	Run 26,988	346.70
2014-08-25	Run 27,011	347.09
2014-08-25	Run 27,005	467.54
2014-08-25	Run 26,998	697.00
2014-08-25	Run 27,043	747.00
2014-08-25	Run 26,967	757.00
2014-08-25	Run 27,022	771.00
2014-08-25	Run 27,041	783.00
2014-08-25	Run 27,034	807.00
2014-08-25	Run 26,973	807.00
2014-08-25	Run 27,052	879.00

2014-08-25	Run 27,023	881.00
2014-08-25	Run 27,196	1,073.00
2014-08-26	Run 27,173	50.00
2014-08-26	Run 27,141	79.50
2014-08-26	Run 27,231	83.22
2014-08-26	Run 27,133	85.65
2014-08-26	Run 27,208	87.08
2014-08-26	Run 27,127	93.67
2014-08-26	Run 27,108	94.96
2014-08-26	Run 27,143	124.20
2014-08-26	Run 27,147	150.00
2014-08-26	Run 27,165	150.00
2014-08-26	Run 27,221	150.00
2014-08-26	Run 27,149	250.00
2014-08-26	Run 27,177	250.00
2014-08-26	Run 27,137	230.00
2014-08-26	Run 27,137 Run 27,169	300.00
2014-08-20	Run 27,109	340.20
2014-08-26	Run 27,102 Run 27,174	353.60
2014-08-20	Run 27,174	425.74
2014-08-20	Run 27,190	
2014-08-20	Run 27,214	561.00 585.00
2014-08-20	Run 27,214	697.29
2014-08-20	Run 27,219	721.00
	Run 27,204 Run 27,146	721.00
2014-08-26 2014-08-26	Run 27,140 Run 27,170	771.00
2014-08-26		
2014-08-20	Run 27,227 Run 27,296	1,009.00 71.47
2014-08-27		103.27
2014-08-27	Run 27,351 Run 27,285	150.00
	Run 27,285 Run 27,287	
2014-08-27	Run 27,238	200.00 227.93
2014-08-27	,	
2014-08-27 2014-08-27	Run 27,286	250.00
	Run 27,274	428.12
2014-08-27 2014-08-27	Run 27,343	561.00
2014-08-27	Run 27,226	573.00
	Run 27,279	597.00
2014-08-27	Run 27,241	843.00
2014-08-27	Run 27,329	857.00
2014-08-27	Run 27,323	867.00
2014-08-27	Run 27,300	917.00
2014-08-27	Run 27,273	937.00
2014-08-28	Run 27,450	71.47
2014-08-28	Run 27,448	75.87
2014-08-28	Run 27,375	90.38
2014-08-28	Run 27,389	94.82
2014-08-28	Run 27,363	114.21

2014-08-28	Run 27,371	115.87
2014-08-28	Run 27,380	124.20
2014-08-28	Run 27,417	150.00
2014-08-28	Run 27,395	186.80
2014-08-28	Run 27,395	278.60
2014-08-28	Run 27,400 Run 27,400	391.53
2014-08-28	Run 27,367	531.76
2014-08-28	Run 27,434	537.00
2014-08-28 2014-08-28	Run 27,456	537.00
2014-08-28	Run 27,461	537.00
	Run 27,352	561.00
2014-08-28	Run 27,459	573.00
2014-08-28	Run 27,442	663.00
2014-08-28	Run 27,437	733.00
2014-08-28	Run 27,429	795.00
2014-08-28	Run 27,373	819.00
2014-08-28	Run 27,464	845.00
2014-08-28	Run 27,454	893.00
2014-08-28	Run 27,446	903.00
2014-08-28	Run 27,419	905.00
2014-08-28	Run 27,465	919.00
2014-08-29	Run 27,573	10.00
2014-08-29	Run 27,536	83.22
2014-08-29	Run 27,529	88.37
2014-08-29	Run 27,510	150.00
2014-08-29	Run 27,550	150.00
2014-08-29	Run 27,564	150.00
2014-08-29	Run 27,522	346.70
2014-08-29	Run 27,444	733.00
2014-08-29	Run 27,540	747.00
2014-08-29	Run 27,572	771.00
2014-08-29	Run 27,487	821.00
2014-08-29	Run 27,548	869.00
2014-08-29	Run 27,471	879.00
2014-08-29	Run 27,577	903.00
2014-08-29	Run 27,505	915.00
2014-08-30	Run 27,667	90.95
2014-08-30	Run 27,659	125.00
2014-08-30	Run 27,687	125.00
2014-08-30	Run 27,594	125.00
2014-08-30	Run 27,575	150.00
2014-08-30	Run 27,625	150.00
2014-08-30	Run 27,611	150.00
2014-08-30	Run 27,641	165.00
2014-08-30	Run 27,656	179.10
2014-08-30	Run 27,569	257.86
2014-08-30	Run 27,678	300.00

2014-08-30	Run 27,620	532.13
2014-08-30	Run 27,676	561.00
2014-08-30	Run 27,652	609.00
2014-08-30	Run 27,580	621.00
2014-08-30	Run 27,653	745.00
2014-08-30	Run 27,670	745.00
2014-08-30	Run 27,682	759.00
2014-08-30	Run 27,639	807.00
2014-08-30	Run 27,604	807.00
2014-08-30	Run 27,598	833.00
2014-08-30		855.00
2014-08-30	Run 27,627 Run 27,768	
2014-08-31	Run 27,766 Run 27,745	79.06
2014-08-31		83.79
	Run 27,704	88.23
2014-08-31	Run 27,734	90.38
2014-08-31 2014-08-31	Run 27,778	98.25
	Run 27,695	100.00
2014-08-31	Run 27,717	100.00
2014-08-31	Run 27,724	125.00
2014-08-31	Run 27,718	150.00
2014-08-31	Run 27,711	300.00
2014-08-31	Run 27,747	301.80
2014-08-31	Run 27,722	454.80
2014-08-31	Run 27,706	549.00
2014-08-31	Run 27,723	620.00
2014-08-31	Run 27,665	658.00
2014-08-31	Run 27,797	759.00
2014-08-31	Run 27,702	793.00
2014-08-31	Run 27,761	819.00
2014-08-31	Run 27,776	819.00
2014-08-31	Run 27,793	845.00
2014-08-31	Run 27,744	853.00
2014-08-31	Run 27,705	865.00
2014-08-31	Run 27,762	869.00
2014-08-31	Run 27,728	879.00
2014-08-31	Run 27,760	879.00
2014-08-31	Run 27,754	889.00
2014-09-01	Run 27,847	76.63
2014-09-01	Run 27,904	85.51
2014-09-01	Run 27,791	88.37
2014-09-01	Run 27,886	89.23
2014-09-01	Run 27,934	90.55
2014-09-01	Run 27,846	95.10
2014-09-01	Run 27,867	95.82
2014-09-01	Run 27,844	100.00
2014-09-01	Run 27,922	101.40
2014-09-01	Run 27,836	110.00

2014-09-01	Run 27,840	148.50
2014-09-01	Run 27,933	150.00
2014-09-01	Run 27,798	150.00
2014-09-01	Run 27,827	150.00
2014-09-01	Run 27,835	150.00
2014-09-01	Run 27,899	150.00
2014-09-01	Run 27,905	276.14
2014-09-01	Run 27,831	300.00
2014-09-01	Run 27,919	538.76
2014-09-01	Run 27,896	549.00
2014-09-01	Run 27,918	549.00
2014-09-01	Run 27,897	561.00
2014-09-01	Run 27,898	568.60
2014-09-01	Run 27,773	573.00
2014-09-01	Run 27,828	585.00
2014-09-01	Run 27,759	709.00
2014-09-01	Run 27,855	733.00
2014-09-01	Run 27,826	741.00
2014-09-01	Run 27,893	759.00
2014-09-01	Run 27,804	783.00
2014-09-01	Run 27,814	795.00
2014-09-01	Run 27,866	797.00
2014-09-01	Run 27,781	807.00
2014-09-01	Run 27,941	857.00
2014-09-01	Run 27,813	879.00
2014-09-02	Run 27,975	20.00
2014-09-02	Run 27,985	45.60
2014-09-02	Run 27,909	58.70
2014-09-02	Run 27,895	92.52
2014-09-02	Run 27,993	133.80
2014-09-02	Run 28,062	150.00
2014-09-02	Run 28,065	150.00
2014-09-02	Run 27,990	150.00
2014-09-02	Run 28,010	150.00
2014-09-02	Run 27,888	150.00
2014-09-02	Run 27,950	190.61
2014-09-02	Run 28,034	250.00
2014-09-02	Run 28,024	633.00
2014-09-02	Run 27,931	673.00
2014-09-02	Run 27,972	673.00
2014-09-02	Run 28,045	733.00
2014-09-02	Run 27,968	754.22
2014-09-02	Run 28,019	771.00
2014-09-02	Run 27,917	795.00
2014-09-02	Run 27,983	845.00
2014-09-03	Run 28,113	18.00
2014-09-03	Run 28,171	88.37

2014-09-03	Run 28,029	91.24
2014-09-03	Run 28,119	96.68
2014-09-03	Run 28,053	119.05
2014-09-03	Run 28,115	145.56
2014-09-03	Run 28,095	150.00
2014-09-03	Run 28,149	150.00
2014-09-03	Run 28,168	150.00
2014-09-03	Run 28,183	305.42
2014-09-03	Run 28,185	693.00
2014-09-03	Run 28,074	697.00
2014-09-03	Run 28,151	733.00
2014-09-03	Run 28,169	733.00
2014-09-03	Run 28,131	745.00
2014-09-03	Run 28,170	757.00
2014-09-03	Run 28,104	783.00
2014-09-03	Run 28,080	793.00
2014-09-03	Run 28,069	795.00
2014-09-03	Run 28,108	809.00
2014-09-03	Run 28,158	817.00
2014-09-04	Run 28,187	20.00
2014-09-04	Run 28,230	20.00
2014-09-04	Run 28,213	100.00
2014-09-04	Run 28,247	125.00
2014-09-04	Run 28,200	150.00
2014-09-04	Run 28,258	150.00
2014-09-04	Run 28,198	150.00
2014-09-04	Run 28,212	250.00
2014-09-04	Run 28,154	349.94
2014-09-04	Run 28,157	397.74
2014-09-04	Run 28,235	492.78
2014-09-04	Run 28,172	561.00
2014-09-04	Run 28,257	669.00
2014-09-04	Run 28,252	733.00
2014-09-04	Run 28,308	733.00
2014-09-04	Run 28,236	747.00
2014-09-04	Run 28,173	757.00
2014-09-04		759.00
2014-09-04	Run 28,294	759.00
2014-09-04	Run 28,270	778.56
2014-09-04	Run 28,287	781.00
2014-09-04	Run 28,253	783.00
2014-09-04	Run 28,226	795.00
2014-09-04	Run 28,159	813.00
2014-09-04	Run 28,176	857.00
2014-09-04	Run 28,304	869.00
2014-09-04	Run 28,256	869.00
2014-09-04	Run 28,266	879.00

2014-09-04	Run 28,290	903.00
2014-09-04	Run 28,174	910.00
2014-09-04	Run 28,234	929.00
2014-09-05	Run 28,392	20.00
2014-09-05	Run 28,367	84.22
2014-09-05	Run 28,383	85.94
2014-09-05	Run 28,326	88.94
2014-09-05	Run 28,335	94.10
2014-09-05	Run 28,312	100.00
2014-09-05	Run 28,345	100.00
2014-09-05	Run 28,377	100.00
2014-09-05	Run 28,321	125.00
2014-09-05	Run 28,277	150.00
2014-09-05	Run 28,314	150.00
2014-09-05	Run 28,356	150.00
2014-09-05	Run 28,389	150.00
2014-09-05	Run 28,330	375.10
2014-09-05	Run 28,388	391.70
2014-09-05	Run 28,352	523.00
2014-09-05	Run 28,273	549.00
2014-09-05	Run 28,350	559.00
2014-09-05	Run 28,409	573.00
2014-09-05	Run 28,353	597.00
2014-09-05	Run 28,378	637.00
2014-09-05	Run 28,351	709.00
2014-09-05	Run 28,325	745.00
2014-09-05	Run 28,423	745.00
2014-09-05	Run 28,410	747.00
2014-09-05	Run 28,342	757.00
2014-09-05	Run 28,334	769.00
2014-09-05	Run 28,408	771.00
2014-09-05	Run 28,373	833.00
2014-09-05	Run 28,291	1,013.00
2014-09-05	Run 28,414	1,049.00
2014-09-05	Run 28,355	1,073.00
2014-09-06	Run 28,526	89.80
2014-09-06	Run 28,459	90.00
2014-09-06	Run 28,438	100.00
2014-09-06	Run 28,451	100.00
2014-09-06	Run 28,490	141.00
2014-09-06	Run 28,492	150.00
2014-09-06	Run 28,455	150.00
2014-09-06	Run 28,508	152.60
2014-09-06	Run 28,493	264.75
2014-09-06	Run 28,497	537.00
2014-09-06	Run 28,444	558.36
2014-09-06	Run 28,417	697.00

2014-09-06	Run 28,536	759.00
2014-09-06	Run 28,447	739.00
2014-09-06	Run 28,474	771.00
2014-09-06	Run 28,520	771.00
2014-09-06	Run 28,419	783.00
2014-09-06	Run 28,501	805.00
2014-09-06	Run 28,470	
2014-09-06	Run 28,470 Run 28,471	809.00
	,	855.00
2014-09-06	Run 28,427	857.00
2014-09-06 2014-09-06	Run 28,434	874.00
	Run 28,499	877.00
2014-09-06	Run 28,430	879.00
2014-09-06	Run 28,529	917.00
2014-09-07	Run 28,532	14.36
2014-09-07	Run 28,623	84.79
2014-09-07	Run 28,550	91.24
2014-09-07	Run 28,544	125.00
2014-09-07	Run 28,551	150.00
2014-09-07	Run 28,572	150.00
2014-09-07	Run 28,581	150.00
2014-09-07	Run 28,644	150.00
2014-09-07	Run 28,574	160.00
2014-09-07	Run 28,545	250.00
2014-09-07	Run 28,518	304.15
2014-09-07	Run 28,585	585.00
2014-09-07	Run 28,638	585.00
2014-09-07	Run 28,516	623.00
2014-09-07	Run 28,542	721.00
2014-09-07	Run 33,644	733.00
2014-09-07	Run 28,605	759.00
2014-09-07	Run 28,619	795.00
2014-09-07	Run 28,515	807.00
2014-09-07	Run 28,588	821.00
2014-09-07	Run 28,576	821.00
2014-09-07	Run 28,607	831.00
2014-09-07	Run 28,591	893.00
2014-09-07	Run 28,632	929.00
2014-09-08	Run 28,695	88.08
2014-09-08	Run 28,662	88.80
2014-09-08	Run 28,750	95.68
2014-09-08	Run 28,663	100.54
2014-09-08	Run 28,725	150.00
2014-09-08	Run 28,701	247.92
2014-09-08	Run 28,670	250.00
2014-09-08	Run 28,714	288.57
2014-09-08	Run 28,665	425.74
2014-09-08	Run 28,705	573.00

2014-09-08	Run 28,613	585.00
2014-09-08	Run 28,743	585.00
2014-09-08	Run 28,757	585.00
2014-09-08	Run 28,703	597.00
2014-09-08	Run 28,616	
2014-09-08	Run 28,647	645.00 747.00
2014-09-08	Run 28,635	747.00
2014-09-08		759.00
	Run 28,717	
2014-09-08	Run 28,740	759.00
2014-09-08 2014-09-08	Run 28,698	771.00
	Run 28,628	807.00
2014-09-08	Run 28,620	825.00
2014-09-08	Run 28,653	845.00
2014-09-08	Run 28,672	845.00
2014-09-09	Run 28,861	75.34
2014-09-09	Run 28,797	86.08
2014-09-09	Run 28,762	95.24
2014-09-09	Run 28,806	100.00
2014-09-09	Run 28,775	150.00
2014-09-09	Run 28,818	150.00
2014-09-09	Run 28,794	150.00
2014-09-09	Run 28,810	151.80
2014-09-09	Run 28,863	537.00
2014-09-09	Run 28,768	549.00
2014-09-09	Run 28,815	597.00
2014-09-09	Run 28,738	621.00
2014-09-09	Run 28,777	627.00
2014-09-09	Run 28,831	740.39
2014-09-09	Run 28,820	759.00
2014-09-09	Run 28,834	759.00
2014-09-09	Run 28,793	771.00
2014-09-09	Run 28,849	807.00
2014-09-09	Run 28,852	819.00
2014-09-09	Run 28,829	821.00
2014-09-09	Run 28,835	821.00
2014-09-09	Run 28,847	821.00
2014-09-09	Run 28,837	831.00
2014-09-09	Run 28,770	881.00
2014-09-10	Run 28,879	20.00
2014-09-10	Run 28,916	75.34
2014-09-10	Run 28,854	85.36
2014-09-10	Run 28,965	89.23
2014-09-10	Run 28,953	89.95
2014-09-10	Run 28,928	92.52
2014-09-10	Run 28,867	100.00
2014-09-10	Run 28,884	100.00
2014-09-10	Run 29,044	104.58

2014-09-10	Run 28,899	119.40
2014-09-10	Run 28,902	150.00
2014-09-10	Run 28,923	150.00
2014-09-10	Run 28,878	480.11
2014-09-10	Run 28,891	537.00
2014-09-10	Run 29,022	549.00
2014-09-10	Run 28,963	573.00
2014-09-10	Run 28,885	573.00
2014-09-10	Run 28,865	609.00
2014-09-10	Run 28,980	633.00
2014-09-10	Run 28,897	671.00
2014-09-10	Run 28,999	709.00
2014-09-10	Run 28,981	709.00
2014-09-10		721.00
2014-09-10	Run 28,957	
	Run 28,959	855.00
2014-09-10 2014-09-10	Run 28,839	855.00
	Run 28,882	867.00
2014-09-10 2014-09-10	Run 28,964	869.00
	Run 28,979	874.04
2014-09-10	Run 28,950	879.00
2014-09-10	Run 28,958	891.00
2014-09-11	Run 29,067	83.50
2014-09-11	Run 29,094	87.23
2014-09-11	Run 29,095	102.40
2014-09-11	Run 29,059	125.00
2014-09-11	Run 29,032	150.00
2014-09-11	Run 29,056	250.00
2014-09-11	Run 29,109	250.00
2014-09-11	Run 29,082	300.00
2014-09-11	Run 28,978	305.90
2014-09-11	Run 28,989	376.60
2014-09-11	Run 29,050	549.00
2014-09-11	Run 29,090	555.53
2014-09-11	Run 29,111	573.00
2014-09-11	Run 28,974	585.00
2014-09-11	Run 28,973	633.00
2014-09-11	Run 29,146	657.00
2014-09-11	Run 29,049	759.00
2014-09-11	Run 29,005	807.00
2014-09-11	Run 29,057	819.00
2014-09-11	Run 29,060	831.00
2014-09-11	Run 29,036	843.00
2014-09-11	Run 29,145	857.00
2014-09-11	Run 29,035	857.00
2014-09-11	Run 29,075	929.00
2014-09-11	Run 29,110	989.00
2014-09-12	Run 29,169	18.19

2014-09-12	Run 29,195	20.00
2014-09-12	Run 29,244	75.77
2014-09-12	Run 29,184	100.00
2014-09-12	Run 29,218	106.10
2014-09-12	Run 29,155	118.20
2014-09-12	Run 29,251	150.00
2014-09-12	Run 29,254	150.00
2014-09-12	Run 29,199	154.20
2014-09-12	Run 29,200	163.57
2014-09-12	Run 29,188	250.00
2014-09-12	Run 29,227	250.00
2014-09-12	Run 29,183	251.80
2014-09-12	Run 29,181	300.00
2014-09-12	Run 29,165	456.19
2014-09-12	Run 29,274	549.00
2014-09-12	Run 29,284	573.00
2014-09-12		585.00
2014-09-12		591.00
2014-09-12		597.00
2014-09-12	Run 29,278	649.00
2014-09-12	Run 29,192	664.00
2014-09-12	Run 29,297	747.00
2014-09-12	Run 29,154	757.00
2014-09-12	Run 29,281	759.00
2014-09-12	Run 29,253	759.00
2014-09-12	Run 29,246	809.00
2014-09-12	Run 29,141	843.00
2014-09-12	Run 29,124	893.00
2014-09-12	Run 29,123	903.00
2014-09-12	Run 29,202	965.00
2014-09-13	Run 29,359	70.19
2014-09-13	Run 29,261	78.78
2014-09-13	Run 29,310	89.66
2014-09-13	Run 29,390	91.24
2014-09-13	Run 29,322	99.11
2014-09-13	Run 29,280	
2014-09-13	Run 29,314	100.00
2014-09-13	Run 29,357	103.69
2014-09-13	Run 29,307	150.00
2014-09-13	Run 29,328	150.00
2014-09-13	Run 29,400	150.00
2014-09-13	Run 29,353	150.00
2014-09-13	Run 29,370	193.46
2014-09-13	Run 29,329	549.00
2014-09-13	Run 29,272	615.00
2014-09-13	Run 29,301	674.00
2014-09-13	Run 29,327	697.00

0011.00.10	Due 00 044	700.00
2014-09-13	Run 29,311	709.00
2014-09-13	Run 29,378	721.00
2014-09-13	Run 29,362	733.00
2014-09-13	Run 29,401	769.00
2014-09-13	Run 29,379	777.00
2014-09-13	Run 29,361	807.00
2014-09-13	Run 29,352	817.00
2014-09-13	Run 29,354	821.00
2014-09-13	Run 29,364	855.00
2014-09-13	Run 29,387	879.00
2014-09-14	Run 29,384	24.65
2014-09-14	Run 29,436	76.77
2014-09-14	Run 29,450	83.36
2014-09-14	Run 29,453	86.08
2014-09-14	Run 29,411	99.11
2014-09-14	Run 29,437	100.00
2014-09-14	Run 29,449	101.69
2014-09-14	Run 29,463	119.40
2014-09-14	Run 29,464	125.00
2014-09-14	Run 29,403	140.00
2014-09-14	Run 29,439	150.00
2014-09-14	Run 29,381	150.00
2014-09-14	Run 29,388	150.00
2014-09-14	Run 29,408	250.00
2014-09-14	Run 29,482	549.00
2014-09-14	Run 29,466	573.00
2014-09-14	Run 29,412	585.00
2014-09-14	Run 29,402	591.00
2014-09-14	Run 29,397	751.00
2014-09-14	Run 29,434	759.00
2014-09-14	Run 29,394	797.00
2014-09-14	Run 29,446	819.00
2014-09-14	Run 29,419	843.00
2014-09-14	Run 29,445	898.00
2014-09-14	Run 29,406	941.00
2014-09-15	Run 29,538	85.22
2014-09-15	Run 29,544	86.37
2014-09-15	Run 29,479	87.51
2014-09-15	Run 29,610	150.00
2014-09-15	Run 29,580	250.00
2014-09-15	Run 29,571	356.38
2014-09-15	Run 29,572	561.00
2014-09-15	Run 29,456	573.00
2014-09-15	Run 29,611	597.00
2014-09-15	Run 29,541	615.09
2014-09-15	Run 29,558	707.00
2014-09-15	Run 29,573	750.15

2014-09-15	Run 29,507	759.00
2014-09-15	Run 29,581	759.00
2014-09-15	Run 29,501	783.00
2014-09-15	Run 29,536	783.00
2014-09-15	Run 29,535	833.00
2014-09-15	Run 29,546	855.00
2014-09-15	Run 29,618	855.00
2014-09-15	Run 29,628	865.00
2014-09-15	Run 29,560	869.00
2014-09-15	Run 29,630	879.00
2014-09-16	Run 29,624	83.65
2014-09-16	Run 29,659	85.51
2014-09-16	Run 29,625	85.69
2014-09-16	Run 29,625	
2014-09-16		86.51
	Run 29,658	88.51
2014-09-16 2014-09-16	Run 29,646 Run 29,736	110.00
		125.00
2014-09-16 2014-09-16	Run 29,660	150.00 156.20
	Run 29,678	
2014-09-16	Run 29,598	561.00
2014-09-16	Run 29,738	561.00
2014-09-16	Run 29,648	637.00
2014-09-16	Run 29,600	669.00
2014-09-16	Run 29,716	669.00
2014-09-16	Run 29,641	721.00
2014-09-16	Run 29,672	747.00
2014-09-16	Run 29,727	771.00
2014-09-16	Run 29,726	821.00
2014-09-16	Run 29,711	831.00
2014-09-16	Run 29,718	833.00
2014-09-16	Run 29,706	845.00
2014-09-16	Run 29,701	857.00
2014-09-16	Run 29,741	869.00
2014-09-16	Run 29,710	881.00
2014-09-17	Run 29,795	70.19
2014-09-17	Run 29,824	
2014-09-17	Run 29,806	88.23
2014-09-17	Run 29,862	88.23
2014-09-17	Run 29,722	91.81
2014-09-17	Run 29,850	100.00
2014-09-17	Run 29,737	100.00
2014-09-17	Run 29,775	150.00
2014-09-17	Run 29,776	150.00
2014-09-17	Run 29,792	150.00
2014-09-17	Run 29,801	150.00
2014-09-17	Run 29,743	150.00
2014-09-17	Run 29,884	250.00

2014-09-17	Run 29,761	250.00
2014-09-17	Run 29,810	322.80
2014-09-17	Run 29,820	585.00
2014-09-17	Run 29,729	597.00
2014-09-17	Run 29,729	597.00
2014-09-17 2014-09-17	Run 29,825	597.00
2014-09-17 2014-09-17	Run 29,742	669.00
2014-09-17 2014-09-17	Run 29,804	709.00
2014-09-17 2014-09-17	Run 29,803	733.00
2014-09-17 2014-09-17	Run 29,813	733.00 745.00
2014-09-17	Run 29,798 Run 29,857	743.00
2014-09-17	Run 29,007 Run 29,971	
2014-09-17	Run 29,971 Run 29,773	771.00 783.00
2014-09-17	Run 29,860	783.00
2014-09-17 2014-09-17	Run 29,833 Run 29,794	<u> </u>
2014-09-17	Run 29,794 Run 29,771	
2014-09-17 2014-09-17		843.00
2014-09-17 2014-09-17	Run 29,846 Run 29,765	843.00 845.00
2014-09-17 2014-09-17	Run 29,765 Run 29,772	
2014-09-17 2014-09-17	Run 29,772 Run 29,769	855.00 975.00
2014-09-17 2014-09-17	Run 29,769 Run 29,843	975.00
2014-09-17 2014-09-17	Run 29,858	1,025.00
2014-09-17	Run 29,000 Run 29,942	1,025.00
2014-09-17	Run 29,942 Run 29,892	139.40
2014-09-18	Run 29,897	150.00
2014-09-18	Run 29,916	150.00
2014-09-18	Run 29,874	150.00
2014-09-18	Run 29,901	200.00
2014-09-18	Run 29,919	250.00
2014-09-18	Run 29,831	250.00
2014-09-18	Run 29,880	537.00
2014-09-18	Run 29,865	549.00
2014-09-18	Run 29,878	561.00
2014-09-18	Run 29,830	573.00
2014-09-18	Run 29,877	585.00
2014-09-18	Run 29,924	609.00
2014-09-18	Run 29,889	709.00
2014-09-18	Run 29,852	747.00
2014-09-18	Run 29,945	771.00
2014-09-18	Run 29,914	843.00
2014-09-10	Run 30,054	74.48
2014-09-19	Run 29,993	85.65
2014-09-19	Run 29,980	89.37
2014-09-19	Run 30,055	92.24
2014-09-19	Run 30,033	98.97
2014-09-19	1.01.00,070	90.97

2014-09-19	Run 30,322	119.40
2014-09-19	Run 30,068	125.00
2014-09-19	Run 30,008	125.00
2014-09-19	Run 30,026	150.00
2014-09-19	Run 30,000	161.40
2014-09-19	Run 29,933	176.20
2014-09-19	Run 29,933 Run 29,982	332.18
2014-09-19		
2014-09-19	Run 30,040	526.13
2014-09-19	Run 30,092 Run 29,979	537.00 581.76
2014-09-19		
2014-09-19	Run 30,067	585.00
	Run 30,022	597.00
2014-09-19	Run 30,000	609.00
2014-09-19	Run 30,001	645.00
2014-09-19	Run 29,975	656.13
2014-09-19	Run 30,325	705.00
2014-09-19	Run 29,948	747.00
2014-09-19	Run 30,008	819.00
2014-09-19	Run 29,986	833.00
2014-09-19	Run 30,012	833.00
2014-09-19	Run 30,018	845.00
2014-09-20	Run 30,075	84.79
2014-09-20	Run 30,107	88.08
2014-09-20	Run 30,134	93.96
2014-09-20	Run 30,128	94.41
2014-09-20	Run 30,211	96.39
2014-09-20	Run 30,118	99.40
2014-09-20	Run 30,162	150.00
2014-09-20	Run 30,169	150.00
2014-09-20	Run 30,147	195.00
2014-09-20	Run 30,044	283.46
2014-09-20	Run 30,085	523.00
2014-09-20	Run 30,099	549.00
2014-09-20	Run 30,148	549.00
2014-09-20	Run 30,066	561.00
2014-09-20	Run 30,156	573.00
2014-09-20	Run 30,081	633.00
2014-09-20	Run 30,196	657.00
2014-09-20	Run 30,113	669.00
2014-09-20	Run 30,112	733.00
2014-09-20	Run 30,190	747.00
2014-09-20	Run 30,198	771.00
2014-09-20	Run 30,175	781.00
2014-09-20	Run 30,106	783.00
2014-09-20	Run 30,140	783.00
2014-09-20	Run 30,035	819.00
2014-09-20	Run 30,138	819.00

2014-09-20	Run 30,034	821.00
2014-09-20	Run 30,212	821.00
2014-09-20	Run 30,079	857.00
2014-09-20	Run 30,205	867.00
2014-09-20	Run 30,105	879.00
2014-09-20	Run 30,158	881.00
2014-09-20	Run 30,171	917.00
2014-09-20	Run 30,248	17.93
2014-09-21	Run 30,248	20.00
2014-09-21	Run 30,170	73.77
2014-09-21	Run 30,240	75.00
2014-09-21	Run 30,240	84.50
2014-09-21	Run 30,220	90.38
2014-09-21	Run 30,163	96.53
2014-09-21	Run 30,163	90.33
2014-09-21		
2014-09-21	Run 30,183 Run 30,219	145.80 150.00
2014-09-21		
	Run 30,227	150.00
2014-09-21	Run 30,315	150.00
2014-09-21	Run 30,228	150.00
2014-09-21	Run 30,237	150.00
2014-09-21 2014-09-21	Run 30,232	150.00
	Run 30,165	250.00
2014-09-21	Run 30,172	561.00
2014-09-21	Run 30,270	573.00
2014-09-21	Run 30,291	573.00
2014-09-21	Run 30,215	573.00
2014-09-21	Run 30,217	721.00
2014-09-21	Run 30,203	783.00
2014-09-21	Run 30,274	821.00
2014-09-21	Run 30,201	855.00
2014-09-21	Run 30,224	951.00
2014-09-22	Run 30,338	9.89
2014-09-22	Run 30,380	50.00
2014-09-22	Run 30,282	70.47
2014-09-22	Run 30,339	75.00
2014-09-22	Run 30,387	250.00
2014-09-22	Run 30,393	250.00
2014-09-22	Run 30,435	549.00
2014-09-22	Run 30,407	573.00
2014-09-22	Run 30,436	621.00
2014-09-22	Run 30,279	745.00
2014-09-22	Run 30,319	747.15
2014-09-22	Run 30,353	783.00
2014-09-22	Run 30,399	783.00
2014-09-22	Run 30,408	795.00
2014-09-22	Run 30,359	821.00

2014-09-22	Run 30,305	831.00
2014-09-22	Run 30,431	833.00
2014-09-22	Run 30,350	843.00
2014-09-22	Run 30,437	853.00
2014-09-22	Run 30,388	857.00
2014-09-22	Run 30,348	857.00
2014-09-22	Run 30,346	893.00
2014-09-22	Run 30,330	929.00
2014-09-22	Run 30,432 Run 30,400	929.00
2014-09-22	Run 30,400 Run 30,412	1,051.15
2014-09-22	Run 30,412 Run 30,489	59.64
2014-09-23		89.37
	Run 30,420	
2014-09-23	Run 30,474	96.25
2014-09-23	Run 30,444	119.40
2014-09-23	Run 30,448	140.00
2014-09-23	Run 30,497	150.00
2014-09-23	Run 30,445	150.00
2014-09-23	Run 30,465	250.00
2014-09-23	Run 30,488	250.00
2014-09-23	Run 30,499	404.31
2014-09-23	Run 30,514	441.53
2014-09-23	Run 30,773	573.00
2014-09-23	Run 30,532	733.00
2014-09-23	Run 30,455	745.00
2014-09-23	Run 30,516	759.00
2014-09-23	Run 30,485	771.00
2014-09-23	Run 30,446	797.00
2014-09-23	Run 30,519	807.00
2014-09-23	Run 30,775	855.00
2014-09-23	Run 30,454	867.00
2014-09-24	Run 30,661	83.65
2014-09-24	Run 30,622	84.79
2014-09-24	Run 30,611	95.24
2014-09-24	Run 30,620	96.82
2014-09-24	Run 30,549	100.00
2014-09-24	Run 30,561	125.00
2014-09-24	Run 30,660	136.20
2014-09-24	Run 30,659	145.56
2014-09-24	Run 30,556	150.00
2014-09-24	Run 30,548	300.00
2014-09-24	Run 30,591	459.62
2014-09-24	Run 30,666	573.00
2014-09-24	Run 30,563	717.00
2014-09-24	Run 30,600	783.00
2014-09-24	Run 30,598	795.00
2014-09-24	Run 30,634	843.00
2014-09-24	Run 30,528	963.00

2014-09-25	Run 30,711	58.55
2014-09-25	Run 30,716	74.05
2014-09-25	Run 30,739	74.03
2014-09-25	Run 31,197	84.65
2014-09-25	Run 30,657	86.94
2014-09-25	Run 30,651	87.80
2014-09-25	Run 30,636	
		88.08
2014-09-25 2014-09-25	Run 30,733	90.23 97.11
2014-09-25	Run 31,198 Run 30,686	
2014-09-25		110.00
2014-09-25	Run 30,769	134.57
	Run 30,662	150.00
2014-09-25	Run 30,696	150.00
2014-09-25	Run 30,766	150.00
2014-09-25	Run 30,639	239.96
2014-09-25	Run 30,695	250.00
2014-09-25	Run 30,665	537.00
2014-09-25	Run 30,754	757.00
2014-09-25	Run 30,671	771.00
2014-09-25	Run 30,670	781.00
2014-09-25	Run 30,778	795.00
2014-09-25	Run 31,196	805.00
2014-09-25	Run 30,740	819.00
2014-09-25	Run 30,721	829.00
2014-09-25	Run 30,673	905.00
2014-09-26	Run 30,827	100.00
2014-09-26	Run 30,762	100.00
2014-09-26	Run 30,837	110.00
2014-09-26	Run 30,872	125.00
2014-09-26	Run 30,784	142.41
2014-09-26	Run 30,785	150.00
2014-09-26	Run 30,805	150.00
2014-09-26	Run 30,824	150.00
2014-09-26	Run 30,770	150.00
2014-09-26	Run 30,883	250.00
2014-09-26	Run 30,884	426.65
2014-09-26	Run 30,847	537.00
2014-09-26	Run 30,854	549.00
2014-09-26	Run 30,748	573.00
2014-09-26	Run 30,856	581.16
2014-09-26	Run 30,878	585.00
2014-09-26	Run 30,851	597.00
2014-09-26	Run 30,877	656.20
2014-09-26	Run 30,882	709.00
2014-09-26	Run 30,793	781.00
2014-09-26	Run 30,859	797.00
2014-09-26	Run 30,829	797.00

2014-09-26	Run 30,802	877.00
2014-09-26	Run 30,852	999.00
2014-09-27	Run 30,955	17.56
2014-09-27	Run 30,912	50.00
2014-09-27	Run 30,939	82.07
2014-09-27	Run 30,987	125.00
2014-09-27	Run 31,005	150.00
2014-09-27	Run 31,008	150.00
2014-09-27	Run 30,973	150.00
2014-09-27	Run 30,988	150.00
2014-09-27	Run 30,999	150.00
2014-09-27	Run 30,964	549.00
2014-09-27	Run 30,991	549.00
2014-09-27	Run 30,942	549.00
2014-09-27	Run 30,965	558.36
2014-09-27	Run 30,934	561.00
2014-09-27	Run 30,937	573.00
2014-09-27	Run 30,943	585.00
2014-09-27	Run 30,931	621.00
2014-09-27	Run 30,986	633.00
2014-09-27	Run 30,918	689.90
2014-09-27	Run 31,006	709.00
2014-09-27	Run 30,922	795.00
2014-09-27	Run 30,957	807.00
2014-09-27	Run 30,902	831.00
2014-09-27	Run 30,910	833.00
2014-09-27	Run 32,948	862.81
2014-09-27	Run 30,985	881.00
2014-09-27	Run 30,914	1,001.00
2014-09-28	Run 31,058	35.69
2014-09-28	Run 31,076	90.81
2014-09-28	Run 31,014	150.00
2014-09-28	Run 31,048	150.00
2014-09-28	Run 31,011	197.80
2014-09-28	Run 31,075	523.96
2014-09-28	Run 30,995	537.00
2014-09-28	Run 31,039	685.00
2014-09-28	Run 31,032	783.00
2014-09-28	Run 31,084	793.00
2014-09-28	Run 31,034	819.00
2014-09-28	Run 30,974	833.00
2014-09-28	Run 31,065	1,025.00
2014-09-28	Run 31,003	1,073.00
2014-09-29	Run 31,176	20.00
2014-09-29	Run 31,082	73.19
2014-09-29	Run 31,100	75.05
2014-09-29	Run 31,151	85.94

2014-09-29	Run 31,104	125.00
2014-09-29	Run 31,181	130.20
2014-09-29	Run 31,126	150.00
2014-09-29	Run 31,143	150.00
2014-09-29	Run 31,146	150.00
2014-09-29	Run 31,112	351.70
2014-09-29	Run 31,091	537.00
2014-09-29	Run 31,091	537.00
	Run 31,078	
2014-09-29 2014-09-29		537.00
	Run 31,224	561.00
2014-09-29	Run 31,138	669.00
2014-09-29	Run 31,186	673.00
2014-09-29	Run 31,153	783.00
2014-09-29	Run 31,182	831.00
2014-09-29	Run 31,157	843.00
2014-09-29	Run 31,079	855.00
2014-09-30	Run 31,323	72.91
2014-09-30	Run 31,276	89.52
2014-09-30	Run 31,301	93.96
2014-09-30	Run 31,238	150.00
2014-09-30	Run 31,260	150.00
2014-09-30	Run 31,280	150.00
2014-09-30	Run 31,284	150.00
2014-09-30	Run 31,296	150.00
2014-09-30	Run 31,314	150.00
2014-09-30	Run 31,309	150.00
2014-09-30	Run 31,225	168.60
2014-09-30	Run 31,321	561.00
2014-09-30	Run 31,334	667.00
2014-09-30	Run 31,221	709.00
2014-09-30	Run 31,287	733.00
2014-09-30	Run 31,333	783.00
2014-09-30	Run 31,232	809.00
2014-09-30	Run 31,288	809.00
2014-09-30	Run 31,217	809.00
2014-09-30	Run 31.229	819.00
2014-09-30	Run 31,328	819.00
2014-09-30	Run 31,242	821.00
2014-09-30	Run 31,252	845.00
2014-09-30	Run 31,303	845.00
2014-09-30	Run 31,302	929.00
2014-09-30	Run 31,271	999.00
2014-09-30	Run 31,416	53.70
2014-10-01	Run 31,368	91.38
2014-10-01	Run 31,356	94.24
2014-10-01	Run 31,311	
2014-10-01	Run 31,311 Run 31,331	107.13 110.28
2014-10-01	Run 31,331	110.28

2014-10-01	Run 31,369	125.00
2014-10-01	Run 31,349	150.00
2014-10-01	Run 31,336	328.30
2014-10-01	Run 31,389	567.00
2014-10-01	Run 31,381	609.00
2014-10-01	Run 31,415	621.00
2014-10-01	Run 31,431	661.00
2014-10-01	Run 31,383	697.00
2014-10-01	Run 31,420	721.00
2014-10-01	Run 31,375	819.00
2014-10-01	Run 31,392	831.00
2014-10-01	Run 31,422	831.00
2014-10-02	Run 32,097	90.66
2014-10-02	Run 31,450	92.09
2014-10-02	Run 31,456	102.55
2014-10-02	Run 31,526	250.00
2014-10-02	Run 31,510	537.00
2014-10-02	Run 31,503	549.00
2014-10-02	Run 31,459	573.00
2014-10-02	Run 31,493	585.00
2014-10-02	Run 31,489	609.00
2014-10-02	Run 31,516	611.00
2014-10-02	Run 31,464	759.00
2014-10-02	Run 31,465	807.00
2014-10-02	Run 31,540	819.00
2014-10-02	Run 31,448	833.00
2014-10-02	Run 31,410	843.00
2014-10-02	Run 31,429	869.00
2014-10-02	Run 31,522	941.00
2014-10-03	Run 31,602	20.00
2014-10-03	Run 31,570	90.52
2014-10-03	Run 31,605	125.00
2014-10-03	Run 31,636	250.00
2014-10-03	Run 31,562	300.00
2014-10-03	Run 31,590	537.00
2014-10-03	Run 31,517	537.00
2014-10-03	Run 31,587	549.00
2014-10-03	Run 31,597	585.00
2014-10-03	Run 31,555	609.00
2014-10-03	Run 31,604	609.00
2014-10-03	Run 31,573	721.00
2014-10-03	Run 31,595	733.00
2014-10-03	Run 31,659	747.00
2014-10-03	Run 31,621	795.00
2014-10-03	Run 31,576	833.00
2014-10-03	Run 31,580	857.00
2014-10-04	Run 31,733	92.24

2014-10-04	Run 31,643	92.67
2014-10-04	Run 31,672	95.82
2014-10-04	Run 31,744	100.00
2014-10-04	Run 31,716	150.00
2014-10-04	Run 31,850	150.00
2014-10-04	Run 31,629	150.00
2014-10-04	Run 31,691	150.00
2014-10-04	Run 31,650	213.13
2014-10-04	Run 31,738	213.13
2014-10-04	Run 31,715	242.47
2014-10-04	Run 31,751	250.00
2014-10-04		531.00
2014-10-04	Run 31,675 Run 31,747	
		537.00
2014-10-04	Run 31,624	549.00
2014-10-04	Run 31,631	561.00
2014-10-04	Run 31,697	561.00
2014-10-04	Run 31,709	573.00
2014-10-04	Run 31,684	597.00
2014-10-04	Run 31,695	609.00
2014-10-04	Run 31,657	697.00
2014-10-04	Run 31,651	771.00
2014-10-04	Run 31,754	797.00
2014-10-04	Run 31,725	807.00
2014-10-04	Run 31,740	845.00
2014-10-04	Run 31,653	905.00
2014-10-04	Run 31,681	953.00
2014-10-05	Run 31,781	50.00
2014-10-05	Run 31,943	75.00
2014-10-05	Run 31,791	82.64
2014-10-05	Run 31,742	88.08
2014-10-05	Run 31,766	90.09
2014-10-05	Run 31,854	92.67
2014-10-05	Run 31,735	101.12
2014-10-05	Run 33,948	150.00
2014-10-05	Run 31,840	377.14
2014-10-05	Run 31,779	537.00
2014-10-05	Run 31,768	561.00
2014-10-05	Run 31,796	561.00
2014-10-05	Run 31,826	573.00
2014-10-05	Run 31,774	585.00
2014-10-05	Run 31,794	621.00
2014-10-05	Run 31,730	669.00
2014-10-05	Run 31,809	709.00
2014-10-05	Run 31,806	783.00
2014-10-05	Run 31,795	807.00
2014-10-05	Run 31,799	819.00
2014-10-05	Run 31,940	881.00

2014-10-05	Run 31,810	953.00
2014-10-05	Run 31,760	973.00
2014-10-06	Run 31,868	15.87
2014-10-06	Run 31,873	88.08
2014-10-06	Run 31,892	88.23
2014-10-06	Run 31,846	150.00
2014-10-06	Run 32,013	150.00
2014-10-06	Run 31,911	430.58
2014-10-06	Run 31,823	537.00
2014-10-06	Run 31,864	537.00
2014-10-06	Run 31,954	573.00
2014-10-06	Run 31,863	596.00
2014-10-06	Run 31,920	609.00
2014-10-06	Run 31,950	609.00
2014-10-06	Run 31,862	635.00
2014-10-06	Run 31,883	681.00
2014-10-06	Run 31,877	705.00
2014-10-06	Run 31,879	700.00
2014-10-06	Run 31,882	759.00
2014-10-06	Run 31,953	755.00
2014-10-00	Run 31,933	703.00
2014-10-00	Run 31,923	771.00
2014-10-00	Run 31,829	801.00
2014-10-00	Run 31,874	879.00
2014-10-00	Run 31,925	905.00
2014-10-00	Run 31,986	77.06
2014-10-07	Run 31,983	88.08
2014-10-07	Run 32,060	89.52
2014-10-07	Run 32,000	150.00
2014-10-07	Run 32,029	150.00
2014-10-07	Run 32,059	150.00
2014-10-07	Run 32,000	220.66
2014-10-07	Run 31,974	250.00
2014-10-07	Run 32,051	427.28
2014-10-07	Run 32,036	611.00
2014-10-07	Run 32,039	658.00
2014-10-07	Run 32,007	733.00
2014-10-07	Run 32,007	769.00
2014-10-07	Run 31,975	705.00
2014-10-07	Run 31,994	808.15
2014-10-07	Run 32,078	809.00
2014-10-07	Run 31,973	813.00
2014-10-07	Run 32,043	819.00
2014-10-07	Run 32,043	831.00
2014-10-07	Run 32,098	953.00
2014-10-07	Run 32,203	20.00
2014-10-08	Run 32,203	20.00
2014-10-00	1.01	20.09

2014-10-08	Run 32,200	73.05
2014-10-08	Run 32,200	89.52
2014-10-08	Run 32,128	100.00
2014-10-08	Run 32,120	110.28
2014-10-08	Run 32,174	125.00
2014-10-08	Run 32,174	150.00
2014-10-08	Run 32,090	150.00
2014-10-08	Run 32,090	150.00
2014-10-08	Run 32,070 Run 32,186	366.06
2014-10-08		416.06
2014-10-08	Run 32,151	
	Run 32,154	523.00
2014-10-08	Run 32,102	608.76
2014-10-08	Run 32,068	621.00
2014-10-08	Run 32,247	745.00
2014-10-08	Run 32,103	759.00
2014-10-08	Run 32,158	781.00
2014-10-08	Run 32,062	783.00
2014-10-08	Run 32,173	831.00
2014-10-08	Run 32,177	833.00
2014-10-08	Run 32,119	867.00
2014-10-08	Run 32,101	893.00
2014-10-08	Run 32,080	949.00
2014-10-08	Run 32,121	987.00
2014-10-08	Run 32,206	999.00
2014-10-08	Run 32,147	1,018.00
2014-10-09	Run 32,181	50.00
2014-10-09	Run 32,218	89.46
2014-10-09	Run 32,258	200.00
2014-10-09	Run 32,182	250.00
2014-10-09	Run 32,230	300.00
2014-10-09	Run 32,207	573.00
2014-10-09	Run 32,267	573.00
2014-10-09	Run 32,248	621.00
2014-10-09	Run 32,270	659.00
2014-10-09	Run 32,286	673.00
2014-10-09	Run 32,232	757.00
2014-10-09	Run 32,197	781.00
2014-10-09	Run 32,292	807.00
2014-10-09	Run 32,334	807.00
2014-10-09	Run 32,308	893.00
2014-10-09	Run 32,262	989.00
2014-10-09	Run 32,274	1,073.00
2014-10-09	Run 32,299	1,313.00
2014-10-10	Run 32,363	20.00
2014-10-10	Run 32,369	73.34
2014-10-10	Run 32,327	75.63
2014-10-10	Run 32,399	87.23

2014-10-10	Run 32,371	125.00
2014-10-10	Run 32,438	125.00
2014-10-10	Run 32,386	150.00
2014-10-10	Run 32,430	150.00
2014-10-10	Run 32,465	150.00
2014-10-10	Run 32,401	153.80
2014-10-10	Run 32,313	597.00
2014-10-10	Run 32,319	609.00
2014-10-10	Run 32,328	621.00
2014-10-10	Run 32,365	657.00
2014-10-10	Run 32,420	795.00
2014-10-10	Run 32,421	797.00
2014-10-10	Run 32,457	809.00
2014-10-10	Run 32,325	819.00
2014-10-10	Run 32,382	819.00
2014-10-10	Run 32,423	845.00
2014-10-10	Run 32,458	865.00
2014-10-10	Run 32,410	893.00
2014-10-10	Run 32,512	70.19
2014-10-11	Run 32,462	85.22
2014-10-11	Run 32,599	85.22
2014-10-11	Run 32,521	88.94
2014-10-11	Run 32,587	93.96
2014-10-11	Run 32,454	100.00
2014-10-11	Run 32,533	125.00
2014-10-11	Run 32,479	125.00
2014-10-11	Run 32,577	150.00
2014-10-11	Run 32,570	156.60
2014-10-11	Run 32,506	250.00
2014-10-11	Run 32,572	254.20
2014-10-11	Run 32,568	300.00
2014-10-11	Run 32,498	496.00
2014-10-11	Run 32,707	549.00
2014-10-11	Run 32,523	561.00
2014-10-11	Run 32,535	561.00
2014-10-11	Run 32,509	573.00
2014-10-11	Run 32,441	585.00
2014-10-11	Run 32,477	645.00
2014-10-11	Run 32,492	645.58
2014-10-11	Run 32,507	697.00
2014-10-11	Run 32,531	721.00
2014-10-11	Run 32,547	721.00
2014-10-11	Run 32,539	747.00
2014-10-11	Run 32,542	757.00
2014-10-11	Run 32,549	769.00
2014-10-11	Run 32,709	795.00
2014-10-11	Run 34,226	809.00

2014-10-11	Run 32,500	843.00
2014-10-11	Run 32,534	857.00
2014-10-11	Run 32,505	893.00
2014-10-11	Run 32,467	905.00
2014-10-12	Run 32,659	35.55
2014-10-12	Run 32,712	94.00
2014-10-12	Run 32,619	96.82
2014-10-12	Run 32,649	125.00
2014-10-12	Run 32,667	125.14
2014-10-12	Run 32,592	150.00
2014-10-12	Run 32,660	225.00
2014-10-12	Run 32,588	250.00
2014-10-12	Run 32,634	334.91
2014-10-12	Run 32,584	430.26
2014-10-12	Run 32,663	489.56
2014-10-12	Run 32,650	537.00
2014-10-12	Run 32,637	585.00
2014-10-12	Run 32,652	597.00
2014-10-12	Run 32,687	705.00
2014-10-12	Run 32,686	765.00
2014-10-12	Run 32,692	771.00
2014-10-12	Run 32,661	783.00
2014-10-12	Run 32,555	795.00
2014-10-12	Run 32,662	831.00
2014-10-12	Run 32,641	833.00
2014-10-12	Run 32,573	881.00
2014-10-12	Run 32,626	881.00
2014-10-12	Run 32,658	915.00
2014-10-12	Run 32,678	953.00
2014-10-13	Run 32,724	46.04
2014-10-13	Run 32,788	77.49
2014-10-13	Run 32,762	89.80
2014-10-13	Run 32,796	124.60
2014-10-13	Run 32,821	131.40
2014-10-13	Run 32,680	150.00
2014-10-13	Run 32,822	150.00
2014-10-13	Run 32,827	188.60
2014-10-13	Run 32,672	300.00
2014-10-13	Run 32,748	515.00
2014-10-13	Run 32,696	561.00
2014-10-13	Run 32,751	561.00
2014-10-13	Run 32,797	561.00
2014-10-13	Run 32,705	609.00
2014-10-13	Run 32,695	747.00
2014-10-13	Run 32,802	759.00
2014-10-13	Run 32,784	831.00
2014-10-13	Run 32,715	869.00

2014-10-13	Run 32,713	893.00
2014-10-13	Run 32,716	1,193.00
2014-10-14	Run 32,872	93.24
2014-10-14	Run 32,892	108.32
2014-10-14	Run 32,903	122.99
2014-10-14	Run 32,885	150.00
2014-10-14	Run 32,918	150.00
2014-10-14	Run 32,894	467.23
2014-10-14	Run 32,825	530.58
2014-10-14	Run 32,850	537.00
2014-10-14	Run 32,871	549.00
2014-10-14	Run 32,862	585.00
2014-10-14	Run 32,852	609.00
2014-10-14	Run 32,874	653.09
2014-10-14	Run 32,837	709.00
2014-10-14	Run 32,898	753.00
2014-10-14	Run 32,940	783.00
2014-10-14	Run 32,842	807.00
2014-10-14	Run 32,878	821.00
2014-10-14	Run 33,074	845.00
2014-10-15	Run 33,045	85.22
2014-10-15	Run 32,970	90.38
2014-10-15	Run 33,022	92.52
2014-10-15	Run 32,949	93.96
2014-10-15	Run 32,994	100.00
2014-10-15	Run 33,054	102.26
2014-10-15	Run 32,955	150.00
2014-10-15	Run 33,064	150.00
2014-10-15	Run 33,077	250.00
2014-10-15	Run 33,024	523.71
2014-10-15	Run 32,927	561.00
2014-10-15	Run 32,984	597.00
2014-10-15	Run 33,057	621.00
2014-10-15	Run 32,917	645.00
2014-10-15	Run 32,989	659.60
2014-10-15	Run 33,035	697.00
2014-10-15	Run 33,021	759.00
2014-10-15	Run 32,995	793.00
2014-10-15	Run 32,926	801.00
2014-10-15	Run 32,999	819.00
2014-10-15	Run 33,026	821.00
2014-10-15	Run 32,976	833.00
2014-10-15	Run 33,014	869.00
2014-10-15	Run 33,010	881.00
2014-10-16	Run 33,051	20.00
2014-10-16	Run 33,158	92.09
2014-10-16	Run 33,111	100.00

2014-10-16	Run 33,129	100.00
2014-10-16	Run 33,180	106.20
2014-10-16	Run 33,068	130.00
2014-10-16	Run 33,140	150.00
2014-10-16	Run 33,098	170.90
2014-10-16	Run 33,154	300.00
2014-10-16		
2014-10-16	Run 33,049	389.31 508.36
	Run 33,106	
2014-10-16	Run 33,127	645.00
2014-10-16	Run 33,089	708.00
2014-10-16	Run 33,052	781.00
2014-10-16	Run 33,050	783.00
2014-10-16	Run 33,112	797.00
2014-10-16	Run 33,162	807.00
2014-10-16	Run 33,156	821.00
2014-10-16	Run 33,062	833.00
2014-10-16	Run 33,157	867.00
2014-10-16	Run 33,042	1,037.00
2014-10-17	Run 33,337	72.19
2014-10-17	Run 33,212	89.66
2014-10-17	Run 33,261	92.67
2014-10-17	Run 33,181	125.00
2014-10-17	Run 33,271	150.00
2014-10-17	Run 33,240	150.00
2014-10-17	Run 33,228	150.00
2014-10-17	Run 33,346	150.00
2014-10-17	Run 33,211	250.00
2014-10-17	Run 33,267	549.00
2014-10-17	Run 33,209	633.00
2014-10-17	Run 33,260	669.00
2014-10-17	Run 33,225	769.00
2014-10-17	Run 33,216	795.00
2014-10-17	Run 33,185	853.00
2014-10-18	Run 33,309	87.23
2014-10-18	Run 33,319	90.23
2014-10-18	Run 33,328	90.95
2014-10-18	Run 33,432	94.39
2014-10-18	Run 33,331	250.00
2014-10-18	Run 33,396	523.00
2014-10-18	Run 33,410	537.00
2014-10-18	Run 33,382	549.00
2014-10-18	Run 33,277	549.00
2014-10-18	Run 33,638	561.00
2014-10-18	Run 33,357	781.00
2014-10-18	Run 33,378	795.00
2014-10-18	Run 33,316	795.00
2014-10-18	Run 33,313	807.00
2014-10-10	1101 00,010	007.00

2014-10-18	Run 33,342	819.00
2014-10-18	Run 33,293	819.00
2014-10-18	Run 33,339	831.00
2014-10-18	Run 33,317	833.00
2014-10-18	Run 33,372	845.00
2014-10-18	Run 33,280	865.00
2014-10-18	Run 33,359	905.00
2014-10-18	Run 33,344	929.00
2014-10-18	Run 33,296	1,021.00
2014-10-18	Run 33,402	1,745.00
2014-10-18		
	Run 33,456	20.00
2014-10-19	Run 33,474	20.00
2014-10-19	Run 33,459	90.66
2014-10-19	Run 33,481	92.09
2014-10-19	Run 33,400	110.00
2014-10-19	Run 33,485	121.07
2014-10-19	Run 33,458	129.29
2014-10-19	Run 33,494	150.00
2014-10-19	Run 33,463	150.00
2014-10-19	Run 33,418	561.00
2014-10-19	Run 33,504	669.00
2014-10-19	Run 33,434	747.00
2014-10-19	Run 33,491	783.00
2014-10-19	Run 33,497	809.00
2014-10-19	Run 33,445	833.00
2014-10-19	Run 33,413	841.00
2014-10-19	Run 33,454	845.00
2014-10-19	Run 33,493	869.00
2014-10-19	Run 33,417	917.00
2014-10-19	Run 33,506	922.00
2014-10-19	Run 33,426	925.00
2014-10-19	Run 33,483	975.00
2014-10-20	Run 33,582	50.00
2014-10-20	Run 33,618	88.37
2014-10-20	Run 33,602	98.18
2014-10-20	Run 33,605	150.00
2014-10-20	Run 33,512	150.00
2014-10-20	Run 33,530	150.00
2014-10-20	Run 33,547	150.00
2014-10-20	Run 33,634	150.00
2014-10-20	Run 33,626	150.00
2014-10-20	Run 33,588	250.00
2014-10-20	Run 33,509	250.00
2014-10-20	Run 33,524	250.00
2014-10-20	Run 33,537	250.00
2014-10-20	Run 33,553	300.00
2014-10-20	Run 33,548	300.00

2014-10-20	Run 33,603	356.70
2014-10-20	Run 33,562	585.00
2014-10-20	Run 33,567	585.00
2014-10-20	Run 33,531	597.00
2014-10-20	Run 33,612	645.00
2014-10-20	Run 33,550	709.00
2014-10-20	Run 33,525	709.00
2014-10-20	Run 33,544	845.00
2014-10-20	Run 33,595	843.00
2014-10-20	Run 33,527	910.00
2014-10-20	Run 33,592	953.00
2014-10-20		
	Run 33,502	989.00
2014-10-21	Run 33,688	17.62
2014-10-21	Run 33,622	75.05
2014-10-21	Run 33,658	100.00
2014-10-21	Run 34,360	150.00
2014-10-21	Run 33,679	150.00
2014-10-21	Run 33,693	150.00
2014-10-21	Run 33,702	573.00
2014-10-21	Run 33,666	645.00
2014-10-21	Run 33,671	709.00
2014-10-21	Run 33,663	747.00
2014-10-21	Run 33,680	783.00
2014-10-21	Run 33,608	792.00
2014-10-21	Run 33,672	819.00
2014-10-21	Run 33,710	893.00
2014-10-21	Run 33,682	905.00
2014-10-22	Run 33,769	70.90
2014-10-22	Run 33,741	84.79
2014-10-22	Run 33,807	87.94
2014-10-22	Run 33,759	90.09
2014-10-22	Run 33,753	91.95
2014-10-22	Run 33,816	113.55
2014-10-22	Run 33,828	125.00
2014-10-22	Run 33,768	150.00
2014-10-22	Run 33,770	150.00
2014-10-22	Run 33,844	150.00
2014-10-22	Run 33,818	621.00
2014-10-22	Run 33,836	621.00
2014-10-22	Run 33,819	693.00
2014-10-22	Run 33,810	695.00
2014-10-22	Run 33,845	747.00
2014-10-22	Run 33,778	759.00
2014-10-22	Run 33,801	797.00
2014-10-22	Run 33,765	821.00
2014-10-22	Run 33,804	843.00
2014-10-22	Run 33,721	857.00

2014-10-22	Run 33,777	869.00
2014-10-22	Run 33,780	869.00
2014-10-22	Run 33,728	893.00
2014-10-23	Run 33,945	75.00
2014-10-23	Run 33,922	75.48
2014-10-23	Run 33,917	90.95
2014-10-23	Run 33,901	150.00
2014-10-23	Run 33,927	150.00
2014-10-23	Run 33,940	300.00
2014-10-23	Run 33,880	573.00
2014-10-23	Run 33,955	621.00
2014-10-23	Run 33,926	697.00
2014-10-23	Run 33,847	747.00
2014-10-23	Run 33,954	759.00
2014-10-23	Run 33,969	733.00
2014-10-23	Run 33,908	807.00
2014-10-23	Run 33,959	807.00
2014-10-23	Run 33,907	857.00
2014-10-23	Run 34,077	56.55
2014-10-24	Run 33,991	93.10
2014-10-24	Run 33,995	100.00
2014-10-24	Run 34,009	100.00
2014-10-24	Run 34,009	100.00
2014-10-24	Run 34,048	150.00
2014-10-24	Run 33,956	250.00
2014-10-24		253.50
2014-10-24	Run 34,082	
2014-10-24	Run 34,106	256.80 441.83
2014-10-24	Run 33,984 Run 34,057	
2014-10-24	Run 34,057	573.00
		573.00
2014-10-24	Run 34,014	597.00
2014-10-24	Run 34,049	693.00
2014-10-24	Run 34,047	733.00
2014-10-24	Run 34,039	747.00
2014-10-24 2014-10-24	Run 34,041	759.00
	Run 34,033	771.00
2014-10-24	Run 33,964	809.00
2014-10-24	Run 34,076	819.00
2014-10-24	Run 33,997	833.00
2014-10-24	Run 33,975	845.00
2014-10-24	Run 33,962	927.00
2014-10-25	Run 34,148	75.91
2014-10-25	Run 34,145	85.36
2014-10-25	Run 34,056	100.00
2014-10-25	Run 34,147	100.00
2014-10-25	Run 34,123	115.43
2014-10-25	Run 34,171	140.00

2014-10-25	Run 34,130	150.00
2014-10-25	Run 34,365	150.00
2014-10-25	Run 34,185	537.00
2014-10-25	Run 34,134	549.00
2014-10-25	Run 34,203	549.00
2014-10-25	Run 34,089	585.00
2014-10-25	Run 34,098	585.00
2014-10-25	Run 34,150	651.00
2014-10-25	Run 34,122	669.00
2014-10-25	Run 34,071	707.00
2014-10-25	Run 34,103	795.00
2014-10-25	Run 34,112	795.00
2014-10-25	Run 34,132	819.00
2014-10-25	Run 34,108	821.00
2014-10-25	Run 34,101	845.00
2014-10-25	Run 34,116	869.00
2014-10-25	Run 34,055	881.00
2014-10-25	Run 34,121	881.00
2014-10-25	Run 34,205	917.00
2014-10-25	Run 34,186	949.00
2014-10-26	Run 34,288	20.00
2014-10-26	Run 34,255	83.22
2014-10-26	Run 34,201	88.23
2014-10-26	Run 34,259	150.00
2014-10-26	Run 34,238	277.34
2014-10-26	Run 34,268	537.00
2014-10-26	Run 34,195	759.00
2014-10-26	Run 34,258	795.00
2014-10-26	Run 34,269	807.00
2014-10-26	Run 34,227	819.00
2014-10-26	Run 34,209	819.00
2014-10-26	Run 34,253	831.00
2014-10-27	Run 34,335	69.49
2014-10-27	Run 34,381	85.36
2014-10-27	Run 34,355	89.52
2014-10-27	Run 34,380	121.80
2014-10-27	Run 34,277	150.00
2014-10-27	Run 34,321	150.00
2014-10-27	Run 34,340	150.00
2014-10-27	Run 34,306	164.20
2014-10-27	Run 34,298	194.37
2014-10-27	Run 34,325	250.00
2014-10-27	Run 34,396	250.00
2014-10-27	Run 34,294	359.40
2014-10-27	Run 34,349	537.00
2014-10-27	Run 34,270	549.00
2014-10-27	Run 34,286	549.00

2014-10-27	Run 34,283	549.00
2014-10-27	Run 34,421	543.00
2014-10-27	Run 34,379	609.00
2014-10-27	Run 34,291	729.00
2014-10-27	Run 34,330	729.00
2014-10-27	Run 34,307	805.00
2014-10-27	Run 34,307	805.00
2014-10-27	Run 34,353	809.00
2014-10-27	Run 34,355 Run 34,285	819.00
2014-10-27	Run 34,285	819.00
2014-10-27	Run 34,341	843.00
2014-10-27	Run 34,423	845.00
2014-10-27		
	Run 34,323	893.00
2014-10-27	Run 34,352	970.00
2014-10-27	Run 34,392	1,061.00
2014-10-28	Run 34,436	58.55
2014-10-28	Run 34,478	85.79
2014-10-28	Run 34,480	94.39
2014-10-28	Run 34,476	100.00
2014-10-28	Run 34,450	125.00
2014-10-28	Run 34,468	150.00
2014-10-28	Run 34,459	250.00
2014-10-28	Run 34,488	250.00
2014-10-28	Run 34,425	352.15
2014-10-28	Run 34,405	483.00
2014-10-28	Run 34,500	573.00
2014-10-28	Run 34,454	573.96
2014-10-28	Run 34,453	706.09
2014-10-28	Run 34,451	745.00
2014-10-28	Run 34,463	747.00
2014-10-28	Run 34,471	759.00
2014-10-28	Run 34,474	759.00
2014-10-28	Run 34,515	771.00
2014-10-28	Run 34,426	795.00
2014-10-28	Run 34,461	807.00
2014-10-28	Run 34,398	809.00
2014-10-28	Run 34,512	845.00
2014-10-28	Run 34,438	855.00
2014-10-29	Run 34,587	37.35
2014-10-29	Run 34,623	47.86
2014-10-29	Run 34,564	83.22
2014-10-29	Run 34,586	88.23
2014-10-29	Run 34,616	89.95
2014-10-29	Run 34,629	100.00
2014-10-29	Run 34,626	100.26
2014-10-29	Run 34,578	150.00
2014-10-29	Run 34,727	150.00

2014-10-29	Run 34,601	291.86
2014-10-29	Run 34,619	573.00
2014-10-29	Run 34,560	597.00
2014-10-29	Run 34,622	721.00
2014-10-29	Run 34,576	721.00
2014-10-29	Run 34,570	747.00
2014-10-29	Run 34,603	819.00
2014-10-29		819.00
2014-10-29	Run 34,525	869.00
2014-10-29	Run 34,571 Run 34,646	71.90
2014-10-30	Run 34,699	86.51
2014-10-30	Run 34,699 Run 34,729	88.80
2014-10-30	Run 34,729 Run 34,690	100.00
2014-10-30		150.00
	Run 34,716	
2014-10-30	Run 34,695	150.00
2014-10-30	Run 34,710	150.00
2014-10-30	Run 34,711	585.00
2014-10-30	Run 34,637	621.00
2014-10-30	Run 34,708	645.00
2014-10-30	Run 34,667	661.00
2014-10-30	Run 34,687	705.00
2014-10-30	Run 34,628	705.00
2014-10-30	Run 34,750	717.00
2014-10-30	Run 34,665	809.00
2014-10-30	Run 34,663	831.00
2014-10-30	Run 34,686	833.00
2014-10-31	Run 34,794	76.92
2014-10-31	Run 34,840	78.06
2014-10-31	Run 34,787	142.41
2014-10-31	Run 34,823	150.00
2014-10-31	Run 34,870	150.00
2014-10-31	Run 34,856	185.40
2014-10-31	Run 34,796	327.34
2014-10-31	Run 34,852	328.30
2014-10-31	Run 34,853	561.00
2014-10-31	Run 34,737	621.00
2014-10-31	Run 34,819	745.00
2014-10-31	Run 34,872	747.00
2014-10-31	Run 34,816	771.00
2014-10-31	Run 34,776	795.00
2014-10-31	Run 34,838	795.00
2014-10-31	Run 34,779	807.00
2014-10-31	Run 35,095	893.00
2014-11-01	Run 34,938	25.00
2014-11-01	Run 34,934	76.63
2014-11-01	Run 34,937	88.08
2014-11-01	Run 34,932	91.24

2014-11-01	Run 34,977	150.00
2014-11-01	Run 34,897	250.00
2014-11-01	Run 34,896	250.00
2014-11-01	Run 34,947	523.00
2014-11-01	Run 34,953	549.00
2014-11-01	Run 34,951	561.00
2014-11-01	Run 34,946	573.00
2014-11-01	Run 34,939	609.00
2014-11-01	Run 34,949	709.00
2014-11-01	Run 34,970	757.00
2014-11-01	Run 34,952	759.00
2014-11-01	Run 34,865	771.00
2014-11-01	Run 34,918	795.00
2014-11-01	Run 34,893	821.00
2014-11-01	Run 34,861	833.00
2014-11-01	Run 34,954	857.00
2014-11-01	Run 34,978	869.00
2014-11-02	Run 35,028	71.90
2014-11-02	Run 35,012	90.81
2014-11-02	Run 34,957	94.53
2014-11-02	Run 34,974	125.00
2014-11-02	Run 35,040	150.00
2014-11-02	Run 35,045	300.00
2014-11-02	Run 35,015	645.00
2014-11-02	Run 35,017	693.00
2014-11-02	Run 35,005	783.00
2014-11-02	Run 35,068	783.00
2014-11-02	Run 35,006	857.00
2014-11-03	Run 35,107	83.22
2014-11-03	Run 35,085	93.96
2014-11-03	Run 35,105	100.26
2014-11-03	Run 35,175	105.88
2014-11-03	Run 35,420	108.49
2014-11-03	Run 35,093	146.60
2014-11-03	Run 35,079	150.00
2014-11-03	Run 35,119	250.00
2014-11-03	Run 35,102	300.00
2014-11-03	Run 35,158	317.93
2014-11-03	Run 35,169	341.86
2014-11-03	Run 35,211	507.09
2014-11-03	Run 35,066	721.00
2014-11-03	Run 35,110	747.00
2014-11-03	Run 35,101	747.00
2014-11-03	Run 35,136	797.00
2014-11-03	Run 35,152	857.00
2014-11-03	Run 35,048	879.00
2014-11-03	Run 35,049	881.00

2014-11-04	Run 35,248	20.00
2014-11-04	Run 35,189	79.49
2014-11-04	Run 35,296	81.07
2014-11-04	Run 35,230	85.36
2014-11-04	Run 35,220	87.94
2014-11-04	Run 35,208	89.52
2014-11-04	Run 35,199	90.52
2014-11-04	Run 35,282	98.15
2014-11-04	Run 35,219	100.00
2014-11-04	Run 35,208	125.00
2014-11-04	Run 35,279	139.00
2014-11-04	Run 35,263	150.00
2014-11-04	Run 35,273	150.00
2014-11-04	Run 35,190	150.00
2014-11-04	Run 35,204	150.00
2014-11-04	Run 35,242	250.00
2014-11-04	Run 35,262	250.00
2014-11-04	Run 35,202	549.00
2014-11-04	Run 35,246	587.00
2014-11-04	Run 35,173	658.00
2014-11-04	Run 35,239	693.00
2014-11-04	Run 35,188	745.00
2014-11-04	Run 35,281	757.00
2014-11-04	Run 35,827	783.00
2014-11-04	Run 35,826	797.00
2014-11-04	Run 35,241	821.00
2014-11-04	Run 35,286	843.00
2014-11-04	Run 35,191	1,129.00
2014-11-05	Run 35,314	85.65
2014-11-05	Run 35,365	94.39
2014-11-05	Run 35,333	100.00
2014-11-05	Run 35,354	537.00
2014-11-05	Run 35,355	549.00
2014-11-05	Run 35,378	609.00
2014-11-05	Run 35,348	721.00
2014-11-05	Run 35,352	771.00
2014-11-05	Run 35,318	783.00
2014-11-05	Run 35,302	807.00
2014-11-05	Run 35,349	833.00
2014-11-05	Run 35,376	857.00
2014-11-05	Run 35,335	869.00
2014-11-05	Run 35,294	934.00
2014-11-06	Run 35,484	20.00
2014-11-06	Run 35,436	30.00
2014-11-06	Run 35,441	86.80
2014-11-06	Run 35,474	89.95
2014-11-06	Run 35,474 Run 35,486	94.82
2014-11-00	17011 30,400	94.62

2014-11-06	Run 35,428	99.68
2014-11-06	Run 35,461	100.00
2014-11-06	Run 35,442	125.00
2014-11-06	Run 35,408	150.00
2014-11-06	Run 35,512	150.00
2014-11-06	Run 35,451	190.20
2014-11-06	Run 35,501	250.00
2014-11-06	Run 35,491	275.00
2014-11-06	Run 35,471	673.00
2014-11-06	Run 35,478	697.00
2014-11-06	Run 35,481	709.00
2014-11-06	Run 35,397	783.00
2014-11-06	Run 35,511	807.00
2014-11-06	Run 35,433	831.00
2014-11-06	Run 35,445	833.00
2014-11-06	Run 35,483	975.00
2014-11-07	Run 35,538	83.93
2014-11-07	Run 35,534	95.10
2014-11-07	Run 35,562	250.00
2014-11-07	Run 35,540	269.00
2014-11-07	Run 35,516	300.00
2014-11-07	Run 35,554	523.00
2014-11-07	Run 35,636	597.00
2014-11-07	Run 35,575	645.00
2014-11-07	Run 35,525	781.00
2014-11-07	Run 35,621	819.00
2014-11-07	Run 35,593	855.00
2014-11-07	Run 35,523	855.00
2014-11-07	Run 35,514	874.00
2014-11-07	Run 35,581	881.00
2014-11-07	Run 35,637	893.00
2014-11-08	Run 35,611	88.37
2014-11-08	Run 35,707	89.46
2014-11-08	Run 35,665	100.00
2014-11-08	Run 35,661	150.00
2014-11-08	Run 35,680	250.00
2014-11-08	Run 35,667	573.00
2014-11-08	Run 35,710	585.00
2014-11-08	Run 35,717	685.00
2014-11-08	Run 35,711	759.00
2014-11-08	Run 35,705	769.00
2014-11-08	Run 35,629	819.00
2014-11-08	Run 35,735	869.00
2014-11-08	Run 35,699	881.00
2014-11-08	Run 35,672	1,213.00
2014-11-09	Run 35,785	84.65
2014-11-09	Run 35,752	88.23

2014-11-09	Run 35,744	150.00
2014-11-09	Run 35,792	150.00
2014-11-09	Run 36,038	250.00
2014-11-09	Run 35,783	537.00
2014-11-09	Run 35,799	549.00
2014-11-09	Run 35,788	561.00
2014-11-09	Run 35,788	573.00
2014-11-09	Run 35,712 Run 35,737	573.00
2014-11-09	Run 35,737 Run 35,732	585.00
2014-11-09	Run 35,732	
2014-11-09	Run 35,722 Run 35,766	709.00 745.00
2014-11-09	Run 35,806	745.00
2014-11-09		747.00
2014-11-09	Run 35,747 Run 35,804	737.00
2014-11-09	Run 35,803	819.00
2014-11-09	Run 35,767	821.00
2014-11-09	Run 35,757	857.00
2014-11-09	Run 35,762	881.00
2014-11-10	Run 35,872	58.55
2014-11-10	Run 35,874	100.00
2014-11-10	Run 35,888	150.00
2014-11-10	Run 35,858	618.49
2014-11-10	Run 35,931	683.00
2014-11-10	Run 35,869	733.00
2014-11-10	Run 35,877	733.00
2014-11-10	Run 35,867	809.00
2014-11-10	Run 35,824	819.00
2014-11-10	Run 35,886	821.00
2014-11-10	Run 35,818	831.00
2014-11-10	Run 35,882	869.00
2014-11-11	Run 35,992	89.52
2014-11-11	Run 36,022	100.00
2014-11-11	Run 35,988	150.00
2014-11-11	Run 35,989	150.00
2014-11-11	Run 36,018	150.00
2014-11-11	Run 36,016	621.00
2014-11-11	Run 35,911	647.00
2014-11-11	Run 36,072	708.00
2014-11-11	Run 35,968	805.00
2014-11-11	Run 35,952	807.00
2014-11-11	Run 35,927	843.00
2014-11-11	Run 36,008	845.00
2014-11-11	Run 35,945	855.00
2014-11-12	Run 36,087	83.93
2014-11-12	Run 36,033	86.20
2014-11-12	Run 36,095	98.97
2014-11-12	Run 36,144	101.26

2014-11-12	Run 36,040	109.80
2014-11-12	Run 36,041	110.00
2014-11-12	Run 36,145	110.28
2014-11-12	Run 36,024	125.00
2014-11-12	Run 36,118	150.00
2014-11-12	Run 36,119	150.00
2014-11-12	Run 36,108	250.00
2014-11-12	Run 36,058	300.00
2014-11-12	Run 36,053	337.02
2014-11-12	Run 36,127	529.00
2014-11-12	Run 36,113	561.00
2014-11-12	Run 36,012	609.00
2014-11-12	Run 36,065	609.00
2014-11-12	Run 36,126	612.09
2014-11-12	Run 36,133	621.00
2014-11-12	Run 36,054	745.00
2014-11-12	Run 36,055	747.00
2014-11-12	Run 36,078	759.00
2014-11-12	Run 36,153	807.00
2014-11-12	Run 36,052	831.00
2014-11-13	Run 36,222	87.37
2014-11-13	Run 36,220	88.51
2014-11-13	Run 36,140	150.00
2014-11-13	Run 36,245	150.00
2014-11-13	Run 36,193	200.00
2014-11-13	Run 36,168	271.51
2014-11-13	Run 36,116	633.00
2014-11-13	Run 36,216	657.00
2014-11-13	Run 36,166	715.52
2014-11-13	Run 36,233	721.00
2014-11-13	Run 36,226	855.00
2014-11-13	Run 36,160	857.00
2014-11-13	Run 36,211	881.00
2014-11-14	Run 36,281	54.14
2014-11-14	Run 36,330	86.22
2014-11-14	Run 36,377	90.52
2014-11-14	Run 36,286	113.34
2014-11-14	Run 36,285	143.40
2014-11-14	Run 36,305	150.00
2014-11-14	Run 36,329	150.00
2014-11-14	Run 36,269	168.00
2014-11-14	Run 36,308	200.00
2014-11-14	Run 36,353	219.75
2014-11-14	Run 36,237	250.00
2014-11-14	Run 36,343	250.00
2014-11-14	Run 36,383	419.31
2014-11-14	Run 36,231	469.78

2014-11-14	Run 36,323	500.00
2014-11-14	Run 36,375	537.00
2014-11-14	Run 36,326	560.00
2014-11-14	Run 36,373	667.40
2014-11-14	Run 36,289	681.00
2014-11-14	Run 36,365	693.00
2014-11-14	Run 36,294	709.00
2014-11-14	Run 36,302	
2014-11-14	Run 36,292	709.00 747.00
2014-11-14	Run 36,347	747.00
2014-11-14		797.00
2014-11-14	Run 36,268 Run 36,284	843.00
2014-11-14		905.00
2014-11-14	Run 36,384	905.00
2014-11-14	Run 36,276	
	Run 36,382	1,025.00
2014-11-15 2014-11-15	Run 36,447 Run 36,427	83.22 89.95
2014-11-15	Run 36,641	114.42
2014-11-15 2014-11-15	Run 36,451	132.01
2014-11-15	Run 36,391	150.00
2014-11-15	Run 36,472	150.00
2014-11-15	Run 36,388 Run 36,386	537.00
2014-11-15		549.00
2014-11-15	Run 36,465	549.00
2014-11-15	Run 36,380	597.00
	Run 36,403	609.00
2014-11-15 2014-11-15	Run 36,367	623.00
2014-11-15	Run 36,463 Run 36,420	745.00
2014-11-15		809.00
	Run 36,452	843.00
2014-11-15	Run 36,387	869.00
2014-11-15	Run 36,450	879.00
2014-11-15 2014-11-16	Run 36,402	985.00
	Run 36,487	85.79
2014-11-16	Run 36,526	88.23
2014-11-16	Run 36,530	88.23
2014-11-16	Run 36,501	116.95
2014-11-16	Run 36,510	150.00
2014-11-16	Run 36,513	633.00
2014-11-16	Run 36,535	633.00
2014-11-16	Run 36,518	657.00
2014-11-16	Run 36,522	697.00
2014-11-16	Run 36,550	721.00
2014-11-16	Run 36,650	737.00
2014-11-16	Run 36,498	745.00
2014-11-16	Run 36,496	795.00
2014-11-16	Run 36,511	807.00

2014-11-16	Run 36,497	843.00
2014-11-16	Run 36,477	845.00
2014-11-16	Run 36,524	865.00
2014-11-16	Run 36,488	903.00
2014-11-16	Run 36,504	910.00
2014-11-16	Run 36,503	1,680.00
2014-11-17	Run 36,605	73.77
2014-11-17	Run 36,611	81.79
2014-11-17	Run 36,637	83.22
2014-11-17	Run 36,659	83.22
2014-11-17	Run 36,698	84.22
2014-11-17	Run 36,688	85.37
2014-11-17	Run 36,592	88.37
2014-11-17	Run 36,572	150.00
2014-11-17	Run 36,696	150.00
2014-11-17	Run 36,559	537.00
2014-11-17	Run 36,699	573.00
2014-11-17	Run 36,633	597.00
2014-11-17	Run 36,612	621.00
2014-11-17	Run 36,634	745.00
2014-11-17	Run 36,664	745.00
2014-11-17	Run 36,667	739.00
2014-11-17	Run 36,591	809.00
2014-11-17	Run 36,683	
2014-11-17	Run 36,678	809.00 831.00
2014-11-17	Run 36,580	
2014-11-17		833.00
	Run 36,601	843.00
2014-11-17	Run 36,645	862.00
2014-11-18	Run 36,710	14.16
2014-11-18	Run 36,672	75.48
2014-11-18	Run 36,735	86.80
2014-11-18	Run 36,771	87.51
2014-11-18	Run 36,797	93.96
2014-11-18	Run 36,761	150.00
2014-11-18	Run 36,762	200.00
2014-11-18	Run 36,755	250.00
2014-11-18	Run 36,753	358.30
2014-11-18	Run 36,680	597.00
2014-11-18	Run 36,701	621.00
2014-11-18	Run 36,760	639.00
2014-11-18	Run 36,780	843.00
2014-11-18	Run 36,766	855.00
2014-11-18	Run 36,781	893.00
2014-11-19	Run 36,837	50.00
2014-11-19	Run 36,857	88.08
2014-11-19	Run 36,850	88.23
2014-11-19	Run 36,854	150.00

2014-11-19	Run 36,849	537.00
2014-11-19	Run 36,870	537.00
2014-11-19	Run 36,818	633.00
2014-11-19	Run 36,860	645.00
2014-11-19	Run 36,809	685.00
2014-11-19	Run 36,800	745.00
2014-11-19	Run 36,838	757.00
2014-11-19	Run 36,840	781.00
2014-11-19	Run 36,798	795.00
2014-11-19	Run 36,814	797.00
2014-11-20	Run 36,865	83.93
2014-11-20	Run 36,927	93.67
2014-11-20	Run 36,913	119.40
2014-11-20	Run 36,873	125.00
2014-11-20	Run 36,941	150.00
2014-11-20	Run 36,898	150.00
2014-11-20	Run 36,906	150.00
2014-11-20	Run 36,924	189.54
2014-11-20	Run 37,006	537.00
2014-11-20	Run 36,887	537.00
2014-11-20	Run 36,972	573.00
2014-11-20	Run 36,933	609.00
2014-11-20	Run 36,984	623.00
2014-11-20	Run 36,929	717.00
2014-11-20	Run 36,978	733.00
2014-11-20	Run 36,981	783.00
2014-11-20	Run 36,995	795.00
2014-11-20	Run 36,985	807.00
2014-11-20	Run 36,880	833.00
2014-11-20	Run 36,932	845.00
2014-11-20	Run 36,862	869.00
2014-11-20	Run 37,013	1,001.00
2014-11-21	Run 37,091	20.00
2014-11-21	Run 36,998	88.51
2014-11-21	Run 37,093	99.40
2014-11-21	Run 38,136	125.00
2014-11-21	Run 37,058	125.00
2014-11-21	Run 37,099	150.00
2014-11-21	Run 37,053	150.00
2014-11-21	Run 37,136	150.00
2014-11-21	Run 36,991	151.00
2014-11-21	Run 37,062	200.00
2014-11-21	Run 37,061	350.47
2014-11-21	Run 37,009	561.00
2014-11-21	Run 37,025	573.00
2014-11-21	Run 37,041	633.00
2014-11-21	Run 37,045	645.00

2014-11-21	Run 37,125	657.00
2014-11-21	Run 37,095	709.00
2014-11-21	Run 37,078	709.00
2014-11-21	Run 37,114	721.00
2014-11-21	Run 37,092	771.00
2014-11-21	Run 37,081	783.00
2014-11-21	Run 37,036	705.00
2014-11-21	Run 37,060	843.00
2014-11-21	Run 37,067	1,081.00
2014-11-22	Run 37,239	72.19
2014-11-22	Run 37,173	88.80
2014-11-22	Run 37,219	89.95
2014-11-22	Run 37,175	96.25
2014-11-22	Run 37,180	98.11
2014-11-22	Run 37,241	106.13
2014-11-22	Run 37,149	125.56
2014-11-22	Run 37,166	250.00
2014-11-22	Run 37,118	501.24
2014-11-22	Run 37,254	561.00
2014-11-22	Run 37,143	645.00
2014-11-22	Run 37,206	669.00
2014-11-22	Run 37,200	709.00
2014-11-22	Run 37,202	769.00
2014-11-22	Run 37,201	797.00
2014-11-22	Run 37,184	805.00
2014-11-22	Run 37,124	807.00
2014-11-22	Run 37,152	833.00
2014-11-22	Run 37,171	867.00
2014-11-22	Run 37,147	977.00
2014-11-23	Run 37,261	111.00
2014-11-23	Run 37,310	125.00
2014-11-23	Run 37,295	150.00
2014-11-23	Run 37,273	200.00
2014-11-23	Run 37,272	250.00
2014-11-23	Run 37,330	255.07
2014-11-23	Run 37,294	395.10
2014-11-23	Run 37,301	573.00
2014-11-23	Run 37,337	573.00
2014-11-23	Run 37,284	709.00
2014-11-23	Run 37,259	721.00
2014-11-23	Run 37,303	809.00
2014-11-23	Run 37,317	817.00
2014-11-23	Run 37,288	819.00
2014-11-23	Run 37,300	819.00
2014-11-24	Run 37,437	50.00
2014-11-24	Run 37,408	75.91
2014-11-24	Run 37,361	82.64

2014-11-24	Run 37,342	89.37
2014-11-24	Run 37,341	100.00
2014-11-24	Run 37,399	105.27
2014-11-24	Run 37,461	121.80
2014-11-24	Run 37,401	124.20
2014-11-24	Run 37,424	147.56
2014-11-24	Run 37,491	150.00
2014-11-24	Run 37,356	150.00
2014-11-24	Run 37,339	150.00
2014-11-24	Run 37,387	150.00
2014-11-24	Run 37,392	285.80
2014-11-24	Run 37,476	549.00
2014-11-24	Run 37,412	549.00
2014-11-24	Run 37,332	561.00
2014-11-24	Run 37,375	573.00
2014-11-24	Run 37,481	573.00
2014-11-24	Run 37,440	585.00
2014-11-24	Run 37,419	658.00
2014-11-24	Run 37,459	685.00
2014-11-24	Run 37,383	697.00
2014-11-24	Run 37,327	709.00
2014-11-24	Run 37,477	717.00
2014-11-24	Run 37,425	747.00
2014-11-24	Run 37,418	759.00
2014-11-24	Run 37,323	771.00
2014-11-24	Run 37,436	771.00
2014-11-24	Run 37,443	821.00
2014-11-24	Run 37,448	881.00
2014-11-24	Run 37,417	881.00
2014-11-24	Run 37,411	891.00
2014-11-25	Run 37,537	89.23
2014-11-25	Run 37,469	110.00
2014-11-25	Run 37,494	121.02
2014-11-25	Run 37,548	121.80
2014-11-25	Run 37,542	150.00
2014-11-25	Run 37,587	150.00
2014-11-25	Run 37,518	250.00
2014-11-25	Run 37,575	549.00
2014-11-25	Run 37,523	549.00
2014-11-25	Run 37,566	623.00
2014-11-25	Run 37,806	658.00
2014-11-25	Run 37,589	783.00
2014-11-25	Run 37,578	789.00
2014-11-25	Run 37,473	793.00
2014-11-25	Run 37,507	797.00
2014-11-25	Run 37,499	819.00
2014-11-25	Run 37,472	953.00

2014-11-26 Run 37,682 70.47 2014-11-26 Run 37,706 83.22 2014-11-26 Run 37,610 117.00 2014-11-26 Run 37,670 250.00 2014-11-26 Run 37,670 250.00 2014-11-26 Run 37,670 250.00 2014-11-26 Run 37,669 300.00 2014-11-26 Run 37,669 300.00 2014-11-26 Run 37,669 300.00 2014-11-26 Run 37,659 549.00 2014-11-26 Run 37,657 747.00 2014-11-27 Run 37,657 747.00 2014-11-26 Run 37,657 747.00 2014-11-27 Run 37,768 83.36 2014-11-27 Run 37,768 83.36 2014-11-27 Run 37,749 131.40 2014-11-27 Run 37,749	2014-11-26	Run 37,663	42.53
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2014-11-27Run 37,747150.002014-11-27Run 37,693150.002014-11-27Run 37,702150.002014-11-27Run 37,732182.472014-11-27Run 37,746200.002014-11-27Run 37,729300.002014-11-27Run 37,723424.142014-11-27Run 37,783537.002014-11-27Run 37,786537.002014-11-27Run 37,781627.002014-11-27Run 37,781627.002014-11-27Run 37,784709.002014-11-27Run 37,788733.002014-11-27Run 37,788733.002014-11-27Run 37,788759.002014-11-27Run 37,788759.002014-11-27Run 37,884783.002014-11-28Run 37,88071.762014-11-28Run 37,88071.762014-11-28Run 37,88071.762014-11-28Run 37,88071.762014-11-28Run 37,88071.762014-11-28Run 37,88071.762014-11-28Run 37,88071.762014-11-28Run 37,88675.342014-11-28Run 37,886119.402014-11-28Run 37,888150.00	2014-11-27	Run 38,142	125.00
2014-11-27Run 37,693150.002014-11-27Run 37,702150.002014-11-27Run 37,732182.472014-11-27Run 37,746200.002014-11-27Run 37,729300.002014-11-27Run 37,723424.142014-11-27Run 37,783537.002014-11-27Run 37,786537.002014-11-27Run 37,781627.002014-11-27Run 37,786537.002014-11-27Run 37,786537.002014-11-27Run 37,781627.002014-11-27Run 37,788733.002014-11-27Run 37,788733.002014-11-27Run 37,685721.002014-11-27Run 37,683759.002014-11-27Run 37,683759.002014-11-28Run 37,88853.402014-11-28Run 37,88071.762014-11-28Run 37,88071.762014-11-28Run 37,88199.872014-11-28Run 37,836119.402014-11-28Run 37,888150.00			131.40
2014-11-27Run 37,702150.002014-11-27Run 37,732182.472014-11-27Run 37,746200.002014-11-27Run 37,729300.002014-11-27Run 37,723424.142014-11-27Run 37,783537.002014-11-27Run 37,786537.002014-11-27Run 37,786537.002014-11-27Run 37,781627.002014-11-27Run 37,781633.002014-11-27Run 37,781709.002014-11-27Run 37,685721.002014-11-27Run 37,683759.002014-11-27Run 37,683759.002014-11-27Run 37,684783.002014-11-28Run 37,85853.402014-11-28Run 37,88071.762014-11-28Run 37,886119.402014-11-28Run 37,888150.00	2014-11-27	Run 37,747	150.00
2014-11-27Run 37,732182.472014-11-27Run 37,746200.002014-11-27Run 37,729300.002014-11-27Run 37,722317.202014-11-27Run 37,723424.142014-11-27Run 37,783537.002014-11-27Run 37,786537.002014-11-27Run 37,781627.002014-11-27Run 37,781627.002014-11-27Run 37,781633.002014-11-27Run 37,783739.002014-11-27Run 37,784709.002014-11-27Run 37,685721.002014-11-27Run 37,683759.002014-11-27Run 37,683759.002014-11-27Run 37,684783.002014-11-28Run 37,85853.402014-11-28Run 37,86275.342014-11-28Run 37,836119.402014-11-28Run 37,836119.402014-11-28Run 37,888150.00	2014-11-27	Run 37,693	150.00
2014-11-27Run 37,746200.002014-11-27Run 37,729300.002014-11-27Run 37,723317.202014-11-27Run 37,723424.142014-11-27Run 37,783537.002014-11-27Run 37,786537.002014-11-27Run 37,786627.002014-11-27Run 37,798633.002014-11-27Run 37,798633.002014-11-27Run 37,744709.002014-11-27Run 37,685721.002014-11-27Run 37,685733.002014-11-27Run 37,683759.002014-11-27Run 37,78853.402014-11-28Run 37,85853.402014-11-28Run 37,88071.762014-11-28Run 37,83675.342014-11-28Run 37,836119.402014-11-28Run 37,888150.00	2014-11-27	Run 37,702	150.00
2014-11-27Run 37,729300.002014-11-27Run 37,723424.142014-11-27Run 37,783537.002014-11-27Run 37,786537.002014-11-27Run 37,781627.002014-11-27Run 37,798633.002014-11-27Run 37,798633.002014-11-27Run 37,781709.002014-11-27Run 37,685721.002014-11-27Run 37,685721.002014-11-27Run 37,685759.002014-11-27Run 37,683759.002014-11-27Run 37,684783.002014-11-28Run 37,85853.402014-11-28Run 37,88071.762014-11-28Run 37,88199.872014-11-28Run 37,836119.402014-11-28Run 37,836119.402014-11-28Run 37,888150.00	2014-11-27		182.47
2014-11-27 Run 37,722 317.20 2014-11-27 Run 37,723 424.14 2014-11-27 Run 37,783 537.00 2014-11-27 Run 37,786 537.00 2014-11-27 Run 37,786 537.00 2014-11-27 Run 37,786 627.00 2014-11-27 Run 37,781 627.00 2014-11-27 Run 37,798 633.00 2014-11-27 Run 37,798 709.00 2014-11-27 Run 37,685 721.00 2014-11-27 Run 37,685 721.00 2014-11-27 Run 37,683 759.00 2014-11-27 Run 37,684 783.00 2014-11-27 Run 37,684 783.00 2014-11-27 Run 37,738 843.00 2014-11-28 Run 37,880 71.76 2014-11-28 Run 37,880 75.34 2014-11-28 Run 37,836 119.40 2014-11-28 Run 37,888 150.00	2014-11-27	Run 37,746	200.00
2014-11-27Run 37,723424.142014-11-27Run 37,783537.002014-11-27Run 37,786537.002014-11-27Run 37,781627.002014-11-27Run 37,798633.002014-11-27Run 37,798633.002014-11-27Run 37,744709.002014-11-27Run 37,685721.002014-11-27Run 37,685721.002014-11-27Run 37,683759.002014-11-27Run 37,684783.002014-11-27Run 37,684783.002014-11-28Run 37,85853.402014-11-28Run 37,88071.762014-11-28Run 37,88075.342014-11-28Run 37,836119.402014-11-28Run 37,888150.00	2014-11-27	Run 37,729	300.00
2014-11-27Run 37,783537.002014-11-27Run 37,786537.002014-11-27Run 37,781627.002014-11-27Run 37,798633.002014-11-27Run 37,744709.002014-11-27Run 37,685721.002014-11-27Run 37,685721.002014-11-27Run 37,683759.002014-11-27Run 37,683759.002014-11-27Run 37,684783.002014-11-27Run 37,738843.002014-11-28Run 37,85853.402014-11-28Run 37,88071.762014-11-28Run 37,88199.872014-11-28Run 37,836119.402014-11-28Run 37,888150.00	2014-11-27	Run 37,722	317.20
2014-11-27Run 37,786537.002014-11-27Run 37,781627.002014-11-27Run 37,798633.002014-11-27Run 37,744709.002014-11-27Run 37,685721.002014-11-27Run 37,685733.002014-11-27Run 37,683759.002014-11-27Run 37,684783.002014-11-27Run 37,738843.002014-11-28Run 37,85853.402014-11-28Run 37,88275.342014-11-28Run 37,81199.872014-11-28Run 37,836119.402014-11-28Run 37,888150.00	2014-11-27	Run 37,723	424.14
2014-11-27Run 37,781627.002014-11-27Run 37,798633.002014-11-27Run 37,744709.002014-11-27Run 37,685721.002014-11-27Run 37,685733.002014-11-27Run 37,683759.002014-11-27Run 37,684783.002014-11-27Run 37,738843.002014-11-28Run 37,85853.402014-11-28Run 37,88071.762014-11-28Run 37,81199.872014-11-28Run 37,836119.402014-11-28Run 37,888150.00	2014-11-27	Run 37,783	537.00
2014-11-27Run 37,798633.002014-11-27Run 37,744709.002014-11-27Run 37,685721.002014-11-27Run 37,778733.002014-11-27Run 37,683759.002014-11-27Run 37,684783.002014-11-27Run 37,738843.002014-11-28Run 37,85853.402014-11-28Run 37,88071.762014-11-28Run 37,81199.872014-11-28Run 37,836119.402014-11-28Run 37,888150.00	2014-11-27	Run 37,786	537.00
2014-11-27Run 37,744709.002014-11-27Run 37,685721.002014-11-27Run 37,778733.002014-11-27Run 37,683759.002014-11-27Run 37,684783.002014-11-27Run 37,738843.002014-11-28Run 37,85853.402014-11-28Run 37,88071.762014-11-28Run 37,81199.872014-11-28Run 37,836119.402014-11-28Run 37,888150.00	2014-11-27	Run 37,781	627.00
2014-11-27Run 37,685721.002014-11-27Run 37,778733.002014-11-27Run 37,683759.002014-11-27Run 37,684783.002014-11-27Run 37,738843.002014-11-28Run 37,85853.402014-11-28Run 37,88071.762014-11-28Run 37,81199.872014-11-28Run 37,836119.402014-11-28Run 37,888150.00	2014-11-27	Run 37,798	633.00
2014-11-27Run 37,778733.002014-11-27Run 37,683759.002014-11-27Run 37,684783.002014-11-27Run 37,738843.002014-11-28Run 37,85853.402014-11-28Run 37,88071.762014-11-28Run 37,88275.342014-11-28Run 37,81199.872014-11-28Run 37,836119.402014-11-28Run 37,888150.00	2014-11-27	Run 37,744	709.00
2014-11-27Run 37,778733.002014-11-27Run 37,683759.002014-11-27Run 37,684783.002014-11-27Run 37,738843.002014-11-28Run 37,85853.402014-11-28Run 37,88071.762014-11-28Run 37,88275.342014-11-28Run 37,81199.872014-11-28Run 37,836119.402014-11-28Run 37,888150.00	2014-11-27	Run 37,685	721.00
2014-11-27Run 37,683759.002014-11-27Run 37,684783.002014-11-27Run 37,738843.002014-11-28Run 37,85853.402014-11-28Run 37,88071.762014-11-28Run 37,88275.342014-11-28Run 37,81199.872014-11-28Run 37,836119.402014-11-28Run 37,888150.00			
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2014-11-27Run 37,738843.002014-11-28Run 37,85853.402014-11-28Run 37,88071.762014-11-28Run 37,88275.342014-11-28Run 37,81199.872014-11-28Run 37,836119.402014-11-28Run 37,888150.00			
2014-11-28Run 37,85853.402014-11-28Run 37,88071.762014-11-28Run 37,88275.342014-11-28Run 37,81199.872014-11-28Run 37,836119.402014-11-28Run 37,888150.00			
2014-11-28Run 37,88071.762014-11-28Run 37,88275.342014-11-28Run 37,81199.872014-11-28Run 37,836119.402014-11-28Run 37,888150.00			
2014-11-28 Run 37,882 75.34 2014-11-28 Run 37,811 99.87 2014-11-28 Run 37,836 119.40 2014-11-28 Run 37,888 150.00			
2014-11-28Run 37,81199.872014-11-28Run 37,836119.402014-11-28Run 37,888150.00			
2014-11-28 Run 37,836 119.40 2014-11-28 Run 37,888 150.00			
2014-11-28 Run 37,888 150.00			
	2014-11-28	Run 37,820	275.00

2014-11-28	Run 37,803	537.00
2014-11-28	Run 37,855	585.00
2014-11-28	Run 37,904	585.00
2014-11-28	Run 37,887	597.00
2014-11-28	Run 37,868	
2014-11-28	,	735.00
	Run 37,843	757.00
2014-11-28	Run 37,790	819.00
2014-11-28	Run 37,847	841.00
2014-11-28	Run 37,804	855.00
2014-11-28	Run 37,832	855.00
2014-11-28	Run 37,920	881.00
2014-11-28	Run 37,818	893.00
2014-11-29	Run 37,983	76.77
2014-11-29	Run 37,932	100.00
2014-11-29	Run 37,910	150.00
2014-11-29	Run 37,986	160.00
2014-11-29	Run 37,953	250.00
2014-11-29	Run 37,994	250.00
2014-11-29	Run 38,002	300.00
2014-11-29	Run 37,886	609.00
2014-11-29	Run 37,969	621.00
2014-11-29	Run 37,892	669.00
2014-11-29	Run 37,884	729.00
2014-11-29	Run 37,928	736.01
2014-11-29	Run 37,987	759.00
2014-11-29	Run 37,963	781.00
2014-11-29	Run 37,967	807.00
2014-11-29	Run 37,909	807.00
2014-11-29	Run 37,958	821.00
2014-11-29	Run 37,916	867.00
2014-11-29	Run 37,943	881.00
2014-11-29	Run 37,999	893.00
2014-11-30	Run 38,036	50.00
2014-11-30	Run 38,040	86.08
2014-11-30	Run 38,058	96.82
2014-11-30	Run 38,092	98.68
2014-11-30	Run 38,045	99.97
2014-11-30	Run 38,041	101.55
2014-11-30	Run 38,043	150.00
2014-11-30	Run 38,081	250.00
2014-11-30	Run 38,121	300.00
2014-11-30	Run 38,057	597.00
2014-11-30	Run 37,989	657.00
2014-11-30	Run 38,007	771.00
2014-11-30	Run 38,003	783.00
2014-11-30	Run 38,034	783.00
2014-11-30	Run 38,033	789.00
2017 II-30	1.01.00,000	789.00

2014-11-30	Run 38,079	857.00
2014-11-30	Run 38,015	1,089.00
2014-12-01	Run 38,132	71.90
2014-12-01	Run 38,191	84.08
2014-12-01	Run 38,119	84.22
2014-12-01	Run 38,175	84.50
2014-12-01	Run 38,145	86.65
2014-12-01	Run 38,221	90.66
2014-12-01	Run 38,164	
2014-12-01	Run 38,153	94.82
	,	100.00
2014-12-01	Run 38,220	136.60
2014-12-01	Run 38,202	150.00
2014-12-01	Run 38,204	150.00
2014-12-01	Run 38,213	549.00
2014-12-01	Run 38,100	549.00
2014-12-01	Run 38,199	609.00
2014-12-01	Run 38,155	657.00
2014-12-01	Run 38,197	721.00
2014-12-01	Run 38,241	757.00
2014-12-01	Run 38,189	783.00
2014-12-01	Run 38,172	793.00
2014-12-01	Run 38,277	817.00
2014-12-01	Run 38,251	843.00
2014-12-01	Run 38,196	879.00
2014-12-02	Run 38,346	88.66
2014-12-02	Run 38,349	88.94
2014-12-02	Run 38,321	100.00
2014-12-02	Run 38,368	100.00
2014-12-02	Run 38,250	150.00
2014-12-02	Run 38,300	150.00
2014-12-02	Run 38,369	150.00
2014-12-02	Run 38,299	228.60
2014-12-02	Run 38,330	250.00
2014-12-02	Run 38,336	255.79
2014-12-02	Run 38,340	327.34
2014-12-02	Run 38.278	609.00
2014-12-02	Run 38,350	709.00
2014-12-02	Run 38,364	711.00
2014-12-02	Run 38,306	745.00
2014-12-02	Run 38,396	747.00
2014-12-02	Run 38,372	771.00
2014-12-02	Run 38,243	771.00
2014-12-02	Run 38,243	807.00
2014-12-02	Run 38,365	
		817.00
2014-12-02	Run 38,371	829.00
2014-12-02 2014-12-02	Run 38,344	843.00
2014-12-02	Run 38,351	867.00

2014-12-03	Run 38,447	83.22
2014-12-03	Run 38,432	87.80
2014-12-03	Run 38,438	150.00
2014-12-03	Run 38,470	391.86
2014-12-03	Run 38,522	537.00
2014-12-03	Run 38,471	573.00
2014-12-03	Run 38,501	573.00
2014-12-03	Run 38,516	585.00
2014-12-03	Run 38,468	621.00
2014-12-03	Run 38,466	633.00
2014-12-03	Run 38,381	645.00
2014-12-03	Run 38,479	747.00
2014-12-03	Run 38,499	771.00
2014-12-03	Run 38,465	783.00
2014-12-03	Run 38,436	797.00
2014-12-03	Run 38,403	821.00
2014-12-03	Run 38,515	831.00
2014-12-03	Run 38,416	855.00
2014-12-03	Run 38,514	862.00
2014-12-03	Run 38,502	879.00
2014-12-03	Run 38,401	893.00
2014-12-03	Run 38,472	929.00
2014-12-04	Run 38,577	87.94
2014-12-04	Run 38,607	88.23
2014-12-04	Run 38,605	125.00
2014-12-04	Run 38,583	150.00
2014-12-04	Run 38,496	150.00
2014-12-04	Run 38,599	250.00
2014-12-04	Run 38,565	537.00
2014-12-04	Run 38,498	543.00
2014-12-04	Run 38,497	543.00
2014-12-04	Run 38,636	573.00
2014-12-04	Run 38,647	771.00
2014-12-04	Run 38,630	809.00
2014-12-04	Run 38,608	833.00
2014-12-04	Run 38,552	833.00
2014-12-04	Run 38,585	881.00
2014-12-04	Run 38,538	893.00
2014-12-05	Run 38,690	83.36
2014-12-05	Run 38,928	113.43
2014-12-05	Run 38,622	133.80
2014-12-05	Run 38,651	150.00
2014-12-05	Run 38,796	150.00
2014-12-05	Run 38,779	250.00
2014-12-05	Run 38,756	262.74
2014-12-05	Run 38,674	300.00
2014-12-05	Run 38,794	573.00

2014-12-05	Run 38,716	621.00
2014-12-05	Run 38,787	645.00
2014-12-05	Run 38,682	693.00
2014-12-05	Run 38,714	709.00
2014-12-05	Run 38,620	717.00
2014-12-05	Run 38,652	855.00
2014-12-05	Run 38,735	879.00
2014-12-05	Run 38,612	881.00
2014-12-05	Run 38,755	881.00
2014-12-05	Run 38,759	917.00
2014-12-06	Run 38,848	94.67
2014-12-06	Run 38,868	100.00
2014-12-06	Run 38,801	150.00
2014-12-06	Run 38,858	150.00
2014-12-06	Run 38,904	150.00
2014-12-06	Run 38,898	150.00
2014-12-06	Run 38,866	183.00
2014-12-06	Run 38,824	561.00
2014-12-06	Run 38,906	585.00
2014-12-06	Run 38,829	658.00
2014-12-06	Run 38,879	683.00
2014-12-06	Run 38,815	729.00
2014-12-06	Run 38,845	795.00
2014-12-06	Run 38,865	809.00
2014-12-06	Run 38,892	843.00
2014-12-06	Run 38,835	845.00
2014-12-06	Run 38,867	869.00
2014-12-07	Run 38,872	100.00
2014-12-07	Run 38,936	140.00
2014-12-07	Run 38,991	271.10
2014-12-07	Run 38,917	609.00
2014-12-07	Run 38,875	673.00
2014-12-07	Run 38,982	709.00
2014-12-07	Run 38,955	721.00
2014-12-07	Run 38,979	754.00
2014-12-07	Run 39,137	783.00
2014-12-07	Run 38,922	807.00
2014-12-07	Run 38,907	831.00
2014-12-07	Run 38,940	833.00
2014-12-08	Run 39,073	20.00
2014-12-08	Run 39,075	77.20
2014-12-08	Run 39,099	83.79
2014-12-08	Run 39,052	109.80
2014-12-08	Run 39,059	121.80
2014-12-08	Run 39,103	125.00
2014-12-08	Run 39,102	150.00
2014-12-08	Run 39,040	300.00

2014-12-08 Run 39,272 609 2014-12-08 Run 39,045 637. 2014-12-08 Run 39,096 658. 2014-12-08 Run 39,096 658. 2014-12-08 Run 39,096 697. 2014-12-08 Run 39,093 783. 2014-12-08 Run 39,093 783. 2014-12-08 Run 39,093 845. 2014-12-08 Run 39,089 845. 2014-12-08 Run 39,027 937. 2014-12-08 Run 39,027 937. 2014-12-08 Run 39,021 1,061. 2014-12-08 Run 39,0220 100. 2014-12-09 Run 39,121 10. 2014-12-09 Run 39,121 106. 2014-12-09 Run 39,210 100. 2014-12-09 Run 39,216 300. 2014-12-09 Run 39,216 300. 2014-12-09 Run 39,144 633. 2014-12-09 Run 39,144 833. 2014-12-09 Run 39,144 833. <t< th=""><th>20</th></t<>	20
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2014-12-10 Run 39,416 745.	
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2014-12-10 Run 39,318 809.	
2014-12-10 Run 39,277 869.	
2014-12-10 Run 39,338 910.	
2014-12-11 Run 39,448 18.	
2014-12-11 Run 39,393 24.	
2014-12-11 Run 39,409 83.	
2014-12-11 Run 39,386 89.	
2014-12-11 Run 39,361 97.	

2014-12-11	Run 39,373	126.60
2014-12-11	Run 39,406	150.00
2014-12-11	Run 39,425	160.00
2014-12-11	Run 39,395	250.00
2014-12-11	Run 39,358	425.74
2014-12-11	Run 39,369	597.00
2014-12-11	Run 39,412	697.00
2014-12-11	Run 39,370	771.00
2014-12-11	Run 39,446	783.00
2014-12-11	Run 39,421	807.00
2014-12-11	Run 39,418	831.00
2014-12-11	Run 39,426	833.00
2014-12-11	Run 39,440	833.00
2014-12-11	Run 39,377	869.00
2014-12-11	Run 39,372	898.00
2014-12-12	Run 39,536	71.62
2014-12-12	Run 39,553	86.94
2014-12-12	Run 39,535	150.00
2014-12-12	Run 39,474	300.00
2014-12-12	Run 39,455	537.00
2014-12-12	Run 39,569	658.00
2014-12-12	Run 39,479	697.00
2014-12-12	Run 39,508	697.00
2014-12-12	Run 39,519	697.00
2014-12-12	Run 39,472	729.00
2014-12-12	Run 39,494	771.00
2014-12-12	Run 39,491	869.00
2014-12-12	Run 39,524	915.00
2014-12-13	Run 39,629	17.82
2014-12-13	Run 39,628	83.65
2014-12-13	Run 39,659	83.93
2014-12-13	Run 39,615	89.95
2014-12-13	Run 39,645	93.38
2014-12-13	Run 39,609	94.96
2014-12-13	Run 39,646	100.00
2014-12-13	Run 39,585	126.09
2014-12-13	Run 39,607	129.00
2014-12-13	Run 39,658	150.00
2014-12-13	Run 39,686	150.00
2014-12-13	Run 39,665	150.00
2014-12-13	Run 39,596	150.00
2014-12-13	Run 39,564	430.58
2014-12-13	Run 39,555	609.00
2014-12-13	Run 39,626	657.00
2014-12-13	Run 39,600	681.00
2014-12-13	Run 39,634	745.00
2014-12-13	Run 39,643	745.00

2014-12-13	Run 39,603	809.00
2014-12-13	Run 39,681	845.00
2014-12-13	Run 39,608	881.00
2014-12-13	Run 39,582	891.00
2014-12-13	Run 39,636	905.00
2014-12-14	Run 39,725	90.42
2014-12-14	Run 39,704	92.09
2014-12-14	Run 39,669	93.24
2014-12-14	Run 39,727	93.53
2014-12-14	Run 39,705	150.00
2014-12-14	Run 39,744	150.00
2014-12-14	Run 39,682	226.03
2014-12-14	Run 39,708	250.00
2014-12-14	Run 39,742	301.54
2014-12-14	Run 39,874	747.00
2014-12-14	Run 39,675	759.00
2014-12-14	Run 39,746	783.00
2014-12-14	Run 39,739	845.00
2014-12-14	Run 39,764	845.00
2014-12-14	Run 39,760	879.00
2014-12-14	Run 39,668	881.00
2014-12-15	Run 39,774	100.00
2014-12-15	Run 39,762	150.00
2014-12-15	Run 39,894	150.00
2014-12-15	Run 39,896	150.00
2014-12-15	Run 39,775	156.21
2014-12-15	Run 39,847	561.00
2014-12-15	Run 39,851	621.00
2014-12-15	Run 39,853	671.00
2014-12-15	Run 39,808	759.00
2014-12-15	Run 39,865	797.00
2014-12-15	Run 39,784	857.00
2014-12-16	Run 39,913	24.25
2014-12-16	Run 39,968	49.86
2014-12-16	Run 39,998	75.20
2014-12-16	Run 39,940	78.06
2014-12-16	Run 39,997	89.52
2014-12-16	Run 40,008	92.09
2014-12-16	Run 39,867	100.45
2014-12-16	Run 39,926	100.69
2014-12-16	Run 39,959	382.18
2014-12-16	Run 39,991	454.71
2014-12-16	Run 39,917	585.00
2014-12-16	Run 39,920	659.00
2014-12-16	Run 40,138	747.00
2014-12-16	Run 39,942	809.00
2014-12-17	Run 40,047	70.47

2014-12-17	Run 40,027	85.81
2014-12-17	Run 40,043	88.16
2014-12-17	Run 40,048	104.70
2014-12-17	Run 40,093	150.00
2014-12-17	Run 40,035	155.05
2014-12-17	Run 40,000	250.00
2014-12-17	Run 40,120	285.00
2014-12-17	Run 40,080	573.00
2014-12-17	Run 40,000	633.00
2014-12-17	Run 40,031	697.00
2014-12-17	Run 40,045	747.00
2014-12-17	Run 40,095	747.00
2014-12-17	Run 40,118	783.00
2014-12-17	Run 40,071	795.00
2014-12-17	Run 40,081	843.00
2014-12-17	Run 40,001	845.00
2014-12-17	Run 40,075	881.00
2014-12-18	Run 40,211	8.82
2014-12-18	Run 40,183	76.92
2014-12-18	Run 40,146	83.79
2014-12-18	Run 40,208	92.38
2014-12-18	Run 40,103	94.10
2014-12-18	Run 40,196	97.82
2014-12-18	Run 40,220	549.00
2014-12-18	Run 40,152	561.00
2014-12-18	Run 40,197	561.00
2014-12-18	Run 40,104	561.00
2014-12-18	Run 40,177	585.00
2014-12-18	Run 40,117	817.00
2014-12-19	Run 40,218	70.19
2014-12-19	Run 40,266	70.47
2014-12-19	Run 40,282	94.96
2014-12-19	Run 40,288	100.00
2014-12-19	Run 40,239	150.00
2014-12-19	Run 40,276	549.00
2014-12-19	Run 40,305	609.00
2014-12-19	Run 40,269	745.00
2014-12-19	Run 40,319	747.00
2014-12-19	Run 40,302	795.00
2014-12-19	Run 40,252	855.35
2014-12-19	Run 40,285	875.00
2014-12-19	Run 40,240	917.00
2014-12-20	Run 40,415	91.38
2014-12-20	Run 40,382	150.00
2014-12-20	Run 40,394	150.00
2014-12-20	Run 40,431	552.19
2014-12-20	Run 40,370	645.00

2014-12-20	Run 40,402	697.00
2014-12-20	Run 40,386	771.00
2014-12-20	Run 40,400	771.00
2014-12-20	Run 40,332	783.00
2014-12-20	Run 40,365	789.00
2014-12-20	Run 40,375	793.00
2014-12-20	Run 40,395	795.00
2014-12-20	Run 40,401	795.00
2014-12-20	Run 40,326	845.00
2014-12-21	Run 40,552	90.52
2014-12-21	Run 40,485	94.24
2014-12-21	Run 40,520	94.96
2014-12-21	Run 40,537	150.00
2014-12-21	Run 40,538	150.00
2014-12-21	Run 40,477	182.47
2014-12-21	Run 40,462	585.00
2014-12-21	Run 40,501	585.00
2014-12-21	Run 40,471	661.00
2014-12-21	Run 40,518	697.00
2014-12-21	Run 40,468	709.00
2014-12-21	Run 40,491	709.00
2014-12-21	Run 40,546	809.00
2014-12-21	Run 40,479	857.00
2014-12-22	Run 40,648	549.00
2014-12-22	Run 40,583	669.00
2014-12-22	Run 40,665	809.00
2014-12-22	Run 40,571	821.00
2014-12-22	Run 40,593	886.00
2014-12-23	Run 40,772	113.86
2014-12-23	Run 40,708	114.86
2014-12-23	Run 40,722	150.00
2014-12-23	Run 40,724	250.00
2014-12-23	Run 40,746	733.00
2014-12-23	Run 40,744	783.00
2014-12-23	Run 40,698	783.00
2014-12-23	Run 40,721	797.00
2014-12-23	Run 40,734	833.00
2014-12-23	Run 40,774	843.00
2014-12-24	Run 40,761	150.00
2014-12-24	Run 40,833	150.00
2014-12-24	Run 40,815	455.18
2014-12-25	Run 40,889	843.00
2014-12-26	Run 41,016	82.79
2014-12-26	Run 41,008	93.53
2014-12-26	Run 41,034	150.00
2014-12-26	Run 40,960	1,045.00
2014-12-27	Run 41,073	685.00

2014-12-27	Run 41,158	819.00
2014-12-27	Run 41,059	977.00
2014-12-27	Run 41,233	150.00
2014-12-28	Run 41,197	621.00
2014-12-20	Run 41,268	597.00
2014-12-29	Run 41,415	771.00
2014-12-29	Run 41,345	881.00
2014-12-29	Run 41,345	905.00
2014-12-29	Run 41,405	100.00
2014-12-30	Run 41,405	150.00
2014-12-30	Run 41,507	549.00
2014-12-30	Run 41,494	795.00
2014-12-30	Run 41,502	845.00
2014-12-30	Run 41,496	843.00
2014-12-30	Run 41,581	50.00
2014-12-31	Run 41,599	70.19
2014-12-31	Run 41,599 Run 41,570	92.67
2014-12-31	Run 41,578	100.00
2014-12-31	Run 41,633	100.00
2014-12-31	Run 41,632	649.00
2014-12-31	Run 64	84.66
2015-01-01	Run 28	831.00
2015-01-01	Run 37	905.00
2015-01-01	Run 138	96.30
2015-01-02	Run 117	105.16
2015-01-02	Run 261	745.00
2015-01-03	Run 418	100.00
2015-01-04	Run 790	549.00
2015-01-06	Run 569	77.14
2015-01-06	Run 530	561.00
2015-01-06	Run 545	609.00
2015-01-07	Run 681	809.00
2015-01-08	Run 799	549.00
2015-01-08	Run 852	597.00
2015-01-10	Run 1,109	95.28
2015-01-11	Run 1,143	86.99
2015-01-12	Run 1,208	585.00
2015-01-12	Run 1,424	76.85
2015-01-14	Run 1,487	75.84
2015-01-17	Run 1,837	561.00
2015-01-17	Run 1,745	821.00
2015-01-20	Run 2,245	100.00
2015-01-20	Run 2,080	771.00
2015-01-21	Run 2,232	745.00
2015-01-29	Run 3,535	809.00
2015-01-29	Run 3,680	1,028.00
2015-02-03	Run 3,262	561.00
2010-02-03	1,202	501.00

2015-02-04	Run 3,416		886.00
2015-02-11	Run 4,370		709.00
2015-02-13	Run 4,613		759.00
2015-02-13	Run 4,550		759.00
2015-02-14	Run 4,631		609.00
2015-02-16	Run 4,871		649.00
2015-02-18	Run 5,165		537.00
2015-02-19	Run 5,245		797.00
2015-02-20	Run 5,369		1,344.00
2015-02-21	Run 5,357		597.00
2015-02-21	Run 5,488		869.00
2015-02-24	Run 5,809		549.00
2015-02-24	Run 5,808		645.00
2015-02-27	Run 6,072		85.83
2015-02-28	Run 6,193		745.00
2015-03-01	Run 6,319		833.00
2015-03-03	Run 6,494		597.00
2015-03-06	Run 6,999		733.00
2015-03-21	Run 8,782		759.00
# Transports	= 3,305	Total Requested Write-Off =	1,594,962.56

RESOLUTION R2015-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING THAT CERTAIN ACCOUNTS OWED TO THE EMERGENCY MEDICAL SERVICE FUND BE WRITTEN OFF AS UNCOLLECTIBLE BAD DEBTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, certain accounts totaling \$1,594,962.56 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in "Attachment A - Q3 FY14/15 BDWO" and made part hereof by reference; and

WHEREAS, diligent efforts have been made to collect the amounts as shown on the attached list.

NOW, THEREFORE, it is resolved by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. The recitals above are true and correct, and adopted herein.

Section 2. These accounts receivable shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out her duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including but not limited to use of a collection agency under contract to Escambia County.

Section 3. This Resolution shall be effective upon adoption.

BE IT FURTHER RESOLVED, that all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

ADOPTED by the Escambia County Board of County Commissioners on the _____ day of _____, 2015.

Board of County Commissioners Escambia County, Florida

Steven Barry, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal

sufficiency, By/Title: Date:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8979	County Administrator's Report 13. 28.		
BCC Regular M	eeting Budget & Finance Consent		
Meeting Date:	09/24/2015		
Issue:	Pensacola Bay Center Ice Hockey License Agreement		
From:	Amy Lovoy, Assistant County Administrator		
Organization:	Asst County Administrator - Lovoy		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning the Pensacola Bay Center Ice Hockey License Agreement - Amy Lovoy, Assistant County Administrator

That the Board approve and authorize the Chairman to sign the Pensacola Bay Center Ice Hockey License Agreement between Escambia County, and Pensacola Ice, LLC, and SMG Corporation, with an effective date of April 15, 2015, for a three-year term ending with the 2017-2018 Hockey Season. Escambia County is currently under contract with SMG for day-to-day management of the Pensacola Bay Center, and the License Agreement for the presentation of professional ice hockey is in keeping with this contract.

[Funding: All revenue generated from fees resulting from this License Agreement will be deposited into Fund 409, Civic Center Fund]

BACKGROUND:

At the March 12, 2015 Committee of the Whole, the Board directed staff to move forward with negotiating a contract with the Ice Flyers for use of the Pensacola Bay Center, as well as a contract extension with management company SMG Corporation. The previous agreement with Pensacola Ice, owner of the Pensacola Ice Flyers team, was approved by the BCC on October 20, 2011.

In a general sense, the license agreement states that the team agrees to pay Escambia County a license fee for each game, plus a facility fee per each ticket sold in accordance with a bracketed sliding scale of paid attendees, with two specified exemptions of the facility fee. This fee schedule is in accord with previous Board direction on the terms of negotiation.

BUDGETARY IMPACT:

All revenue generated from fees resulting from this License Agreement will be deposited into Fund 409, Civic Center Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

The License Agreement was developed by the County Attorney Office, and has been approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of all such contracts regarding County property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Pensacola Bay Center Ice Hockey License Agreement

PENSACOLA BAY CENTER ICE HOCKEY LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of ______ 2015, by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida (hereinafter referred to as "Escambia County"), and Pensacola Ice, LLC, a foreign limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 27-8015181, and whose principal address is 3057 Illinois Place, Gulf Breeze, Florida 32563 (hereinafter referred to as "Team"), and SMG Corporation, a general partnership, whose federal employer identification number is 23-2511871, and whose address is 300 Conshohocken State Road, Suite 770, West Conshohocken, PA 19428 (hereinafter referred to as "Management Company").

WITNESSETH:

WHEREAS, Escambia County is the owner of the Pensacola Bay Center, a publicly owned civic center, located at 201 E. Gregory Street, Pensacola, Florida, consisting of approximately 7,702 permanent seats, lobbies, offices, spaces in halls, corridors, concession stands, supply rooms, and outdoor grounds; and

WHEREAS, Team desires to use the Pensacola Bay Center for the presentation of professional ice hockey and Escambia County believes such use is beneficial to the community; and

WHEREAS, on or about October 20, 2011, the parties entered into an Agreement setting forth material terms and conditions associated with Team's use of the Pensacola Bay Center;

WHEREAS, the parties wish to revise certain substantive terms of the prior Agreement and enter into this Agreement, which is intended to supersede the prior Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual terms, conditions, covenants, promises and agreements, contained herein and other good and valuable consideration, Escambia County and Team hereby agree as follows:

1. <u>Purpose</u>.

This Agreement hereby supersedes in its entirety the prior Agreement by and between Escambia County, Pensacola Ice, LLC, and SMG Corporation, dated October 20, 2011.

Escambia County contracts with Team and grants to it an exclusive license for the use of the Pensacola Bay Center to present professional ice hockey by its Team or other professional ice hockey teams. Team contracts with Escambia County and accepts an exclusive license to present professional ice hockey by its Team or other professional ice hockey teams for the benefit of the community.

2. <u>Definitions</u>.

As used in this Agreement the following terms shall have the following meanings:

a. "Actual Expenses" shall mean any charges or expenses for Event Staff incurred by Escambia County to provide use of the Ice Facilities.

b. "Emergency" shall mean any natural, technical, or manmade disaster any of which is capable of:

- 1. Threatening the life, health and safety of the public; or
- 2. Damaging and destroying property; or
- 3. Disrupting services and everyday business and recreational activities.

c. "Event Staff" shall mean all house staff (event coordinator or house manager, supervisors, ticket takers, ushers, medical/EMT, event attendants, door guards, scoreboard programmer, switchboard operator, risk manager), and security (uniformed security and in-house security). Event Staff may be either Pensacola Bay Center employees or independent contractors. Event Staff includes parking staff, production staff, maintenance staff and zamboni drivers.

d. "Governmental Impositions" shall mean all taxes, assessments, impact fees, transit taxes, excises, levies, licenses and permit fees and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, imposed by or through any Governmental Regulation, which at any time may be assessed, levied, imposed upon or arise or become due and payable out of or in respect of, or become a lien on the Pensacola Bay Center.

e. "Governmental Regulations" shall mean all laws, requirements, rules, orders, ordinances and regulations of the City of Pensacola, Escambia County, the State of Florida and the United States Government or other governmental authority and of each and every department, entity, bureau and duly authorized official thereof, and any successor of these entities, which laws, requirements, rules, orders, ordinances and regulations are now or may hereafter be effective.

f. "Gross Ticket Sales" shall mean all income received by Team directly from the sale of ice hockey tickets. Complimentary tickets shall not be included in the calculation of Gross Ticket Sales.

g. "Hockey Camps" shall mean ice hockey skill building camp for members of the public.

h. "Hockey Season" shall mean a minimum of 28 home games, plus any playoff or exhibition games, or whatever length of season and number of games required by the SPHL beginning October 15th and ending the day the last game is played but in no event later than April 15th of each year, or as otherwise may be adjusted by mutual agreement of the parties hereto.

i. "Home Ice Hockey Games" shall mean all professional ice hockey games played in the Pensacola Bay Center.

j. "Ice Hockey Area" shall mean the areas identified in Exhibit A, which include: 1) the ice area; 2), locker/dressing rooms for the team, visiting team, performers, game officials; and 3) a club room. The location of a medical room, space for members of the press, and equipment storage room shall be designated by Management Company and shall also be collectively referred to as a part of the Ice Hockey Area.

k. "Ice Facilities" shall mean the necessary facilities and equipment for the Pensacola Bay Center to accommodate the presentation of professional ice hockey and ice related activities and events.

I. "License Agreement" shall mean this instrument and any exhibit or document attached hereto or specifically incorporated by reference herein.

m. "Net Ticket Sales" shall mean Gross Ticket Sales less taxes, Facility Fees and other future charges required by Governmental Regulations.

n. "Notice" shall mean delivery in accordance with Paragraph 25.

o. "Other Staff" shall mean other personnel required for special needs related to ice events such as stewards, riggers and stagehands and other additional security and event personnel as may be requested by the Team in writing.

p. "Paid Attendance" and "Average Paid Attendance" shall mean the actual number of paid attendees, but shall not include comp tickets or season ticket holders not in attendance at the game.

q. "Parties" shall mean Team and Escambia County.

r. "Professional Staff" shall mean all hockey team members, coaches, public address announcer, scoreboard operator, and statisticians/scorekeepers.

s. "Season Ticket" shall mean 28 game package regardless of the number of buyers per package.

t. "Training Camp" shall mean ice hockey skill building camp for Team players.

u. "Weekend Dates" shall mean Friday and Saturday.

3. <u>Term and Extension.</u>

The effective date of this Agreement shall be April 15, 2015, and shall remain in effect for a term of three (3) years until the end of the 2017-2018 Hockey Season.

4. <u>Permitted Use of Hockey Area and Ice Facilities.</u>

During Hockey Season. Team shall have the right to use the Ice а. Hockey Area solely for the purpose of conducting live professional ice hockey games by Team or other professional ice hockey teams, Training Camps, promotional events, and team practices. Any other uses by Team shall require separate agreement with Escambia County. Team acknowledges Escambia County may, at its discretion, use the Ice Facilities at other times during the Hockey Season for the presentation of ice shows, public skating, skate rental, youth ice hockey games and activities without interference with the presentation of professional or collegiate ice hockey by Team; however, Management Company may schedule youth ice hockey games and activities on the same days that Home Ice Hockey Games are played only with the consent of the Team. Team acknowledges other portions of the Pensacola Bay Center may be rented to members of the public for private use for a fee during Hockey Season without interference with Team's presentation of professional ice hockey. Escambia County retains the right to any revenues generated from all ice shows, public skating, skate rental, youth ice hockey games and activities, private rental or other events other than the presentation of professional ice hockey by Team. Team retains the right to any revenues generated from Team promoted promotional events related to ice hockey during Hockey Season pursuant to terms and conditions of a separate agreement to be mutually agreed upon by the Parties, but in no case shall the cost for such use exceed the hourly rate for ice rental charged to the general public.

b. <u>Presentation of Professional Hockey.</u> The presentation of professional or collegiate ice hockey in any form, during Hockey Season, involving any team, including any NHL team, shall first be presented to Team, who shall have the right of first refusal to coordinate, arrange for, share in, or otherwise receive the proceeds from such a scheduled event should they so elect. Team shall exercise such right within five (5) business days after the Management Company presents such an offer to it.

Team Public Skating Sessions. Management Company shall C. offer up to twelve (12) public skating sessions to Team during the Hockey Season. Use of Ice Facilities for Team public skating sessions will be based upon availability as determined by Management Company and all sessions must be scheduled at least five (5) business days in advance. Each session shall be 90 minutes in duration. A maximum of 175 tickets may be sold per session at the current rates as determined by Management Company. The County through its Management Company shall be the primary distributor and trustee for all tickets. All tickets must be sold at the box office in the Pensacola Bay Center or through a bonded ticket printing company, such as Ticketmaster. Team retains the right to any ticket sale revenues generated from Team public skating events, excluding related Event Staff expenses and applicable sales taxes. A full and complete accounting and settlement of all related revenues and expenses will be conducted by Management Company on a monthly basis. No rental fee shall be charged to the Team for skates utilized during these sessions; however, skates damaged or destroyed shall be replaced at Team's expense.

5. Management Company.

Team acknowledges Escambia County is currently under contract with SMG Corporation, and/or its affiliates, and may in the future contract with other management companies (hereinafter collectively referred to as "the Management Company") for day to day management of the Pensacola Bay Center. As a part of its existing contract with Management Company and with future Management Companies, Escambia County may allocate a portion of its Ice Hockey Fees and Expenses as defined in Paragraph 6 to its Management Company. Any future contracts entered into by Escambia County with a Management Company shall not conflict nor interfere with the terms and conditions of this Agreement. This Agreement shall be amended in writing to identify any future Management Company in the event the existing contractual relationship with SMG Corporation is terminated.

6. Ice Hockey Fees and Expenses.

a. <u>License Fee, Facility Fees, Box Office Charges, and Credit Card</u> <u>Fees.</u> Team agrees to pay Escambia County: 1) Two Thousand Dollars (\$2,000.00) per game as a License Fee, plus a Facility Fee per ticket sold as set forth herein; 2) all applicable credit card fees incurred by County's box office. Team agrees to pay any applicable sales tax on License Fees, which may be due.

A Facility Fee will be assessed per ticket sold in accordance with the following:

Paid Attendees	Facility Fee	
For the first 1,999	\$3.00	
For ticket sales between 2,000 and 2,249	\$2.50	
For ticket sales between 2,250 and 2,499	\$2.00	
For ticket sales between 2,500 and 2,749	\$1.50	
For ticket sales between 2,750 and 2,999	\$1.00	
For ticket sales greater than or equal to 3,000	\$0.50	·····

Team agrees not to request that the County grant a waiver, in whole or in part, for any applicable fees and expenses referenced above. Should County unilaterally grant Team a waiver of any fees or expenses said amounts shall be paid by County to SMG with funds allocated from the Fourth Cent Tourist Development Tax revenues in accordance with applicable law.

In accordance with the terms of Paragraph 8(e), Team shall be granted a waiver of the applicable Facility Fee for two (2) Home Ice Hockey Games during the Hockey Season.

b. <u>Capital Improvements.</u> Any and all eligible costs incurred for capital improvements associated with the presentation of ice hockey and ice related activities and events shall be paid with funds allocated from Local Option Sales Tax revenues unless the Parties should mutually agree to otherwise fund such improvements by increasing applicable fees or expenses paid by Team.

c. <u>Staffing Expenses.</u> Team shall provide and pay for all Professional Staff. Except as otherwise provided in Paragraph 7(c), Escambia County shall provide and pay for all Event Staff. Other Staff shall be mutually agreed to by the Parties under separate agreement.

d. <u>Office Space Fee</u>. Team shall not be charged a fee for use of office space as shown on Exhibit B. Any loss or damage to personal items stored in any available office space shall be the sole responsibility of Team. Team shall remain responsible for all telephone, renovation and maintenance expenses associated with operation of the office space. Utilities are included as part of the License Fee.

e. <u>Meeting Room Fee.</u> Team shall not be charged a fee for periodic use of meeting rooms for ice hockey related activities as shown on Exhibit B on an "as available" basis with reasonable Notice to Management Company of the need for such use. Any loss or damage to personal items stored in any available meeting room shall be the sole responsibility of Team.

f. <u>Club Room Fee and Revenues</u>. Team shall not be charged a fee for use and operation of a Club Room during ice hockey games. Team shall have the exclusive right to sell memberships to the Club Room and retain all revenues earned from the sale of memberships.

Escambia County shall have the exclusive right to sell food and beverages in the Club Room at all times and shall retain all revenues earned therefrom. The Parties acknowledge Escambia County may contract with its Management Company to share any revenues earned through beverage sales in the Club Room. In the event Escambia County should decide not to provide food and beverage service in the Club Room. Escambia County shall notify the Team by June 1st preceding the beginning of the Hockey Season if it should decide not to provide food and beverage service in the Club Room.

Access to the Club Room and other meeting rooms in the Bay Center that may be utilized by the Team for special promotional pregame events will be made available one and one/half hours prior to game time or such other times as mutually agreed to by Team and Management Company.

g. <u>Press Room.</u> Team shall not be charged a fee for use and operation of a Press Room. The Parties shall agree upon a location of the Press Room. The Press Room shall be used to accommodate the needs of the press during Home Ice Hockey Games. Notwithstanding Paragraph 6(n) <u>Concession Sales of Food and Beverages</u>, Team shall have a right to distribute food and beverages to members of the press located in the Press Room free of charge. Team agrees it shall remain responsible for the cost of all food, if any, utensils, plates, clean up, etc. as well as all other expenses related to accommodating the needs of the press during Home Ice Hockey Games and pay Escambia County clean up labor costs incurred by Management Company if not done.

h. <u>Parking Space.</u> Team shall be allocated parking spaces free of charge in a designated area for use during all Home Ice Hockey Game days as follows:

31-- ADA compliant parking spaces66-- Game day parking spaces189-- Season ticket holders parking spaces

Team shall be allocated fifteen (15) parking spaces during all other times unless otherwise required for parking of oversized vehicles related to other events at the Pensacola Bay Center upon reasonable Notice from Management Company.

i Center Hung Scoreboard and Available Permanent Signage Advertising Revenues. The Team shall have the right to sell advertising packages on the center ice scoreboard and available permanent signage for the term of this Agreement. It is understood and agreed by the parties that Escambia County is not a partner or co-venturer with the Team as it relates to any advertising packages sold by the Team under this section nor does Escambia County in any manner pledge the County's credit or obligate the County to pay any public funds upon the default of the Team to a third party advertiser. If sold by Team, the Team and Escambia County shall share any and all rights to advertising revenue generated from advertising on the permanent scoreboard over the center of the ice rink and all revenues generated from the sale of other available permanent signage advertising sold by Team on the basis of a seventy-five percent (75%) to Team and twenty-five percent (25%) to Escambia County. If sold by County/Management Company, Escambia County shall retain all rights to advertising revenue generated from advertising on the permanent scoreboard over the center of the ice rink and all revenues generated from the sale of other advertising sold by County/Management Company. It is agreed and understood by both Parties that the center ice scoreboard shall be the sole property of Escambia County, and the use thereof shall return exclusively to Escambia County if this Agreement is terminated.

All advertising sales on the center hung scoreboard and available permanent signage shall be submitted to Escambia County through the Management Company for review and approval. Escambia County through the Management Company reserves the right to disapprove of any advertising incompatible with the public use of the Pensacola Bay Center. Escambia County through the Management Company agrees to promptly notify Team of its approval, which shall not be unreasonably withheld.

The Parties understand that Escambia County reserves the right to continue in effect the existing product exclusivity permanent signage packages for soft drink products in and on the property of the Pensacola Bay Center. Should the Team wish to sell a product exclusivity for signage on the permanent center ice scoreboard or other signage sold by the Team, such agreement must be approved in writing by Escambia County and the Management Company, prior to the Team entering into such an agreement.

Escambia County will be under no obligation to use products or services provided by any center ice scoreboard or other Team advertiser unless mutually agreed to by all Parties prior to the execution of a contract.

j. <u>Novelties and Souvenirs Sales & Proceeds.</u> Escambia County agrees to grant Team the exclusive right to sell all ice hockey team related merchandise, novelties and souvenirs and the souvenir game program magazine at all

professional ice hockey games played in the Pensacola Bay Center. Team agrees it shall remain responsible for the cost of all ice hockey team related merchandise, novelties and souvenirs and the souvenir game program magazine and novelties as well as all expenses, including payroll, workers' compensation, Governmental Impositions, shipping and other expenses related to the sale of all items sold by Team. Team agrees to be responsible for set-up, take-down, storage and clean-up of all novelty stands unless used by Management Company, its employees or agents. Escambia County reserves the right to restrict the sale by Team of any items deemed by Escambia County to be incompatible with a "family" event brought to the attention of Escambia County. Team shall provide its own charge card terminal for the sale of goods. Team shall be allowed to use the Management Company novelty stands for the sale of goods.

k. <u>Temporary Signs and Banner Advertising.</u> Escambia County agrees to grant Team the exclusive right to sell all temporary signs and banner advertising at all of its Home Ice Hockey Games in the Pensacola Bay Center. Team agrees it shall remain responsible for the cost of all temporary signs and banners as well as all expenses, including payroll, workers' compensation, Governmental Impositions, shipping and other expenses related to the sale of advertising. Team shall have the right to retain 100% of all revenues generated from such sales.

Temporary signs and banners are defined as non-electronic signs, which do not interfere with the visibility of permanent signs and are made of cloth, canvas or similar materials and meet all Governmental Regulations. These temporary signs and banners may only be displayed inside the ice hockey seating areas and outside concourses in locations approved by Management Company prior to pre-season sale. Said approval shall not be unreasonably withheld by Management Company. Team shall not be allowed to cover any of Escambia County's permanent signage nor permit advertising on temporary signs and banners by a competitor of an entity currently under contract with Escambia County for year-round product exclusivity permanent signage. Team is prohibited from granting rights of exclusive product sales in the Pensacola Bay Center as a part of Team's temporary signage agreements unless mutually agreed to by the Parties.

Team agrees to offer Escambia County's current permanent signage advertisers the right of first refusal for product category advertising on Team's temporary signs and banners. Escambia County's current permanent signage advertisers shall have two (2) weeks after the right of first refusal is offered to accept by giving Notice to Team. Escambia County reserves the right to approve products endorsed by temporary advertisers, such approval shall not be unreasonably withheld or delayed. Team shall be responsible for the production of and putting up and removing of all temporary signs and banners immediately before and after each Home Ice Hockey Game, except that 1) if the locations for hanging the banners are in areas of the facility to which Escambia County does not permit access due to unsafe conditions; or 2) if there are no scheduled events between Home Ice Hockey Games. In the event Team is not permitted to access areas for removal of temporary signs and banners, Management Company's employees shall hang the banners and Team shall reimburse Escambia County for the costs associated with such banner hanging.

I. <u>Dasher, Zamboni and Ice Advertising Proceeds.</u> Team shall have the exclusive right to advertise and to retain all revenues generated from the sale of ice hockey dasher board signage, zamboni signage and ice floor signage. Team agrees it shall remain responsible for the cost of all expenses, including payroll, workers' compensation, Governmental Impositions, shipping and other expenses related to the sale of advertising on dasher boards, zamboni and the ice floor. However, Escambia County agrees to pay for any expenses related to ice removal and restoring the ice to the condition in which it existed prior to removal. Escambia County shall remain responsible for damage caused to dasher signs and ice floor signs during ice removal and restoration, except for normal wear and tear, in an amount not to exceed \$1,000 per sign.

It is understood and agreed by the parties that Escambia County is not a partner or co-venturer with the Team as it relates to any advertising sold by the Team under this section nor does Escambia County in any manner pledge the County's credit or obligate the County to pay any public funds upon the default of the Team to a third party advertiser.

m. <u>Program and Television Proceeds.</u> Team shall retain all rights and revenues for radio and television broadcasting for all Home Ice Hockey Games and shall be allowed to broadcast or telecast its Home Ice Hockey Games from within the Pensacola Bay Center. Team shall remain responsible for payment to Escambia County for any Actual Expenses in excess of License Fees due that may be incurred by Escambia County in order to accommodate radio and television broadcasting. Escambia County agrees that Team has the exclusive right to use, distribute or license any performance by the Team or individual players under this Agreement for any form of broadcast or telecast, including Pay TV and Cable TV, and any form of cassette or cartridge system, or other means of video or audio distribution known or unknown. Team shall not be charged an origination fee for any broadcasting from the Pensacola Bay Center.

n. <u>Concession Sales of Food and Beverages.</u> The rights to the sale and distribution of all food and beverage at all times are reserved to Escambia County. Neither Team nor any other person or entity shall sell or otherwise distribute any and all food, soft drinks, confections, tobacco, alcoholic beverages or other food in the Pensacola Bay Center except with the express written permission of Escambia County or as provided in Paragraph 6 (f) <u>Club Room Fee and Revenues</u> and Paragraph 6 (g) <u>Press Room</u>.

7. <u>Schedule.</u>

a. <u>Home Ice Hockey Games.</u> The parties agree Team shall play a minimum of 28 ice hockey games or the number of games required by the SPHL in the Pensacola Bay Center. In accordance with SPHL requirements, Escambia County shall give Team an original list of available dates for required submission to the SPHL each year. The list of available dates may include up to 20 weekend dates and said weekend dates may not be more than 21 days apart. Escambia County shall have the right to schedule other events for dates during the Ice Hockey Season that are not on the original list.

Team shall notify Escambia County immediately but no later than five (5) business days after it receives its tentative and final schedule of season games from the office. If, after receiving the tentative or final schedule, Escambia County wishes to schedule an event that conflicts with a date scheduled for one of Team's Home Ice Hockey Games, Escambia County shall notify Team, who in turn shall contact the SPHL. Team and SPHL shall cooperate with Escambia County to resolve the conflict; and Team shall accommodate all requests to reschedule a Home Ice Hockey Game appearing on the final SPHL schedule of season games.

In the event County schedules an event during the Hockey Season and Team must reschedule a Home Ice Hockey Game to a weekday, Team shall be reimbursed at the end of the Hockey Season for any lost revenue up to but not to exceed \$10,000.00 per game. Lost revenue shall be calculated as the difference between actual Net Ticket Sales of the rescheduled game and the anticipated Net Ticket Sales based on the Average Paid Attendance for the day of the week of the originally scheduled game date.

b. <u>Playoff Games.</u> At the request of the SPHL, Team and Escambia County through its Management Company agree to negotiate in good faith scheduling of dates for playoff games upon reasonable notice from the SPHL League. The Parties agree to discuss the availability of weekend dates to reasonably accommodate playoff game and begin scheduling playoff games as soon as possible.

c. <u>Team Practices.</u> Team and its visiting team shall schedule team practices and Training Camps in the Ice Hockey Area on an "as available" basis with reasonable Notice to Escambia County.

In the event that Hockey Team fails to inform County of a canceled practice, for which the building was converted overnight, the Hockey Team will be

responsible for remitting to County the difference between regular pay and overtime pay for related Event Staff expenses incurred by County.

8. <u>Tickets.</u>

a. <u>Pricing and Policy.</u> Team shall have the right to establish the base price of Home Ice Hockey Game tickets. Any discounted or reduced price tickets shall be noted in the ticketing system. Escambia County's box office will not accept personal checks unless agreed to in writing by Team, but will accept cash and select credit cards for tickets sales to Home Ice Hockey Games. Team agrees to accept responsibility for paying Escambia County for any bad credit cards which have received authorization codes by a credit card company. Escambia County agrees to use due care in acceptance and verification of checks and credit cards unless otherwise advised in writing.

Team shall not sell or distribute in any fashion, tickets or passes unless otherwise provided herein. In any event, Team agrees to not sell or distribute in any fashion, tickets or passes in excess of the seating capacity of the Pensacola Bay Center for any Home Ice Hockey Game. Escambia County and its Management Company reserve the right to establish seating and ticket sale capacity in the Pensacola Bay Center. Team agrees any seats with limited or impaired vision will be marked as "Obstructed View." Notwithstanding the foregoing, Escambia County agrees to not engage in any alterations or improvements that would result in a decrease in the current 7,702 permanent seats without Notice to Team.

Team shall retain the right to make a determination of on-site ticket refunds for reasonable cause only during its period of ticket sales. Reasonable cause includes, but is not limited to, seats blocked by equipment or failure of the Ice Hockey Games to begin within a reasonable time after the scheduled starting time. Escambia County through its Management Company and Team shall cooperate and return refunds from the proceeds of ticket sales if due to act of God or other Emergency it becomes necessary to evacuate or close the Pensacola Bay Center before completion of a Home Ice Hockey Game is not otherwise rescheduled.

b. <u>Computerized Ticketing.</u> Escambia County shall be the primary distributor and trustee of all admission tickets, except for complimentary, Hockey Season tickets, and group ticket sales, unless otherwise provided herein. Escambia County shall purchase computerized tickets from a bonded ticket printing company, such as Ticketmaster, and said tickets shall be manifested, counted and distributed by Escambia County and Team as provided herein. Escambia County shall be responsible for providing any equipment necessary for ticket sales.

Escambia County through its Management Company shall maintain a box office in the Pensacola Bay Center, which shall be open during normal business hours Monday through Friday, and shall open on Home Ice Hockey Game days at 12:00 p.m. Saturdays and 2:00 p.m. Sundays for the sale of tickets, but in no event less than two hours before each Home Ice Hockey Game. Dates when tickets are placed on sale to the public shall be determined by mutual agreement between Team and Escambia County and shall not conflict with other Home Ice Hockey Games or events scheduled for the Pensacola Bay Center.

If Escambia County and Team agree to purchase ticket stock from a bonded ticket printing company in lieu of using Ticketmaster provided stock, then Team will agree to pay all associated charges for the stock and shipping. Team will be granted the exclusive rights to sell advertising on the ticket backs and retain all revenues less the associated charges. Escambia County and Team will jointly agree upon the amount of stock purchased and the distribution locations.

c. <u>Hockey Season Ticket Sales.</u> Team agrees to pay for the cost of preparation and printing of all season tickets and season ticket books.

Refunds for Hockey Season tickets, if any, in the event a Home Ice Hockey Game is cancelled shall be available from Team.

Both parties mutually agree to work together to provide VIP parking amenities according to industry standards.

d. <u>Complimentary Tickets.</u> Team shall provide Management Company with sixty (60) complimentary tickets per Home Ice Hockey Game.

Team may allocate up to a maximum of One Thousand Five Hundred (1,500) tickets as complimentary tickets per game to be traded out by Team. A one-dollar (\$1.00) fee will be charged to the Team for every complimentary ticket printed in excess of 1,500 per game. The one dollar (\$1.00) fee will not be applied to complimentary tickets issued to the Management Company.

e. Team shall be granted a waiver of the applicable Facility Fee for two (2) Home Ice Hockey Games during the Hockey Season provided that the base price for all tickets sold for each game does not exceed five dollars (\$5.00).

9. <u>Payments.</u>

A full and complete accounting and settlement of all rental, revenues and expenses will be conducted on a bi-weekly basis. Escambia County shall pay Team any amount remaining after deducting from Net Ticket Sales sums to be paid by Team pursuant to the terms of Paragraph 6(a). Escambia County shall deduct sales tax and remit sales tax revenues to the appropriate governmental entity. All revenues from the last two home ice hockey games of the hockey season shall be held by Management Company pending final accounting and settlement of the terms and conditions set forth in the Agreement.

10. <u>Government Impositions.</u>

Neither Escambia County nor its Management Company shall be responsible for payment of any Governmental Impositions associated with ticket sales and payments to other local, state or federal governmental entities unless sold by Escambia County's Management Company with the exception of the collection and remittance of sales tax on ticket sales by Management Company. Team shall be responsible for acquiring and shall pay the cost of any and all licenses and permits as may be required by authorities having jurisdiction over the Pensacola Bay Center and operations and activities therein.

11. Lost Articles.

Escambia County through its Management Company shall have the sole right to collect and have custody of, as gratuitous bailee, articles left, lost or checked in, on or about the Pensacola Bay Center by persons attending or participating in a Home Ice Hockey Game. Team shall not collect nor interfere with the collection or custody of such articles.

12. Parking.

The availability of parking shall not be deemed to guarantee security for the protection of personal property such as vehicles and their contents. Team, its employees and agents, all patrons, owners, tenants, team members or the public shall park at their own risk and expense. Pensacola Bay Center security arrangements are such that only random patrols are made of parking areas. Management Company reserves the right to establish the price for all parking and to sell all available parking for home ice hockey games.

13. <u>Performance Security.</u>

Team shall remain responsible for payment of any Actual Expenses payable in the event Team plays less than the number of Home Ice Hockey Games required by the SPHL League during any Hockey Season in which a Home Ice Hockey Game is played unless due to flood, fire, strike, acts of civil or military authorities, or by insurrection or riot, windstorms, hurricanes, tornadoes, act of God, or by any other cause that is unavoidable or beyond Team's control. All personal property belonging to Team located in the Pensacola Bay Center shall be subject to a lien and a security interest to secure amounts owed Escambia County and any damages resulting from Team's breach of this Agreement.

14. <u>Staffing.</u>

Escambia County through its Management Company shall determine levels of Event Staff. In the event Team disagrees with the designated level of staffing, the parties may mediate the dispute. Event Staff shall be dressed and operate in a professional manner. Emergency Medical Services (EMS) personnel provided under the existing contract with Management Company, shall continue to provide medical and ambulance services as specified under contract for patrons only and is not available for use by injured ice hockey team players unless needed for immediate transport of injured ice hockey players. Such medical services are not intended for Professional Staff. Other contracted ice events shall provide for their own medical personnel and needs. Ambulance service for team members will be available as needed but such service should be summoned through E-911 so service for patrons is not left unattended.

As the hockey and other ice events develop, both Team and Escambia County shall bring in additional service personnel as required to provide support. Additional requirements common to both hockey owners and facility providers shall be coordinated between respective representatives as well as recognition by both of areas where economies can be affected.

15. Admission to Pensacola Bay Center.

Team shall bear all liability for its hockey presentation, including but not limited to, spectator, patron, death or property damage resulting therefrom.

Escambia County through its Management Company reserves the right to evict persons from the Pensacola Bay Center for the following reasons:

a. Excessive offensive, profane language, or threatening language to other guests or employees of the Pensacola Bay Center.

b. Public Drunkenness.

c. Possession of firearms and controlled substances as defined by state law, fireworks, knives, horns, air horns, whistles, other irregular sound devices, bars, sticks, clubs, poles over 20", sling shots, fish nets or other net material, beach balls, frisbees, skateboards, roller skates, live pets---except seeing eye dogs or promotional items distributed by Team.

d. Refusing to move from an area or seat for which the guest does not have access or tickets permitting access or entry into a restroom of the opposite gender.

e. Violation of any law, ordinance, or local regulation.

f. Possession of bottles, cans, squirt bottles, noise makers, or other containers not permitted in the arena unless provided for promotional purposes by Team.

g. Failure to wear shoes, sandals or other protective foot covering.

h. Throwing objects, spitting or dropping liquid/ice on seating areas below or from ramps onto surfaces below, on playing surface/stages, and outside of the arena unless provided for promotional purposes by Team.

- i. Possession of stolen tickets.
- j. Fighting or threatening to fight or disturbing the peace.
- k. Possession of any unauthorized banners or signs.

Escambia County through its Management Company reserves the right to approve all objects used for promotional purposes in the Pensacola Bay Center. Said approval shall not be unreasonably withheld or delayed. Upon approval, Escambia County through its Management Company agrees to provide Event Staff to distribute promotional items with the understanding Team agrees to pay for Actual Expenses incurred.

For the purposes of public safety and effective crowd management, Escambia County and Management Company, at their discretion, may conduct a search of individuals attending Home Ice Hockey Games. The magnitude and intensity of the search will depend on the particular circumstances present.

If it is determined by Escambia County or its Management Company that a search is necessary for a particular Home Ice Hockey Game, Team will be required to pay for any additional staffing required. The number of staff may range from two to four attendants at each entry way to visually search patrons. The costs, as well as the exact number of staff (combination of police officers, peer group security, and door guards) to be used to search each patron by voluntary physical pat-down or with a metal detection device will be communicated to Team by Escambia County or its Management Company.

When determined by Escambia County or its Management Company that certain items might be brought into the Pensacola Bay Center, but the volatility of the crowd is

low, a visual search may be performed at each entrance in the following manner. A visual scan of each patron as they walk by single file will be performed. The patron will be asked to open his/her coat or any purses or handbags, displaying the contents to the searcher. If an inappropriate item is found, the patron will be given the option to dispose of the items before entry or to return it to their vehicle. If the item is of an illegal nature, law enforcement will be brought in for investigation. This type of search is designed to be done as quickly and effectively as possible so that progress of the crowd is not slowed. A visual search of items may include, but not be limited to weapons of any type, illegal drugs, mace or pepper gas (except small containers on key rings), stun guns, beverage containers, coolers, wine skins, alcoholic beverages of any type, noise makers, recording devices, video recording equipment and cameras.

When it is determined by Escambia County or its Management Company the potential of inappropriate and illegal items being brought into the Pensacola Bay Center is high, a full search will be implemented which will include a series of "check points" that:

events.

- a. Act as a crowd management tool in the egress of the patrons into
- b. Run the patrons through a series of visual search points.

c. Search every patron by either physical pat-down (voluntary) or metal detection device for items not permitted in the facility (i.e. weapons, illegal drugs, explosive devices, alcohol, etc.).

The search is required for the safety of the patrons, the facility, Event and Professional Staff. If at any time a patron does not wish to be subjected to search, they may be denied access to the facility. If an item is found on a patron during the search, it is at the discretion of Escambia County or its Management Company whether admission to the Home Ice Hockey Game will be granted. If illegal items are confiscated or discarded, the patron will not get them back and law enforcement will be notified to investigate the matter. Patrons will be allowed to return legal inappropriate items to their vehicles.

16. Assumption of Risk.

Team, Escambia County, and Management Company understand and agree that at all times each party to this Agreement shall bear responsibility for its agents' and employees' negligent acts occurring on or at the Pensacola Bay Center; provided however, Team expressly agrees to assume all risks inherent in the presentation of ice hockey and shall be responsible for all civil liability due to accidents, injuries, or death to persons or property damage of any kind occurring on or at the Pensacola Bay Center relating to such presentation.

No Team personnel or other personnel other than Management Company's rigging staff shall enter the upper structural areas above the top most seating areas under any circumstances, even if they were to be accompanied by Management Company's rigging staff. In the event this occurs inadvertently and injury or death of the unauthorized person occurs, Team shall accept total legal civil liability for this occurrence. Only qualified rigging personnel employed or under contract with Escambia County or its Management Company shall provide rigging services.

All personal property placed or moved into any area of the Pensacola Bay Center will be at the sole risk of Team including, without limitation, those arising from any environmental damage or liability, theft, and vandalism.

17. <u>Default & Termination.</u>

In the event of termination under subparagraph (a) or not timely cured under subparagraph (b), Escambia County shall have the right to collect all Fees and Actual Expenses from Team revenues from Net Ticket Sales, or may place a lien or take possession of all Team's property in or upon the Pensacola Bay Center as well as other remedies available under Florida law.

a. This Agreement shall be automatically terminated in the event of:

1. Assignment by Team for the benefit of creditors or if Team files bankruptcy.

2. Abandonment or discontinuation of operations hereunder.

3. A judicial decision invalidating this entire Agreement or otherwise declaring this entire Agreement unenforceable.

4. Assumption by the United States Government or any authorized agency thereof, or any other governmental agency other than Escambia County, of the operation, control or use of the facilities, or any substantial part, or parts thereof, in such a manner as substantially to restrict Team's operations for a period of thirty (30) calendar days or more. This Agreement shall be automatically reinstated upon release or termination of any rights held by the United States Government or any authorized agency thereof, or any other governmental agency other than Escambia County.

In the event of termination by County under subparagraph (a), Team shall have thirty (30) days from the date of termination to vacate the premises.

b. This Agreement shall be terminated after thirty (30) days written notice by certified or registered mail to either Team or Escambia County in the event of:

1. Non-payment of any monies due hereunder after the date due for such payments; provided, however, that such termination shall not be effective if Team or Escambia County makes the required payment(s) during the thirty (30) calendar day period following receipt of the written notice.

2. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the thirty (30) day period from receipt of written notice.

3. Issuance by any court of competent jurisdiction of any injunction or other order substantially restricting the use of the facilities for the purposes set forth herein, and the remaining in force of said injunction or other order for a period more than one hundred eighty (180) calendar days.

4. A material breach by Team or Escambia County of any of the terms, covenants or conditions contained in this Agreement and the failure of Team or Escambia County to remedy such breach for a period of fifteen (15) calendar days after receipt of written notice sent by registered or certified mail, return receipt requested from Escambia County of the existence of such breach.

5. Mutual agreement of the Parties and Management Company.

In no event, however, shall Team be considered in default or in breach of this Agreement, nor shall its rights hereunder be terminated under Paragraph 17(b) herein, if: (1) any alleged deficiency or default cannot be reasonably cured within the prescribed notice period; (2) Team has commenced reasonable efforts to remedy any alleged breach, default or defect within the notice time limits prescribed; and (3) Team thereafter diligently pursues those remedial efforts.

In the event of termination by County under subparagraph (b), Team shall have thirty (30) days from the date of receiving Notice of Termination to vacate the premises.

c. Either Party may terminate this Agreement without cause upon providing written notice to the other Party on or before the 1st day of January with termination to become effective following the end of the current Hockey Season as defined in Paragraph 2(h) herein.

Neither Escambia County, Management Company, nor Team shall be considered in default of this Agreement under Paragraph 17(a) or (b), if its inability to perform is due to flood, fire, strike, acts of civil or military authorities, or by insurrection or riot, windstorms, hurricanes, tornadoes, act of God, or by any other cause that is unavoidable or beyond Team's control.

Failure to seek a remedy for any default or enforce any provision of this Agreement shall not constitute a waiver by Escambia County of any of its rights under this Agreement. In the event of termination of this Agreement under either Paragraph 17(a) or (b) herein, any monies due Escambia County or Team shall be prorated to the day of termination. Any monies due towards repayment of the Ice Facilities and allocations shall survive termination of this Agreement.

18. <u>Appropriation of Funds.</u> County's performance and obligation under this Agreement is contingent upon the annual appropriation of funds by the Board of County Commissioners.

19. Audits and Inspection of Records.

Escambia County shall have the right to a reasonable inspection and audit of Team's financial records related to season ticket sales and complimentary tickets. If a complete independent audit of the records is requested by Escambia County, such audit shall be performed in Escambia County with adequate notification to Team. The cost of the audit shall be paid for by Escambia County unless the audit reveals a discrepancy in excess of one percent (1%), in which case Team shall pay for the cost of the audit. Any monies due Escambia County as a result of the audit shall be paid immediately.

Team shall also provide to County within 90 days of the conclusion of each of the Team's fiscal years an audited copy of their financial statements. If no such statements exist, Team shall provide a copy of the most recently submitted federal income tax returns.

20. Public Record Disclosure.

The Team acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Team fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Team and its surety, if any, fourteen (14) days written notice, during which period the Team still fails to allow access to such documents, terminate this Agreement.

21. Insurance.

Team agrees to deliver to Escambia County and Management Company proof of insurance evidencing the following insurance coverage within ten (10) days prior to the effective date of this Agreement:

a. Commercial general liability insurance coverage per occurrence per event in the amount of \$2,000,000, including coverage parts of bodily injury, broad form property damage, advertising, personal injury, blanket contractual liability, independent contractors and products and completed operations. The commercial general liability insurance shall be by endorsement, and include coverage for contingent liquor liability for bodily injury or property damage. The Escambia County Board of County Commissioners and Management Company shall be named as additional insureds and the Pensacola Bay Center, Pensacola, Florida shall be added as a location that Team uses on the insurance policy.

b. Automobile liability insurance for all hired, owned and non-owned vehicles used for travel with minimum combined single limits of \$1,000,000. The Escambia County Board of County Commissioners and Management Company shall be named as additional insureds.

c. Workers compensation and employers liability as required by Florida law.

In the event the Team obtains approval from Escambia County through its Management Company for the use of pyrotechnics during any Home Ice Hockey Games, ice hockey exhibitions, or promotional events, Team agrees to obtain additional special event coverage for this activity in an amount to be mutually agreed upon by the Parties and Management Company. All special event insurance shall name Escambia County and Management Company as additional insureds.

All insurance policies shall be written on a per occurrence basis, placed with insurers licensed to do business in the State of Florida, rated A minus or better by A.M. Best's rating service with a minimum financial size category and include Escambia County, and its Management Company, and shall contain severability of interest provisions as additional insureds.

Certificates of Insurance shall be provided to Escambia County and Management Company before the beginning of each Hockey Season. The Certificates of Insurance shall be signed by the authorized representative. Team agrees to notify Escambia County as soon as possible in advance of any cancellation, non-renewal, claim or termination of any insurance policy identified above. In the event of a reduction in the aggregate limit of any policy, Team shall immediately take steps to have the aggregate limits reinstated to the full extent permitted under such policy. All successive insurance policies shall provide for consecutive coverage with no lapses between termination and effective dates. Certificates of Insurance shall reflect the Escambia County Board of County Commission and Management Company as certificate holders and additional insureds. Certificates of Insurance shall be forwarded to the Contract Administrator, P. O. Box 1591, Pensacola Florida 32597-1591, and shall be satisfactory to Escambia County. Any incorrect or incomplete certification will be returned to Team for replacement. Any delay caused by incorrect or incomplete certificates shall be the sole liability of Team.

Management Company agrees to provide a Certificate of Insurance to Team before the beginning of each Hockey Season and on subsequent insurance renewal dates. The Certificate of Insurance shall be signed by an authorized representative and shall name Team as an additional insured as respects the obligations of Management Company to Team under this Agreement.

Team agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies provided to satisfy the insurance requirements of this Agreement. All insurance coverage of Team shall be primary to any insurance or self insurance program carried by Escambia County applicable to this Agreement. The acceptance by Escambia County or Management Company of any Certificate of Insurance does not constitute approval or agreement by Escambia County or Management Company that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Agreement. Failure to provide and maintain the insurance coverages required under this paragraph shall be considered a material breach of this Agreement, unless this Agreement is amended to reflect other insurance coverage mutually agreed to in writing by the Parties and Management Company.

No provision of this Agreement shall be construed, nor in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under §768.28, Florida Statutes, as amended. Team's obligation to indemnify Escambia County or Management Company pursuant to Paragraph 22 shall not be limited by the type and amount of insurance to be provided pursuant to Paragraph 21.

22. Hold Harmless and Indemnification.

Team agrees to indemnify and hold harmless Escambia County and Management Company and their respective employees, officials, officers and affiliated entities, from and against claims, suits, actions, damages, penalties, interest, liability and expenses including legal expenses, in connection with bodily injury, death, personal injury or property damage including loss of use, directly or indirectly caused by, resulting form, arising out of, or occurring in connection with the performance of this Agreement. Team's obligation to indemnify Escambia County shall not exist where Escambia County is liable due to Escambia County's sole negligence or willful misconduct. Team's obligation to indemnify Management Company shall not exist where Management Company is liable due to Management Company's sole negligence or willful misconduct.

Management Company agrees to indemnify and hold harmless Team and Team's respective employees, officials, officers and affiliated entities, from and against claims, suits, actions, damages, penalties, interest, liability and expenses including legal expenses, in connection with bodily injury, death, personal injury or property damage including loss of use, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the sole negligence or willful misconduct of Management Company in connection with the performance of this Agreement.

23. <u>Right of Entry.</u>

Escambia County, through its authorized officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter the Pensacola Bay Center for the purpose of inspecting and observing the administration of this Agreement as long as such observations do not interfere with the normal operation of the recreational facility with notice to and prior approval from Team. Escambia County, its officers, agents, employees, representatives and contractors may enter in Emergencies without notice.

Escambia County, through its Management Company, shall have the right to determine when and if it is necessary to evacuate the Pensacola Bay Center in an Emergency or other reasons. This determination shall be made by Management Company's General Manager. Management Company's General Manager shall immediately contact the County Administrator or designee to formally advise Escambia County of the Emergency and Team's General Manager or designee before ordering evacuation of the Pensacola Bay Center. Notwithstanding the foregoing, Management Company's General Manager shall act in a reasonable manner so as to not unnecessarily endanger human life or property while attempting to contact the County Administrator or designee.

If such evacuation occurs and results in cancellation of a Home Ice Hockey Game due to the negligence of Management Company or failure of the facility, Team does not waive any claims for damages against Escambia County or Management Company. If such evacuation occurs and results in cancellation of a Home Ice Hockey Game due to flood, fire, strike, acts of civil or military authorities, or by insurrection or riot, windstorms, hurricanes, tornadoes, act of God or any other cause that is unavoidable or beyond Management Company and Escambia County's control, Team hereby agrees to waive any claims for damages against Escambia County and

Management Company. Team also agrees to waive any claims for damages against Escambia County and Management Company if due to evacuation during a Home Ice Hockey Game, such game can be reasonably rescheduled. In the event a Home Ice Hockey Game is rescheduled. Team shall not be responsible for payment for ice hockey fees and expenses incurred in connection with any Home Ice Hockey Game cancelled for the above reasons except for ice hockey fees and expenses associated with the rescheduled Home Ice Hockey Game.

24. Non-Discrimination.

Team shall, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, covenant and agree that:

No person on the ground of race, color, religion, national origin, а. sex, age or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility, except as allowed by law.

b. Team shall not discriminate against any employee, applicant for employment, vendor, subcontractor or other person or entity needed for the provision of supplies, material or labor because of age, sex, physical handicap, marital status, color, religion, national origin or ancestry except where based on a bona fide occupational qualification or otherwise permitted by law.

25. Notices.

All Notices required or to be given hereunder shall be in writing and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail or other overnight delivery service for next day delivery, addressed to the appropriate party at the address set out below:

T	O ESCAMBIA COUNTY:	TO TEAM:
E: 22 P:	ounty Administrator or designee scambia County, Florida 21 Palafox Place, Suite 400 ensacola, Florida 32502 350) 595- 4949	Pensacola Ice, LLC 3057 Illinois Place Gulf Breeze, FL 325

32563

With a copy to: Escambia County Attorney's Office 221 Palafox Place Pensacola, Florida 32502 (850) 595-1630

TO MANAGEMENT COMPANY:

SMG Corporation 300 Conshohocken State Road West Conshohocken, PA, 19428

With a copy to: Cyndee Pennington Pensacola Bay Center 201 East Gregory Street Pensacola, FL 32501

Rejection or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no Notice was given, shall be deemed to be receipt of the Notice sent. Any party shall have the right, from time to time, to change the address to which Notices to it shall be sent by giving to the other party or parties at least ten (10) days prior notice of the changed address.

26. Obstructions.

Team agrees to cooperate with Management Company in keeping all walkways, entries, doors, passages, vestibules, hallways, corridors, stairways, passageways and all areas of public access inside the Pensacola Bay Center unobstructed at all times during Home Ice Hockey Games in accordance with Governmental Regulations.

27. Hazardous Materials.

Team agrees not to bring onto the Pensacola Bay Center any material or equipment which have been identified as hazardous materials by Governmental Regulation or otherwise present a health or safety hazard to property or persons.

28. <u>Opening of Doors.</u>

Escambia County reserves the right to open the doors when Escambia County deems it necessary to safely move the public into or out of the Pensacola Bay Center, but in no event shall the doors be opened later than one (1) hour prior to the announced start time of a Home Ice Hockey Game.

29. Pensacola Bay Center Rules and Regulations.

Escambia County shall, through its Management Company, at all times maintain control of the Pensacola Bay Center and shall enforce rules and regulations relative to its operation contained in this Agreement, including but not limited to the following:

a. No overnight parking is allowed in the parking lot unless related to event activities and approved by Escambia County in advance.

b. No parking is allowed in the fire lanes or perimeter drives in any parking lot. Vehicles parking in these areas will be towed at the owner's expense without warning.

c. No solicitation activities allowed in the parking lots, including but not limited to, distribution of flyers, sale of products, protesting and picket lines.

d. No consumption of alcoholic beverages or open containers allowed in the parking lots or in parked vehicles.

e. No tailgate parties or similar activities allowed.

f. No pyrotechnics shall be allowed except by mutual agreement under separate contract by the Parties and the Management Company. Terms and conditions of the contract shall include insurance requirements specified in Paragraph 21 as well as a requirement that any pyrotechnician or person operating pyrotechnic devices must provide two copies of their licenses, insurance certificates, and a schedule of what will be used prior to move-in and approval by the Fire Marshal of the placement and a demonstration of each type of device. Management Company shall make arrangements for inspection by the Fire Marshal. Team shall not be charged a fee for approval to use pyrotechnic devices, but agrees to pay for any additional expenses incurred by Escambia County due to such use.

g. No tents or air supported structure larger than 10' by 10' shall be erected without a City of Pensacola Permit and inspection by the Fire Marshal. No cooking is permitted under any tent or air supported structure.

h. All vending units employing electrical, gas or other fuels as accepted by the Fire Marshal shall have a fire extinguisher with a minimum UL Classification of 2A-10B:C.

i. Open flame devices are not allowed unless specifically approved by the Fire Marshal. Sternos used for cooking are allowed at certain locations.

j. All types of lasers must have a termination point located so that it will not cause injury to the eyes of any person in the building.

k. The seating plan for each Hockey Season must be approved by Escambia County's Management Company prior to the sale of season tickets. Said approval shall not be unreasonably withheld or delayed. The seating plan shall not reflect ticket prices.

I. Novelty stand locations must be approved by Management Company prior to the beginning of the Hockey Season and the opening of doors to the public. Novelty stands shall not block any fire hose cabinets, means of ingress or egress, or permanent concession areas. Table skirting or other decorative materials used for merchandising is required to be flame-retardant treated or made of inherently flame-resistant material. Packaging materials shall be removed periodically to prevent a fire hazard. All electrical cords in use must be taped down.

m. Electrical wiring must be grounded and UL listed. Extension cords may be used provided they are plugged directly into an outlet or an approved power strip. Extension Cords shall not be plugged into another extension cord. Cords must be taped down to prevent them from becoming a trip hazard. Additional equipment may be available for rental from the building.

n. No smoking shall be allowed in the Pensacola Bay Center unless in designated smoking areas, pursuant to Florida law.

Escambia County reserves the right to promulgate additional reasonable rules and regulations regarding operation after the effective date of this Agreement with Notice to Team. Escambia County grants Team permission to use up to twelve eight (8) foot tables in the Pensacola Bay Center for the promotional purposes. Escambia County agrees that any new rules and regulations regarding operation of the Pensacola Bay Center shall not be unreasonably burdensome nor prejudicial toward the presentation of professional ice hockey.

30. <u>Copyright.</u>

Team shall assume all responsibility for procuring and paying for the use of any copyrights, trademarks or other materials used in the presentation of Home Ice Hockey Games. Team further agrees to save and hold harmless Escambia County and its Management Company from any costs or claims arising from any copyright violations, including copyright or trademark violations resulting from the advertising signs sold or displayed by Team, sponsors or advertisers.

31. Assignment.

Team shall not assign this Agreement, nor in any manner encumber title to the Pensacola Bay Center without the express written consent of Escambia County.

32. Defacements.

Team shall not injure, mar, nor in any manner deface the Pensacola Bay Center or any equipment contained therein, and shall not cause or permit anything to be done whereby the Pensacola Bay Center or equipment therein shall be in any manner injured, marred or defaced. Team, its representation, or Professional Staff shall not allow any vehicular traffic on the entrance/exit ramps to levels above ground at the east or west sides of the Pensacola Bay Center. Team further will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the Pensacola Bay Center or any equipment contained therein and will not affix or permit to be affixed by adhesives any signs, posters, notices or graphics of any description without written consent from Escambia County. Team agrees that if the Pensacola Bay Center is damaged by the act, default or negligence of the Team or Team's authorized agents, then the Team shall pay to the Escambia County upon demand such sums as shall be necessary to restore the Pensacola Bay Center to their original condition, ordinary wear and tear excepted.

33. Party of Interest.

Unless otherwise stated herein, Team is the real party in interest under this Agreement with Escambia County and is not acting for or on behalf of any undisclosed principal. A list of Team's officers and members of the Board of Directors appears in Exhibit C.

Team represents that it is possessed with the requisite authority to enter into this Agreement as evidenced by the Certificate of Good Standing attached as Exhibit D. Team represents the individual executing this Agreement is possessed of the requisite authority to sign and bind Team as evidenced by the Resolution of Authority attached as Exhibit E.

Team acknowledges that it has not engaged in any public entity crimes and has completed the Public Entity Crime Disclosure Form attached as Exhibit F.

34. <u>Casualty.</u>

In the event the Pensacola Bay Center or any portion thereof shall be destroyed or damaged by fire or other casualty so as to prevent the use of the Pensacola Bay Center for the purpose and during the periods specified herein, or if the Pensacola Bay Center cannot be so used because of strikes, acts of God, national emergency or other causes beyond the control of Escambia County, then this Agreement shall terminate in accordance with Paragraph 17(b)(5) and Team hereby waives any claim against Escambia County for damages by reason of such termination except that any unearned portion of the Fees, related revenues or Actual Expenses shall be abated or refunded by Escambia County to Team.

35. <u>Condition of Property.</u>

If Team contracts for construction services from others aside from its own employees or Professional Staff, Team agrees to contract with individuals, including but not limited to a general contractor or any other construction consultants, who are licensed in the State of Florida, insured and agree to comply with all Governmental Regulations. However, Team agrees in no event will it begin any construction, renovation or repairs without notice to Management Company and the express approval from Escambia County.

Certain event equipment is available for rent in accordance with established Pensacola Bay Center rates. Any equipment rental shall be pursuant to separate contract between Team and the Management Company.

36. Joint Venture.

The execution of this Agreement or the performance of any act pursuant to the provisions hereof, shall not be deemed or construed to have the effect of creating between Team and Escambia County the relationship of principal and agent, partnership or of joint venture.

37. <u>Compliance with Laws.</u>

Team agrees to comply with all Governmental Regulations applicable to the Pensacola Bay Center, including but not limited to the Americans with Disabilities Act (ADA).

38. <u>Waiver.</u>

Waiver of any provision of this Agreement by either party shall not be deemed to imply or constitute a waiver by such party of any other provision. The rights and remedies of Escambia County under this Agreement or otherwise are cumulative and are not intended to be exclusive and the use of one will not be taken to exclude or waive the use of another, and Escambia County will be entitled to pursue all rights and remedies available by law.

39. Entire Agreement.

This Agreement contains the entire Agreement between the parties hereto regarding the subject matters referenced herein and supersedes all prior oral and written agreements between them regarding such matters unless otherwise noted herein. Team acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The Parties agree this Agreement may be amended in writing upon mutual agreement of the Parties.

40. <u>Tax-Exempt Financing.</u>

Team acknowledges the Pensacola Bay Center is financed with tax-exempt bonds. In the event any term or condition in this Agreement shall cause Escambia County to violate any underlying covenant or condition associated with said bonds, the Parties and Management Company agree to amend this Agreement in a manner to avoid violating any underlying covenant or condition.

41. Miscellaneous.

The captions, headings, and section titles in this Agreement are for convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any section of this Agreement.

If any term, provision, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, provision, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida and the parties stipulate venue for any state, federal, or other proceeding shall be in Escambia County, Florida.

This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

The Team and its employees, agents, and representatives agree to abide by all provisions of Sections 112.311 - 112.36, Florida Statutes, as amended.

The Team hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Team now has or will have. Said disclosure shall be made by the Team contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Team. The Team at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section may result in the immediate termination of this Agreement; provided however, the Team after written notice shall have thirty (30) days in which to cure any such conflict to the reasonable satisfaction of the County.

The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

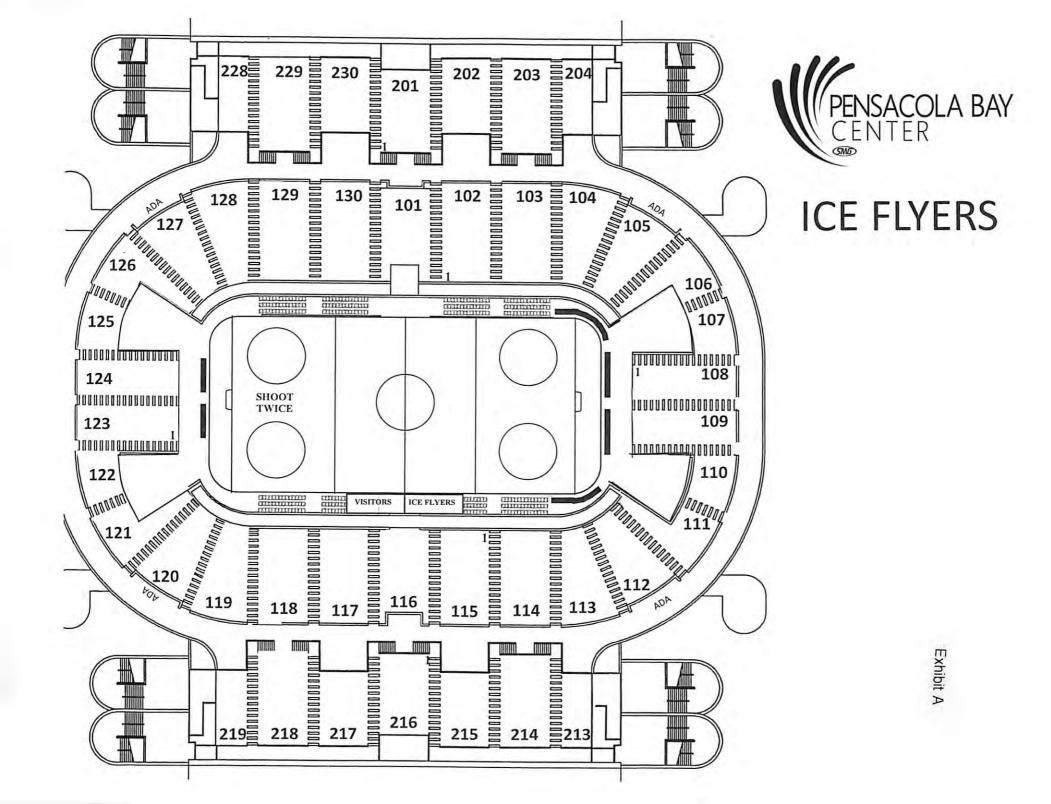
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

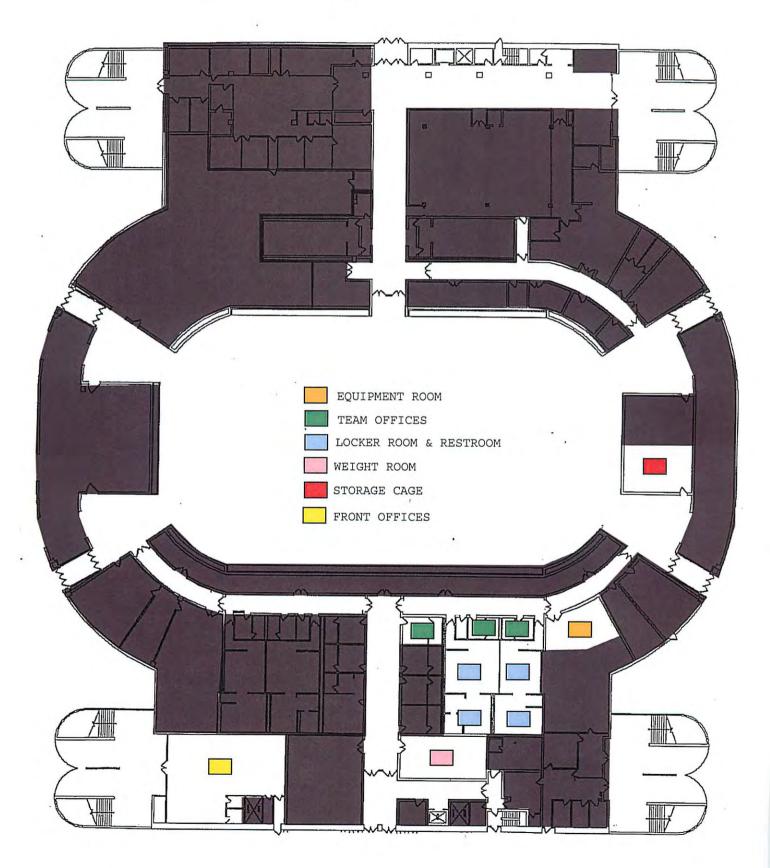
		By:
	- Solalation	By: Steven Barry, Chairman
	Pam Childers Clerk of the Circuit Court	BCC Approved:
		Approved as to form and legal sufficiency.
Dep	uty Clerk	By/Title: Callad, ACA
(SEAL)		Date:
		SMG Corporation, a General Partnership.
		By: Regional Vice-President
		Date:
Witness:		
Witness		
		PENSACOLA ICE LLC , a foreign limited liability company.
		By: Gregory Harris
		Gregory Harris
		Date:
Witness:		
Witness		

LIST OF EXHIBITS

- EXHIBIT A ICE HOCKEY AREA
- EXHIBIT B OFFICE AND MEETING ROOM LOCATIONS
- EXHIBIT C LIST OF OFFICERS AND BOARD MEMBERS
- EXHIBIT D CORPORATE CERTIFICATE OF GOOD STANDING
- EXHIBIT E RESOLUTION OF AUTHORITY
- EXHIBIT F PUBLIC ENTITY CRIME DISCLOSURE FORM



PENSACOLA BAY



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Exhibit B



MEETING ROOMS CAPACITIES

Meeting Room	Room Size	Square Footage	Theatre Set	Reception Set	Rounds Set	Classroom Set
A	40 X 25	1,000	100	100	36	32
A 1	40 X 39	1,560	100	120	63	60
A-A1	40 X 64	2,560	200	250	108	108
В	39 X 30	1,170	80	80	54	56
C1	39 X 25	975	80	80	54	56
C2	39 X 32	1,248	80	80	54	56
C3	39 X 25	975	80	80	54	56
C1-2	39 X 57	2,223	170	180	108	104
C1-3	39 X 82	3,198	300	300	252	168
D	39 X 30	1,170	80	80	54	56
E	39 X 30	1,170	80	80	54	56
F1	39 X 25	975	80	80	54	56
F2	39 X 32	1,248	80	80	54	56
F3	39 X 25	975	80	80	54	56
F1-2	39 X 57	2,223	170	180	108	104
F1-3	39 X 82	3,198	300	300	252	168
G	39 X 30	1,170	80	80	54	56

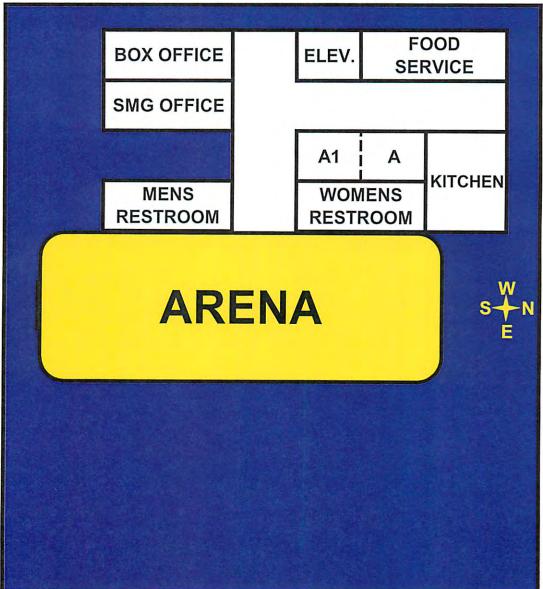
Capacities are based on 8 per Round Table and 3 per Classroom Table



MEETING ROOMS 1ST FLOOR

ENTRANCE

(ALCANIZ STREET)





MEETING ROOMS 2ND FLOOR

ENTRANCE

(ALCANIZ STREET)

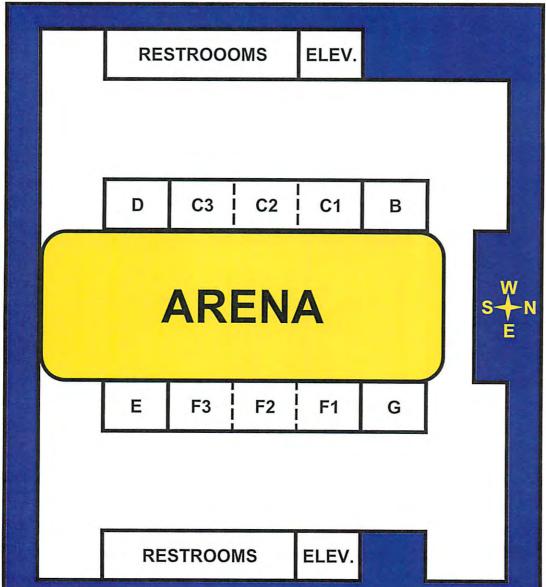


EXHIBIT C

LIST OF OFFICERS AND BOARD MEMBERS

OFFICERS:

Greg Harris, President Brittany Tindell, Vice President Tom Reading, Vice President

BOARD OF DIRECTORS:

Greg Harris, Chairman Jeffrey Watt, Vice Chairman Brittany Tindell, Secretary Tom Reading, Treasurer

State of Florida **Department** of State

Exhibit D

I certify from the records of this office that PENSACOLA ICE, LIMITED LIABILITY COMPANY is a New Jersey limited liability company authorized to transact business in the State of Florida, qualified on July 15, 2009.

The document number of this limited liability company is M09000002751.

I further certify that said limited liability company has paid all fees due this office through December 31, 2015, that its most recent annual report was filed on May 1, 2015, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.



Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of September, 2015

Ken Detren Secretary of State

Tracking Number: CU5667415510

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

EXHIBIT E

RESOLUTION OF AUTHORITY

The undersigned, being the Managing Member of the above named organization, a New Jersey Limited Liability Company, does hereby consent in writing to the adoption of the following Resolution.

BE IT RESOLVED, that PENSACOLA ICE, LLC. be and is authorized to enter into a lease agreement with Escambia County, Florida for lease of the Pensacola Bay Center pursuant to the terms and conditions set forth in said lease agreement.

BE IT FURTHER RESOLVED, that Greg Harris, Managing Member of Pensacola Ice, LLC., a New Jersey Limited Liability Company, be and is hereby authorized to execute any and all documents in connection with said lease agreement.

GREG HARRIS, Managing Member of Pensacola Ice, LLC., a New Jersey Limited Liability Company, hereby certifies that the foregoing is a true and correct copy of a Resolution as adopted by the Members of said limited liability company.

WITNESS, my hand and seal of said corporation, 3rd day of September, 2015

GREG HARRIS, Managing Member, Pensacola Ice, LLC

New Jersey Business Gateway Business Entity Information and Records Service Business Id : 0400289445

Exhibit F

Status Report For:	PENSACOLA ICE,	LIMITED	LIABILITY	COMPANY
Report Date:	9/4/2015			
Confirmation Number:	5247716685			

IDENTIFICATION NUMBER, ENTITY TYPE AND STATUS INFORMATION

Business ID Number:	0400289445
Business Type:	DOMESTIC LIMITED LIABILITY COMPANY
Status:	ACTIVE
Original Filing Date:	05/29/2009
Stock Amount:	N/A
Home Jurisdiction:	NJ
Status Change Date:	NOT APPLICABLE

REVOCATION/SUSPENSION INFORMATION

DOR Suspension Date:	Start	N/A
DOR Suspension Date:	End	N/A
Tax Suspension Date:	Start	N/A
Tax Suspension Date:	End	N/A

ANNUAL REPORT INFORMATION

Annual Report Month:	MAY
Last Annual Report Filed:	07/24/2014
Year:	2014

AGENT/SERVICE OF PROCESS (SOP) INFORMATION

Agent:	MCCROSSON & STANTON PC
Agent/SOP Address:	200 ASBURY AVENUE ,OCEAN CITY,NJ,08226
Address Status:	DELIVERABLE
Main Business Address:	157 FELLSWOOD DRIVE, MOORESTOWN, NJ, 08057
Principal Business Address:	N/A

ASSOCIATED NAMES

Associated	Name:	N/A
Туре:		N/A



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8960	County Administrator's Report 13. 29.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida
From:	Cathy White, Drug Court Manager
Organization: CAO Approval:	Court Administration

RECOMMENDATION:

<u>Recommendation Concerning Contractual Services Agreement for Adult Post-Adjudicatory Drug</u> <u>Court Expansion Operations in Escambia County, Florida - Catherine A. White, Drug Court</u> <u>Manager</u>

That the Board take the following action concerning the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida:

A. Approve the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida. This Agreement is being submitted for approval as a continuation of the Drug Court Expansion Program, which was initially approved by the Board of County Commissioners (BCC) on November 4, 2010, and executed by the Office of the State Courts Administrator on November 23, 2010. This Agreement will become effective October 1, 2015, and will terminate June 30, 2016. During this period, funding for the program is not to exceed \$237,750; and

B. Authorize the Chairman, as the County's representative, to sign the Agreement, amendments, and/or other related documents as may be required.

[The funds are made available through the Office of the State Courts Administrator for the period beginning October 1, 2015, and terminating June 30, 2016; there is no cost to the County]

BACKGROUND:

As a continuation of the Drug Court Expansion Operations Program, the Florida Legislature has appropriated funds to ensure that the adult post-adjudicatory drug court (Expansion Program) in Escambia County continues and services remain available for non-violent felony adult offenders deemed eligible to participate in the existing Expansion Operations Program. The First Judicial Circuit will continue to determine offender eligibility in accordance with state law and number of participants based on available resources.

On June 25, 2015, the Board approved and signed a second amendment to the Contractual Service Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County extending the deadline to September 30, 2015.

The Expansion Operations Program targets prison bound non-violent, third-degree felony offenders to be sentenced to post-adjudicatory drug courts. The Office of the State Courts Administrator will annually contract with the County to provide fiscal services and ensure that substance abuse treatment, drug testing, and ancillary services are provided for offenders entering the adult post-adjudicatory Drug Court Expansion Operations Program.

BUDGETARY IMPACT:

The funds are made available through the Office of the State Courts Administrator for the period beginning October 1, 2015, and terminating June 30, 2016. There is no cost to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval and authorization of all contracts exceeding \$50,000 to be signed by the Chairman.

IMPLEMENTATION/COORDINATION:

The Court Administrator's office will approve all invoices before payments are disbursed by the County.

Attachments

Contractual Services Agreement

CONTRACTUAL SERVICES AGREEMENT FOR ADULT POST-ADJUDICATORY DRUG COURT EXPANSION OPERATIONS IN ESCAMBIA COUNTY, FLORIDA

This Agreement is made between First Judicial Circuit Court Administration (Circuit) and the Escambia County Board of County Commissioners (Contractor) for adult post-adjudicatory drug court expansion operations.

I. Purpose

The Florida Legislature has appropriated funds to ensure that the adult post-adjudicatory drug court (Expansion Program) in Escambia County continues and services remain available for non-violent felony adult offenders deemed eligible to participate in the existing Expansion Program. The Circuit will continue to determine offender eligibility in accordance with state law and number of participants based on available resources.

II. Scope of Services

A. Contractor will use no more than \$237,750 of the funds provided under this Agreement to administer the program. The Contractor will provide or contract, after approval of the Circuit, with service providers, licensed to do business in the State of Florida, to provide out-patient substance abuse treatment; on-site, random, observed drug and alcohol testing; laboratory drug testing and confirmation; breathalyzer mouthpieces; bus passes; transitional housing; educational testing and classes; office supplies; shipping and handling fees; and books and/or other instructional materials, pursuant to Exhibit A of this Agreement. The Contractor shall provide the Circuit with fully executed copies of any contracts entered into with service providers. The amount of services shall not exceed during the terms of this Agreement the total amount of \$237,750.

B. The Circuit will reimburse the Contractor for the services provided exclusively to offenders in the Expansion Program in Escambia County in the First Judicial Circuit and only for services provided during the term of this Agreement.

C. Contractor must follow state and local competitive procurement guidelines prior to entering or awarding contracts for any service provider. The Contractor shall use their own procurement procedures which reflect state and local laws and regulations.

D. Contractor will require all service providers to report the amount of participant fees or co-pays collected with the total number of participants who have paid such fees or co-pays on a quarterly or monthly basis. This information will be provided to the Circuit as requested.

E. Contractor must pay all service providers and other expenses prior to reporting those expenditures to the Circuit for reimbursement.

F. Contractor agrees to provide the Circuit with additional reports for auditing purposes as requested. Prior to submission to the Circuit, the Contractor agrees to submit the reports to the trial court administrator, or her designee, for review before submission to the Office of the State Courts Administrator, Finance and Accounting Office (OSCA).

III. Compensation

A. The Circuit will provide the Contractor with funds not to exceed \$237,750 as reimbursement for the services provided for the Expansion Program, to-wit: licensed out-patient substance abuse treatment; on-site, observed, random drug and alcohol testing; laboratory drug testing and confirmation; breathalyzer mouthpieces; bus passes; transitional housing; educational testing and classes; office supplies; shipping and handling fees; and books and/or other instructional materials, pursuant to Exhibit A of this Agreement.

B. All services funded under this Agreement must be specifically for offenders in the Expansion Program.

C. Only those expenditures included in Exhibit A of this Agreement will be reimbursed. The Contractor shall not receive payments from the Circuit for services rendered prior to October 1, 2015, or after June 30, 2016.

D. Costs incurred under this Agreement must not be allocated or included as a cost to any other financed program. Costs incurred under this Agreement must be necessary and reasonable for proper and efficient project administration and implementation and not a general expense to carry out the Contractor's existing responsibilities. Costs must be authorized by state or local laws and regulations that are in effect at the time the funds are awarded and must be treated consistently with policies, regulations, and procedures that apply uniformly to other Contractor activities.

E. Any payment due under the terms of this Agreement may be withheld until the Contractor complies with the requirements of this Agreement, including submittal of all required documentation needed from the Contractor as provided in Section IV. of this Agreement.

F. Changes to Exhibit A may be approved by the Circuit contract manager without requiring an amendment to this Agreement, with the exception of approved increases to the total contract amount specified in Section II. A. of this Agreement.

IV. Payment

A. Contractor must submit a monthly invoice to the Circuit's trial court administrator, or her designee. The Circuit will process and initiate payment of invoice(s) submitted by the Contractor in accordance with §215.422, Florida Statutes. The Circuit's trial court administrator or designee shall review and sign each invoice prior to submission to the OSCA to certify that the costs are just, correct, reasonable, and contain no illegal item, similar to the obligation required of the trial court administrators under §939.08, Florida Statutes.

B. Contractor shall submit monthly invoices using the invoice template, included as Exhibit B of this Agreement, to the Circuit by the 15th day of the following month for services provided and program expenditures paid by the Contractor for which reimbursement by the Circuit is requested. For example, an invoice for October services must be received by the Circuit by November 15th.

C. All invoices must include the following documentation to support the indicated program expenditures: record of payment with payment date and check number; and a record of type of service or expense claimed to include an invoice with the number of units, cost per unit, total cost, and number of clients served, if applicable.

D. Payment for services pursuant to this Agreement will be made from state funds appropriated for this purpose and shall concur with the compensation or fee schedule agreed to by the parties. No additional fees will be paid.

E. Contractor will not use funds for lobbying the Florida Legislature, the judicial branch, or a state agency.

F. The Circuit's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Legislature. If the Legislature fails to appropriate sufficient funds, fails to authorize the spending of sufficient funds for the State Courts System, or demands a spending reduction in state budgets, the Circuit will have no obligation to pay or perform under this Agreement, other than for services completed and invoiced prior to such an action by the Legislature. The Circuit's performance and obligation to pay under this Agreement are also contingent upon final spending approval from the Chief Justice of the Florida Supreme Court.

V. Contract Terms

A. This Agreement shall be for a period beginning October 1, 2015 and become effective upon full execution of this Agreement.

B. This Agreement will terminate on June 30, 2016, unless terminated prior to that pursuant to the terms of the Florida State Courts System General Contract Conditions for Services, which may be found at <u>http://www.flcourts.org/administration-funding/contract-conditions-for-services.stml</u>.

C. It is the intent of the Circuit to enter into an Agreement annually with the Contractor as funds are appropriated by the Florida Legislature to provide fiscal services and ensure that substance abuse treatment, drug testing, and ancillary services are available and provided to offenders entering the Expansion Program in Escambia County.

D. The parties to this Agreement are bound by the General Contract Conditions for Services of the Florida State Court System, which can be found at

<u>http://www.flcourts.org/administration-funding/contract-conditions-for-services.stml</u> and are incorporated herein as if fully recited in this Agreement. To the extent that any of these terms or conditions is in conflict with this Agreement, the terms and conditions of this Agreement shall prevail.

E. The parties to this Agreement are bound by applicable state, local law, codes, regulations, rules, and orders.

F. Expenditures of state funds must be in compliance with the laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Department of Financial Services' Reference Guide for State Expenditures.

G. Contractor may expend state funds under this Agreement only for allowable costs resulting from obligations incurred during the term of this Agreement.

H. Any balance of unobligated funds that have been advanced or paid to the Contractor that is not authorized to be retained for direct program costs in a subsequent period must be refunded.

I. Any funds paid in excess of the amount to which the Contractor is entitled under the terms and conditions of this agreement must be refunded.

J. In providing services and otherwise performing obligations under this Agreement, the Contractor will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status or disability. Violation of this provision may be grounds for termination of this Agreement.

VI. Termination

A. The Circuit may terminate this Agreement in the event funding becomes unavailable upon written notice to the Contractor.

B. If, in the judgment and discretion of the Circuit, the Contractor fails to fulfill its obligations under this Agreement in a timely manner for any reason, or if the Contractor violates any provision of this Agreement, the Circuit may terminate the Agreement after providing written notice by certified mail at least fifteen (15) calendar days prior to termination.

C. This Agreement may be extended by executing a written amendment hereto, signed by both parties.

D. This Agreement may be terminated by either party for any reason upon providing thirty (30) days written notice by certified mail to the non-terminating party. Any termination shall not release any party from any obligation accrued or outstanding under this Agreement prior to the date of termination, including, but not limited to, any payment or performance obligations accruing prior to the date of termination.

VII. Florida Single Audit Act Requirements

A. Contractor, as a recipient of state funds, will comply with the Florida Single Audit Act, §215.97, Florida Statutes.

B. In the event the Contractor expends a total amount of state awards equal to or in excess of \$500,000 during the Contractor's fiscal year, the Contractor must have a state single or projectspecific audit for such fiscal year in accordance with §215.97, Florida Statutes, and applicable rules of the Department of Financial Services and the Auditor General. Applicable rules of the Department of Financial Services, the Auditor General, and other information pertaining to the Florida Single Audit Act can be found at <u>https://apps.fldfs.com/fsaa/</u>.

C. If the Contractor expends less than \$500,000 in state awards during its fiscal year, an audit conducted in accordance with the provisions of §215.97, Florida Statutes, is not required. Audit costs may not be charged to state projects when the Contractor expends less than \$500,000 in state awards.

D. Unless prohibited by law, the cost of an audit required by §215.97, Florida Statutes, is an allowable charge to a state project. However, charges to state projects should be limited to those incremental costs incurred by the Contractor as a result of the audit requirements of §215.97, Florida Statutes in relation to other audit requirements. The Contractor should allocate the incremental costs to all state projects for which it expended state financial assistance.

E. The Catalog of State Financial Assistance establishes that state funds are awarded to the Contractor through the State Courts System, First Judicial Circuit. The Catalog of State Financial Assistance number for this funding is 22.021. Information from the Catalog can be found at <u>https://apps.fldfs.com/fsaa/searchCatalog.aspx</u>.

F. In determining the state awards expended in its fiscal year, the Contractor shall consider all sources of state awards, including state funds received from the State Courts System, except those state awards received by a non-state entity for federal program matching requirements shall be excluded from consideration.

G. Contractor shall ensure that the audit complies with the requirements of §215.97(8), Florida Statutes, and the State Projects Compliance Supplement. The State Projects Compliance Supplement is available from the Department of Financial Services at https://apps.fldfs.com/fsaa/. Compliance includes submission of a reporting package as defined by §215.97(2) (e), Florida Statutes.

H. Contractor shall submit copies of reporting packages required by §215.97, Florida Statutes, within 10 days of receipt of the audit findings, to each of the following:

The First Judicial Circuit at the following address:

Robin M. Wright, Trial Court Administrator M.C. Blanchard Judicial Building 190 Governmental Center Pensacola, Florida 32501

The Auditor General at the following address:

State of Florida Auditor General Claude Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

VIII. Records and Right to Audit

A. Contractor shall retain sufficient records demonstrating compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Circuit access to such records upon request.

B. Contractor will maintain a file available for inspection by the Circuit and the OSCA containing all documentation associated with this Agreement. The Contractor shall retain and maintain, in accordance with Rule 2.420, Florida Rules of Judicial Administration, any and all documents, data, or other materials (Records) related to this Agreement for five (5) years after final payment has been made under this Agreement and all pending matters have been closed. If an audit, litigation, or other action involving the Records is started before the end of the five (5) year

period, then the Contractor agrees to retain the Records until all issues arising out of the action are resolved or until the end of the five (5) year period (Retention Period), whichever is later. Following such Retention Period, the Contractor may in its/his/her sole discretion continue to retain or dispose of the Records, provided that the Contractor shall make a good faith effort to dispose of the Records in a confidential manner. All costs and reimbursements related to performance of work under this Agreement will be subject to annual audit. The Contractor will ensure all contracted providers maintain records in accordance with same.

C. Pursuant to §215.97, Florida Statutes, the First Judicial Circuit, OSCA, Florida Supreme Court Inspector General, Auditor General, and other state officials may conduct additional audits or evaluations of state financial assistance provided to the Contractor under this Agreement.

D. The Circuit may conduct an on-site monitoring visit to determine Contractor's compliance with all requirements under this Agreement at a date/time that is convenient for both parties.

IX. Confidentiality and Non-Disclosure

A. Contractor acknowledges and agrees that certain confidential information may be obtained or created through their work with the Circuit under this Agreement.

B. Contractor agrees to take appropriate measures to protect the privacy of individuals and all confidential information obtained or created by the Contractor during the course of its performance under this Agreement.

C. Contractor agrees that all treatment records and information shall be subject to the confidentiality provisions of 42 U.S.C., §290dd-2, (HIPPA) and Chapter 397, Florida Statutes (Marchman Act).

X. Work Product and Property

The Circuit may reproduce, without further compensation to the Contractor, any written materials generated as a result of the work performed under this Agreement by the Contractor.

XI. Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given 1) on the date served personally on the party to whom notice is to be given, or 2) on the third day following mailing if mailed to the party to whom notice is to be given by first class, registered or certified mail, postage prepaid, and properly addressed to the party to whom notice is to be giving the other party written notice of the new address in the manner set forth above. Notice shall be provided to:

County Technical:

Office of the County Attorney Escambia County Board of County Commissioners 221 Palafox Place, Suite 430 Pensacola, Florida 32502 Phone: (850) 595-4970 Fax: (850) 595-4979

County Contractual:

Steven Barry, Chairman Escambia County Board of County Commissioners 221 Palafox Place, Suite 400 Pensacola, Florida 32502 Phone: (850) 595-4950 Fax: (850) 595-4908 First Judicial Circuit Technical: Catherine A. White Drug Court Manager Court Administration 100 West Maxwell Street Pensacola, Florida 32501 Phone: (850) 595-3055 Fax: (850) 595-3059

First Judicial Circuit Contractual: Robin M. Wright Trial Court Administrator M.C. Blanchard Judicial Building 190 Governmental Center Pensacola, Florida 32502 Phone: (850) 595-4400 Fax: (850) 595-0360

XII. Staff Training Costs

The Circuit is not responsible for any training costs incurred by the Contractor in the performance of this Agreement above and beyond the funding provided for in this Agreement. This does not apply to instances where the Circuit may authorize attendance at specific state or national training events which may be paid for by the Circuit.

XIII. Liability

A. Contractor shall assist the Circuit in the investigation of injury or damages either for or against the Circuit or the OSCA pertaining to the Circuit's respective areas of responsibility or activities under this Agreement and shall contact the Circuit regarding the legal actions deemed appropriate to remedy such damage or claims.

B. Contractor is responsible for all personal injury and properly damage attributable to its negligent or intentional acts or omissions, including civil rights violations, of its officers, employees, and agents thereof, including volunteers as permitted by Florida law.

C. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party to this Agreement.

XIV. Insurance

A. Contractor shall be insured or self-insured for all liability claims and related expenses pursuant to the provisions of §768.28, Florida Statutes. The Circuit's interests, as they may appear, will be protected under the provisions of §768.28, Florida Statutes.

B. Contractor shall require proof that all service providers have adequate insurance to protect the Circuit, OSCA, the State of Florida, and Sub-recipient from any claims arising under §768.28, Florida Statutes.

XV. Indemnification

A. To the extent permitted by Florida law and subject to the limitations of §768.28, Florida Statutes, the Contractor shall be fully liable for all actions of its employees and agents and shall fully indemnify, defend, and hold harmless the Circuit and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, their agents, and employees.

B. To the extent permitted by Florida law and subject to the limitations of §768.28, Florida Statutes, the Contractor shall be liable for all actions of the service providers and their officers, agents and employees that are contracted to provide services for the Expansion Program and shall fully indemnify, defend, and hold harmless the Circuit and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the service providers, their agents and employees.

C. The first ten dollars of the payment under Section II.A. shall be the specific consideration for this indemnification clause.

D. The Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Circuit.

XVI. Corrective Action for Non-Compliance or Non-Performance

A. Corrective action plans may be required for non-compliance, non-performance, or unacceptable performance under this Agreement. Penalties may be imposed for failure to implement or to make acceptable progress on such corrective action plans. The penalty shall be based upon the severity of non-compliance, non-performance, or unacceptable performance that generated the need for the corrective action plan. The Circuit has sole discretion on the imposition of all penalties.

B. The Circuit and the OSCA shall withhold and not pay 25% of any next scheduled payment due to the Contractor if Contractor fails to perform in accordance with the terms of this Agreement.

XVII. Dispute Resolution

A. Any dispute concerning performance of the Agreement shall be decided by the First Judicial Circuit Trial Court Administrator and/or the Chief Judge. The exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in the county of contract execution; in any such action, Florida law shall apply and the parties waive any right to jury trial.

B. The Trial Court Administrator, subject to the approval of the Chief Judge and the OSCA, shall be authorized to decide or settle the dispute. Such determination shall be final.

XVIII. Default

A. Waiver or breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

B. The delay or failure by the Circuit to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Circuit's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right prelude any other or further exercise thereof or the exercise of any other right.

XIX. Attachments and Exhibits to be Included as Part of this Agreement

Exhibit A - Budget for Drug Court Services Exhibit B - Invoice Template

XX. Amendments

This Agreement and all attachments and exhibits herein attached and incorporated by reference may be amended only by written agreement signed by all parties. The Agreement contains all the terms and conditions agreed upon by the parties. The Agreement may only be modified or amended upon mutual written agreement of the Circuit and the Contractor.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH IN THIS AGREEMENT, THE PARTIES INTEND TO BE BOUND AND MUTUALLY AGREE TO THE TERMS OF THIS AGREEMENT.

FIRST JUDICIAL CIRCUIT OF FLORIDA

Robin M. Wright Trial Court Administrator First Judicial Circuit of Florida Date

CONTRACTOR BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY

Steven Barry Date Chairman

Escambia County Board of County Commissioners

ATTEST:

PAM CHILDERS Clerk of the Circuit Court By: _____

Approved as to form and legal sufficiency.

By/Title: Date:

Approve

Exhibit A – Budget for Drug Court Services

Substance Abuse Evaluation and Intake Assessments:

Assessments up to \$265 each for an estimated total of \$11,925

Individual and Group Treatment Sessions:

Treatment sessions up to \$12.50 per hour for an estimated total of \$186,900.

Drug Testing:

Drug tests include, but are not limited to: Designer Stimulant Urinalysis Drug Testing – Spice, K-2, Kratom, Bath Salts, Flakka (Alpha-PVP); Urinalysis Confirmation and Testing – Tramadol, Cocaine, Opiates, Marijuana, Barbiturates, Amphetamines, Methamphetamines, Benzodiazepines, Methadone, MDMA (Ecstasy), Alcohol Biomarker, Phencyclidine, Propoxyphene.

Drug tests for Flakka up to \$40 per test. Remainder of drug tests and drug test confirmations up to \$25 per test.

Drug testing and drug test confirmations estimated total of \$8,357

Drug Testing Supplies:

Drug testing supplies include, but are not limited to: EZ-Screen 11 Panel Cup Test Kits and Breathalyzer Mouthpiece Tubes.

Drug testing supplies up to \$85 per box (25 pieces) cup test kits and mouthpiece tubes at \$0.23 each.

Drug testing supplies at an estimated total of \$1,480

Transitional Housing:

Transitional housing provided at up to \$20 per day for an estimated total of \$21,920.

Office Supplies, Educational Testing and Clases:

Included in this category are: office supplies, postage/shipping and handling fees, books, educational testing and classes, and other instructional materials.

Office supplies necessary to the administration of the program and education testing and classes at an estimated \$2,468.

Bus Passes:

Thirty-day bus passes for participant travel to and from treatment at up to \$47 for an estimated total of \$4,700.

Adult Post-Adjudicatory Drug Court Expansion Program

Exhibit B - Invoice Template

Adult Post-Adjudicatory Drug Court Expansion Program Project Expenditure Report

SUMMARY STATEMENT OF COSTS

Circuit:	County:	Report #:	Period:
Contractor:			× ••••••
Address:		Project Title: Adult Post-	Project Title: Adult Post-Adjudicatory Drug Court Expansion Program
Phone:			
Budget Category	Category Total	This report should only inc	Category Total This report should only include contractor payments made in accordance with
Salaries and Benefits	\$0.00		the terms of the approved Contractual Services Agreement.
Contractual Services	\$0.00	Charge to Cash Advance	
Expenses	\$0.00	\$0.00 Advance Received:	
Operating Capital Outlay	\$0.00	\$0.00 Previous Amount Applied to Advance:	to Advance:
Administrative Costs	\$0.00	\$0.00 Current Amount Applied to Advance:	to Advance:
Total Claim Amount	\$0.00	S0.00 Advance Balance:	
I hereby certify that costs incurred are not allocated or incl and efficient project administration and implementation and not regulations, and procedures by state and local law.	allocated or included as a cost to any other mentation and not a general expense to carry ou law.	financed program. Costs at existing responsibilities.	I hereby certify that costs incurred are not allocated or included as a cost to any other financed program. Costs incurred are necessary and reasonable for proper and efficient project administration and implementation and not a general expense to carry out existing responsibilities. Costs are authorized and are consistent with policies, regulations, and procedures by state and local law.
Date:	Signed:		
	Contractor Sharon H	Contractor Chief Financial Officer or Designated Representative Sharon Harrell, Financial Reporting/Grant Manager	tted Representative Grant Manager
Date:	Print name of Con Signed:	Print name of Contractor Chief Financial Officer or Designated Representative	Designated Representative
	Trial C Robii	Trial Court Administrator or Designated Representative Robin M. Wright, Trial Court Administrator	Representative ministrator
	Print name of	Print name of Trial Court Administrator or Designated Representative	gnated Representative

SALARY & BENEFITS

Drug Court Expansion Program	Program
De of Work Performed on Project: Number of Clients Served: Number of Clients Served: Hours Worked Worked on Project Salary for Pay Period Overtime Pay for Period Overtime Pay for Period Insurance Insurance Number Insurance Overtime Pay for Period Insurance Insurance <td></td>	
Number of Clients Served: Hours Worked Hours Worked Worked on Project Salary for Pay Period Overtime Pay for Period Overtime Pay for Period Insurance Instribution Instributin Instributin	
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Hours Worked on ProjectGross Salary for Pay PeriodGross Overtime Pay for PeriodGross Overtime Pay for PeriodHealth InsuranceLife InsuranceLife InsuranceRetirementRetirementPICAOthersOthers DescriptionTotal Benefits Paid this Period	0.0
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Life InsuranceRetirementFICAFICAOthersOthers DescriptionTotal Benefits Paid this Period	\$0.00
RetirementFICAOthersOthers DescriptionTotal Benefits Paid this Period	\$0.00
FICA Others Others Description Total Benefits Paid this Period	\$0.00
Others Description Total Benefits Paid this Period	\$0.00
Others Description Total Benefits Paid this Period	\$0.00
Total Benefits Paid this Period	
	\$0.00 \$
Total Benefits Charged to Project	\$0.00
Total Charges to Project	\$0.00

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DETAILS OF EXPENSE

Circuit:	County:	Report #:	Period:
Project Title: Adult Post-Adjudicatory Drug Court Expansion Program	rug Court Expansion Program		Phone#:
Vendor	Description of Item	п	Amount
		Subtotal	00.02

OPERATING CAPITAL OUTLAY

ADMINISTRATIVE COSTS

		Amount									\$0.00	80.00
Period:	Phone#:						•				otal	otal
											Subtotal	Gra
County: Report #:	Court Expansion Program	Description										This column total appears on Summary Statement.
Circuit: C	Project Title: Adult Post-Adjudicatory Drug Court Expansion Program	Vendor										



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8836	County Administrator's Report 13. 30.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Implementing a Minimal 3% Transaction Fee for Acceptance of Credit and/or Debit Card Payments From Animal Services Division Customers
From:	Donald R. Mayo, Building Official/Department Director
Organization:	Building Services
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Implementing a 3% Transaction Fee for Acceptance of Credit and/or Debit Card Payments From Customers of the Animal Services Division - Donald R. Mayo, Building Services Department Director

That the Board take the following action concerning implementing a minimal 3% transaction fee for all payments accepted at the Animal Services Division from customers using a credit and/or debit card as payment:

A. Authorize implementing a minimal 3% Transaction Fee for acceptance of credit and/or debit card payments from Animal Services Division customers; and

B. Approve the effective date of October 1, 2015, for implementation of the 3% Transaction Fee.

[Funding: There will be no cost to the Animal Services Division to implement this transaction fee. The 3% fee will be charged to the customers, recovering the Animal Services Division's costs associated with using a credit and/or debit card as payment and reducing operational costs]

BACKGROUND:

To keep up with standard business practices, the Animal Services Division offers the convenience of accepting electronic payments from customers for which it incurs a minimum of three percent (3%) with each transaction, depending upon the type of card presented for payment. The Animal Services Division has not implemented a surcharge to recover the costs associated with electronic payments. Animal Services would like to implement a minimal transaction fee of three percent (3%) in order to continue to accept electronic payments from its customers without using Animal Services operation funds. This is an established policy of other County Departments and Elected Officials who accept electronic payments. Board approval is required since Animal Services operates in conformity with a fee schedule adopted by the Board pursuant to Section 828, Florida Statutes, and Chapter 10, Section 10(6), of the

Escambia County Code of Ordinances.

BUDGETARY IMPACT:

There will be no cost to the Animal Services Division to implement this transaction fee. The three percent (3%) fee will be charged to the customers, recovering the Animal Services Division's costs associated with using a credit and/or debit card as payment and reducing operational costs.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Recommendation was reviewed and approved by Meredith D. Crawford, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The three percent (3%) transaction fee for the use of credit and/or debit cards must be approved by the Board because the Animal Services Division operates with a fee schedule adopted by the Board pursuant to Section 828, Florida Statutes, and Chapter 10, Section 10(6), of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

The Animal Services Division will coordinate development of a Fee Code necessary for assessing the fee and providing the required accounting. Notice of the minimal three percent (3%) transaction fee will be provided via the Division webpage, PIO General Alert and other means of distribution.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8873	County Administrator's Report 13. 31.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Approval to Issue Fiscal Year 2015/2016 Purchase Orders in Excess of \$50,000
From:	David Wheeler, Department Director
Organization:	Facilities Management
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2015/2016 Purchase Orders in Excess of \$50,000, for the Facilities Management Department - David W. Wheeler, CFM, Facilities Management Department Director

That the Board, for the Fiscal Year 2015/2016, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements or annual requirements for the Facilities Management Department, as follows:

	Vendor/Contractor	Amount	Contract Number
Α.	Blue Arbor, Inc. Vendor Number: 023818 Temporary Labor Services Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: \$80,000	\$80,000	PD 14-15.041
B.	Engineered Cooling Services, Inc. Vendor Number: 051168 Central Energy Plant Maintenance		
	Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$100,000	\$107,400	PD 13-14.058
	Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: \$7,400		

C.	Republic Services, Inc. Vendor Number: 420244 Refuse and Recycling Container Service Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$129,000 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance)	\$139,000	PD 12-13.041
D.	Amount: \$10,000 American Facility Services, Inc. Vendor Number: 012106 Contract Custodial Services for County Building Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: \$665,500	\$665,500	PD 10-11.049
E.	Panhandle Humbaugh Elevators, Inc. Vendor Number: 160125 Elevator Maintenance Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$50,000 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: \$7,000	\$57,000	PD 12-13.056

BACKGROUND:

The issuance of these Purchase Orders during the first week of October 2015 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the Budget under General Fund (001), Cost Center 310203 Facilities Management/Maintenance and 310202 Facilities Management/Custodial & Library Fund (113), Cost Center 110502, Library/Maintenance.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8975	County Administrator's Report 13. 32.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Purchase Orders over \$50,000 for Fiscal Year 2015/2016
From:	Amy Lovoy, Assistant County Administrator
Organization:	Information Technology
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2015/2016 Purchase Orders in Excess of \$50,000 for the Information Technology Department - Shawn Fletcher, Information Technology Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Information Technology Department for the Fiscal Year 2015/2016.

BACKGROUND:

The Information Technology Department has purchase orders that over the course of a fiscal year may exceed \$50,000. The issuance of these purchase orders during October 2015 is essential to ensure the continuity of services provided through our department to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding is available in the specified cost center(s) for each purchase order noted above

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Information Technology Department will coordinate with the Office of Purchasing on the issuance of these purchase orders.

Attachments

Information Technology \$50,000

E.

Vendor #	Vendors	Contract Numbers	Amounts
022687	AT & T County Metro Ethernet Network VPN Service Fund: 001 Cost Center: 270103	Bidding in Process	\$200,000
034901	Cox Communications Internet Services, PRI Services, Metro-E Funds:001/113 Cost Centers: 270103/110503		\$75,000
040517	Dell Marketing Computers, Laptops & Misc. Computers Items Funds: 001/113 Cost Centers: 270103/110503	WN05ACA	\$200,000
042883	E-Tech IBM Software Support and Maintenance Fund: 001 Cost Center: 270111	973-561-10-1	\$62,000
150525	PC Specialists Inc DBA Technology Integration Group (TIG) Maintenance Renewal, switches, routers, VOIP equipment, and professional services Funds: 001 Cost Centers: 270103	43220000-WSCA-14-ACS	\$250,000
051291	Environmental Systems Research Institute Geographical Information Systems Software Support and Maintenance Fund: 001 Cost Center: 270109		\$80,000
111135	Kronos Incorporated Hardware, Maintenance and Software Support Fund: 001 Cost Center: 270109		\$65,000
193781	Southern Light Internet Services Funds: 001/113 Cost Centers: 270103/110503	Bidding in process	\$200,000
193560	SmartCop, Inc DBA (CTS America) Jail Management System Fund: 001 Cost Center: 270109		\$80,000



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8995	County Administrator's Report 13. 33.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	VE14-15.034 - Waste Services Department Equipment Purchase
From:	Pat Johnson, Department Director
Organization:	Waste Services
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning Waste Services Department Equipment Purchase - Patrick T.</u> Johnson, Waste Services Department Director

That the Board approve the purchase of one 2016 International 5900i 6x4 Tandem Axle Tractor and authorize the issuance of a Purchase Order, in the amount of \$138,958.34, to Ward International Trucks, Inc., in accordance with the specifications of VE14-15.034.

In compliance with the Local Preference Initiative, VE14-15.034 was posted on the Escambia County website with the "Pending Vehicle and Equipment Purchases", from 07/21/15 - 08/22/15. Ward International Trucks, Inc., proposed the low cost offer. This vehicle will replace Property #51650, a 1999 Sterling Tractor.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 56401]

BACKGROUND:

VE14-15.034 Solid Waste Equipment Purchase #2 - 59200# GVRW 6x4 Tandem Axle Tractor was posted on the Escambia County website with the "Pending Vehicle and Equipment Purchases", from July 21, 2015 through August 22, 2015, in compliance with the Local Preference initiative. Wards International Trucks, Inc. submitted their proposal which was the low cost offer. This purchase will replace Property #51650, 1999 Sterling Tractor, which will be used to transport solid waste from the Palafox Transfer Station to the Perdido Landfill.

BUDGETARY IMPACT:

Funding for the purchase of this equipment is available in Fund 401, Solid Waste, Cost Center 230306, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

After Board approval, a Purchase Order will be issued from the Office of Management and Budget.

Attachments

Wards International Spec. VE14-15.034 Specification

Prepared For: ESCAMBIA COUNTY FLORIDA purchasing department PO Box 1111 Pensacola, FL 32591-1100 (850)436 - 5711 Reference ID: N/A Presented By: WARD INTL TRUCKS INC. Kenny r Necaise 5885 NORTH W STREET PENSACOLA FL 32505 -(850)474-9301

August 14, 2015

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile 2016 5900i SBA 6X4 (DF697)

APPLICATION:	Оп-Off Highway Tractor - General
MISSION:	Requested GCWR: 80000. Calc. GVWR: 59200
	Calc. Start / Grade Ability: 20.10% / 2.27% @ 55 MPH
	Calc, Geared Speed; 76.9 MPH
DIMENSION:	Wheelbase: 202.00, CA: 128.00, Axle to Frame: 60.00
ENGINE, DIESEL:	{Navistar N13} EPA 2010, SCR, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100
	RPM Governed Speed, 475 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive;
TRANSMISSION, AUTOMATIC.	On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder
CLUTCU:	
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	(Meritor MFS-13-143A) Wide Track, I-Beam Type, 13,200-lb Capacity
AXLE, REAR, TANDEM:	(Mentor RT-46-160P) Single Reduction, 46,000-lb Capacity, With Lube Pump, With Driver
	Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio:
	5.38
CAB:	Conventional
TIRE, FRONT:	(2) 11R24.5 HSR2 (CONTINENTAL) 476 rev/mile, load range H, 16 ply
TIRE, REAR:	(8) 11R24.5 HSR2 (CONTINENTAL) 476 rev/mile, load range H, 16 ply
SUSPENSION, REAR, AIR, TANDEM	: {Hendrickson HAS-460-55} 55" Axle Spacing; 46,000-lb Capacity, 9.5" Ride Height, With Shock
	Absorbers Mounted Inboard
PAINT:	Cab schematic 100KE
.,	Location 1: 9219, Winter White (Std)
	Chassis schematic N/A

INTERNATIONAL [®]	Vehicle Specifications 2016 5900i SBA 6X4 (DF697)	August 14, 2015
<u>Code</u> DF69700	<u>Description</u> Base Chassis, Model 5900i SBA 6X4 with 202.00 Wheelbase, 128.00 CA, and 60.00 Axle	to Frame.
1616	FRAME RAILS WITH TAPERED REAR	
1CCV	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" x	389.4" OAL
1LRC	BUMPER, FRONT Full Width, Heavy Duty, Chrome Plated Steel With H.D. Crossmember	and Tow Pin
2ASG	AXLE, FRONT NON-DRIVING (Meritor MFS-13-143A) Wide Track, I-Beam Type, 13,200-	lb Capacity
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Brake System; Brakes, Front Air Cam; Wheels; Tires.	Front Suspension;
3ADD	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 14,000-lb Capacity; With Shock A	Absorbers
	Includes : SPRING PINS Threaded	
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Brake System; Brakes, Front Air Cam; Wheels; Tires.	Front Suspension;
4092	BRAKE SYSTEM, AIR Dual System for Tractor Applications	
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE With 04092 Tractor Air Brakes and 16.5" Brakes : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : GLAD HANDS (2) One for Service and One for Emergency; Trailer Hoses from Cab : HAND CONTROL VALVE, AIR Mounted on Steering Column : HOSE TENDER Back of Cab Mounted : PARKING BRAKE CONTROL Yellow and Red Knobs, Located on Instrument Panel : PARKING BRAKE VALVE Combination Valve for Tractor and Trailer : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for Forward : SLACK ADJUSTERS, FRONT Automatic : SUACK ADJUSTERS, REAR Automatic : SWITCH, AUXILIARY Interrupter for Cab and Trailer Clearance/Marker Lights (Blinks Lig Switch in "ON" Position); Instrument Panel Mounted : TRACTOR PROTECTION VALVE Notes : Rear Axle is Limited to 40,000-lb GAWR with Code 04092 BRAKE SYSTEM, AIR and Stand Brakes Regardless of Axle/Suspension Ordered.	ስts with Headlight
4196	BRAKES, FRONT, AIR CAM 16.5" x 5", Includes 24 Sqln Long Stroke Brake Chambers	
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank	
4764	DUST SHIELDS, REAR BRAKE for Use With Tractor Air Brakes	
4774	SPECIAL RATING, GAWR Provides Rear Tractor Brake Rating Equal to Axle Rating up to 23 Axles, 46,000-lbs for Tandem Axles, or 69,000-lb for Tridem	3,000-lbs for Single
	<u>Notes</u> : Provides Rear Axle GAWR Up to 46,000-Lb.	
4AAU	BRAKE CHAMBERS, ADDITIONAL (2) {Bendix} Spring Brake Type; 30/30 SqIn	
4AZU	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (6-C Modulator)	hannel 6 Sensor/6
	Includes	

Vehicle Specifications 2016 5900i SBA 6X4 (DF697)

<u>Code</u>	<u>Description</u> : BOB TAIL PROPORTIONING SYSTEM for Rear Axles is included With 04092, BRAKE SYSTEM, AIR (Tractor) When Ordered With Code 04AZG, ABS OMIT ITEM
4EAH	AIR DRYER (Bendix AD-9) With Heater, Standard Location
	Includes : AIR DRYER LOCATION Inside Left Rail, Back of Cab
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqln
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4NDH	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 8.625″ Includes 30/30 Sq.In. Long Stroke Brake Chambers and Spring Actuated Parking Brake
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
4SPM	AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM Capacity, Single Cylinder
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes
5710	STEERING COLUMN Tilting and Telescoping
5PSA	STEERING GEAR {Sheppard M-100} Power
5WBC	STEERING WHEEL {V.I.P.} 2-Spoke; 18" Diam., Black, Leather Wrapped
6DDC	DRIVESHAFT SYSTEM SPL250XL Driveshaft and SPL170XL Inneraxle Shaft in lieu of 1810 Driveshaft and 1710 Inneraxle Shaft
7BES	AFTERTREATMENT COVER Polished Aluminum
7DXM	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Dual Vertical Tail Pipes & Bright Guards, Cab Mounted
7SDK	ENGINE COMPRESSION BRAKE by Jacobs; for N13 Engines, With Selector Switch and On/Off Switch
7WBB	TAIL PIPE (2) Turnback Type, Bright, for Dual Exhaust
7WBU	EXHAUST HEIGHT 11' 6"
7WZY	SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, ON/OFF Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in ON Position
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	Includes : BATTERIES (3) Maintenance-Free, 12-Volt 1950 CCA Total : CIGAR LIGHTER Includes Ash Cup, Center Console Mounted : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Integral with Turn Signal Switch : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, 5" x 7" Rectangular : HORN, AIR Single, Chrome : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : READING LIGHT, CAB (2) with Individual Switches; One Above Each Door : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL FLASHER : TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature

: TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature

Vehicle Specifications 2016 5900i SBA 6X4 (DF697)

August 14, 2015

<u>Code</u>	Description : TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Instrument Panel Mounted : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8559	LIGHT, WORK Pedestal Mounted BOC, With Switch on "B" Pillar Behind Driver's Seat
	<u>Notes</u> : Feature included with Sleeper Cab or Frame Access Packages. : Feature included with Sleeper Cab.
8649	FOG LIGHTS (2) {Per-Lux 600 Series} 100 Watt Sealed Beam, Clear, With Rectangular Lens and Louvers
	<u>Notes</u> : Fog Lights are Not Driving Lights
8695	SNOW SHIELD (2) Chrome; for Dual Air Horns
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8836	HORN, AIR (2) Single Bell, Extra Long, Organ Tone; Chrome
8GGN	ALTERNATOR (Bosch LH160) Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount
8MKY	BATTERIES (3) {International Group 31} Maintenance-Free (3) 12-Volt 2775CCA Total
8RBZ	SPEAKER, AUXILIARY, CB RADIO With Jack for CB; Mounted Left Side Above Driver's Door
8RDH	ANTENNA BASE (2) Dual Function, for CB and Entertainment Radio, With Splitter, Lead-Ins and Dual Function Antennas; Mounted on Left and Right Mirrors
	Includes : CB WIRING for Mounting CB; in Center Header Storage Compartment
8RDT	CB RADIO Accommodation Package; Accommodates Larger CB Radio, Includes Brackets and Velcro Straps, With Two Post Power Terminal and Direct Wire Power Option Mounted Center of Header
8RMB	RADIO AM/FM/CD/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers
8VAY	HORN, ELECTRIC Disc Style
8VUH	BATTERY BOX COVER Polished Aluminum
8WBW	JUMP START STUD Remote Mounted
	<u>Includes</u> : JUMP START STUD Mounted to Battery Box
8WDG	BACK-UP ALARM (Preco 1059) Electronic; Solid State, Dual Function, 112 dBA
8WKE	BATTERY BOX Aluminum With Aluminum Cover, 30" Wide, 2, 3 or 4 Battery Capacity, Mounted Left Side Under Cab
8WNH	RUNNING LIGHT (2) Daytime
8WNT	CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Mounted on Sunshade
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
	<u>Notes</u> : This starter is designed to work reliably without the need for thermal overcrank protection and provides the same warranty coverage as starters with thermal overcrank protection.
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses

Vehicle Specifications 2016 5900i SBA 6X4 (DF697)

<u>Code</u> 8XAK	<u>Description</u> SWITCH, MARKER INTERRUPT Interrupter; for Cab and Trailer Clearance/Marker Lights; Dual Position (Blinks Lights with Headlight Switch in "ON or OFF" Position)
8XAZ	TURN SIGNAL SWITCH {Douglas} Self-Cancelling Includes Integral Hazard Switch and Lift to Dim Feature
9107	FRONT END Tilting, Fiberglass
	Includes : GRILLE Stainless Steel Vertical Grille Bars : GRILLE SURROUND Polished Stainless Steel : HEADLIGHT BEZELS Chrome
9505	QUARTER FENDERS for Rear Wheels, Mirror-Finished Stainless Steel, Frame Mounted
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WAC	BUG SCREEN Front End; Mounted Behind Grille
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "KE"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10930	KEYS - ALL ALIKE, ID Variation F, K-100
10943	KEYS - ALL ALIKE Fleet - Includes Ignition and Cab Door Keys
10HJB	FIFTH WHEEL, AIR SLIDE {Fontaine SL7LWB725024} 24" Slide, Cast Top Plate, 7.25" Above Top of Frame; Left Side Release
10WCY	SAFETY TRIANGLES
10WPT	MUD FLAP HOLDER Spring Loaded, Painted Black; With 45-Degree End, With Red and White Reflective Tape; Less Flaps
10WPZ	MUD FLAPS, REAR Black Poly, Anti-Sail, Anti Spray, Less Logo; Less Holders
11001	CLUTCH Omit Item (Clutch & Control)
12BCT	ENGINE, DIESEL {Navistar N13} EPA 2010, SCR, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed
	includes : FAN Nylon
12UNC	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2015; N13 Engines
12VBT	AIR CLEANER Single Element, Heavy Duty
	Includes : AIR CLEANER with Vacuator : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
12VGA	ENGINE CONTROL, REMOTE MOUNTED for PTO with N13 Engines
12WCX	HOSE CLAMPS, RADIATOR HOSES (Gates) Shrink Band Type
12WEG	COLD STARTING EQUIPMENT Automatic; With Engine ECM Control
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted

Vehicle Specifications 2016 5900i SBA 6X4 (DF697)

Code	Description
12WUJ	COOLANT FILTER for 2010 N13 Engines
12WZB	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12XAV	RADIATOR Aluminum; Welded, Front to Back Down Flow System, 1429 Sqln, 740 Sqln CAC, 1099 Sqln 3 Core LTR
13ATR	TRANSMISSION, AUTOMATIC {Allison 4000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder
13TKT	LOCATION, PTO, SPLIT SHAFT With Front PTO Output Shaft Mounted 48" BOC and 11.5" Above Top of Frame
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WCU	OIL COOLER, AUTO TRANSMISSION {Modine} Remote Mounted; For Use With Automatic Transmission Less Retarder
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
14862	PDL WARNING BUZZER Power Divider Lock
14899	SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab
14HRL	AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, With Lube Pump, With Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 5.38
	Includes : POWER DIVIDER LOCK Air Operated, Cab Control with Indicator Light in Cluster : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance
14ULT	SUSPENSION, REAR, AIR, TANDEM {Hendrickson HAS-460-55} 55" Axle Spacing; 46,000-lb Capacity, 9.5" Ride Height, With Shock Absorbers Mounted Inboard
	Includes : CROSSMEMBER, SUSPENSION 3-Piece
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
14WBN	DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash
14WMK	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints
15BAA	DEF TANK COVER Stainless Steel
15DXD	FUEL TANK (2) Polished Aluminum, 24" Diam., 80 U.S. Gal., 302L Capacity; Total Capacity 160 U.S. Gal., 604L; with Dual Supply & Return Lines and Less Equalizer Line, Mounted Left & Right, Back of Cab
15DYR	DEF TANK 9.5 U.S. Gal. 36.0L Capacity, Frame Mounted Outside Left Rail, Back of Cab
15LKU	FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor

Vehicle Specifications 2016 5900i SBA 6X4 (DF697)

<u>Code</u> 15WCS	Description FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module
16031	CAB Conventional
	Includes : CLEARANCE/MARKER LIGHTS (5) Roof Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CONSOLE, CENTER Plastic, Driver Convenience with a Cup and Change Holder, Ash Tray and Lower Storage Area with Net. NOTE: Ash Tray not included with automatic transmission : DOME LIGHT, CAB (2) Rectangular, Door and Header-Mounted Switch Activated; Above Door Mounted, One Each Side : DOOR CHECK STRAP (2) One Each Door : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (2) One Each Side : GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors : MISTERIOR (2) FET Michael Mounted Median Device and Passenger Doors
	: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : SKIN Riveted : STEP (4) Two Steps Per Door : STORAGE, CAB INTERIOR Vinyl Pocket, Mounted on Driver and Passenger Seat Back
16564	HEATER SHUT-OFF VALVES (1) Ball Check Valve Type, Supply Line
16CDL	CAB INTERIOR TRIM ACCENT Dark Tan
16HBJ	GAUGE CLUSTER Black Face; English with English Electronic Speedometer and with Tachometer for Air Brake Chassis, Includes Odometer, Trip Odometer, Total Engine Hours, and Trip Hours
	<u>Includes</u> : GAUGE CLUSTER (4) Water Temperature (Electronic), Engine Oil Pressure (Electro nic), Fuel, Voltmeter
16HGG	GAUGE, OIL TEMP, ENGINE
16HGH	GAUGE, OIL TEMP, ALLISON TRAN
16HGL	GAUGE, OIL TEMP, REAR AXLE
16HGN	GAUGE, AIR APPLICATION
16HHG	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Chrome Bezel Mounted in Instrument Panel
16HHK	GAUGE, LOAD INDICATING With Chrome Bezel; for Use With Rear Air Suspension
16HHY	GAUGE, MANIFOLD PRESSURE Data Link Driven; With Chrome Bezel, Mounted in Instrument Panel, Includes Controller Module
16HLJ	GAUGE, DEF FLUID LEVEL
16JPG	SEAT, DRIVER {National 2000 Model 195} Air Suspension, Hi Back, Vinyl W/Cloth Insert, 2 Arm Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Way Front Adj, 3 Way Rear Cushion Adj, 2-15 Degree Back Angle Adjustment, Adj Side Bolster, Vinyl Suspension Cover, Heat
	Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type
	<u>Notes</u> : Color Will Match Interior Trim Accent Color.
16PNU	SEAT, PASSENGER {National 2000 Model 192} Non-Suspension, High Back, Vinyl With Cloth Insert, 2 Arm Rests, 11 Degree Back Angle Adjustment, Map Pocket
	Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type
	<u>Notes</u> : Color Will Match Interior Trim Accent Color.

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Vehicle Specifications 2016 5900i SBA 6X4 (DF697)

August 14, 2015

Cada	Description
<u>Code</u> 16SDG	<u>Description</u> MIRROR, CONVEX, LOOK DOWN {Lang Mekra} Right Side; 6" x 10 1/4", With Bright Finish
16VAJ	CAB INTERIOR TRIM Premium Level; Vinyl, for Day Cab
	Includes : "A" PILLAR COVER Plastic, Medium Tan : CAB INTERIOR TRIM PANELS Soft Padded Vinyl : CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Velcro Strap for CB Radio Mounting; Two with Netting; Light Switches for Dome and Courtesy Lights : COURTESY LIGHT (2) Driver and Passenger Door Mounted : DOOR TRIM PANELS Vinyl Covered Driver and Passenger Doors : FLOOR COVERING Rubber, Black : FLOOR MATS, CAB Rubber : HEADLINER Soft Padded Vinyl : HEATER BOX Metal, Painted Black : INSTRUMENT PANEL TRIM Vinyl, Medium Tan with Woodgrain Appearance Panel Face : MIRROR, CONVEX, LOOK DOWN Black Finish; 6" x 10-1/4"; Located on Passenger Side : STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door : SUN VISOR (2) Vinyl with Toll Ticket Strap
16VAW	STORAGE, CAB INTERIOR Molded Holder for Thermos, Maps, and CD's; Located at Base of Passenger Seat Notes
	: Feature included with CAB INTERIOR TRIM, Eagle
16VRT	HEATER, ENHANCED CIRCULATION {Bergstrom} Control, for Extreme Cold Weather Climates
16VRZ	CAB SOUND INSULATION {Whisper Cab} Daycab Interior Noise Reduction Package
16WAK	WINDOW, POWER (2) in Left and Right Doors
16WJC	APADS SYSTEM {Index Sensors & Controls} Air Conditioner Protection and Diagnostics System; Use With Temperature Controlled Fan
16WJG	CAB DOOR LOCKS Power
16WKB	AIR CONDITIONER {International Blend-Air} With Integral Heater & Defroster
	<u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A
16WKR	WINDSHIELD Single Piece
16WLD	CAB REAR SUSPENSION {Link Z9079D1} Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly
16WSP	MIRRORS (2) {International} West Coast Type, Rectangular, Power Both Sides, Heated Heads, Lighted Both Sides, Bright Heads & Brackets, 16" x 7" & Convex, 102" Inside Spacing,
16XWE	SUNSHADE, EXTERIOR Bright Finish; Includes Integral Clearance/Marker Lights
16ZDV	GRAB HANDLE Exterior; Towel Bar Type In Lieu Of Non-Bright Grab Handles; for use with Cab/Frame or Cab/ Frame/Sleeper Non-Bright Access, Without Chassis Skirts
16ZHG	ACCESS, CAB AND FRAME Bright, Frame Access Step Mounted Left Side, with One Deck Plate and Grab Handle
27DMJ	WHEELS, FRONT DISC; 24.5" Non-Polished Aluminum, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs
	<u>Notes</u> : Aluminum Wheels not Painted or Coated : Compatible Tire Sizes: 11R24.5, 12R24.5, 275/80R24.5, 285/75R24.5

INTERNATIONAL®	Vehicle Specifications 2016 5900i SBA 6X4 (DF697)	August 14, 2015
<u>Code</u> 28DRM	Description WHEELS, REAR DUAL DISC; 24.5" Painted Steel, 10-Stud (285.75MM BC) Hub F Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and With Steel H	
29WLA	WHEEL BEARING, FRONT, LUBE {EmGard 50W} Synthetic Oil	
7384225415	(2) TIRE, FRONT 11R24.5 HSR2 (CONTINENTAL) 476 rev/mile, load range H, 16	6 ply
7384225415	(8) TIRE, REAR 11R24.5 HSR2 (CONTINENTAL) 476 rev/mile, load range H, 16	ply
808WCU	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite Super 44} Less Power Module; With & Tail Lights and Super 40 Back Up Light; Must Include Separate Rear Reflectors	
810000	FIFTH WHEEL LOCATION On Rear Axle Centerline	
812BAG	FAN OVERRIDE Manual; With Electric Switch on Instrument Panel, (Fan On With	Switch On)
813WCC	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Contro Wired for PTO	ol Valve, Piping and Wiring,
816UAG	WINDOW, REAR 52.25" Wide	
829WAD	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Between Hub and Wheel	d Mounting Nuts Mounted
829WAE	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged I Between Hub & Wheel and Between Dual Wheels	Mounting Nuts, Mounted
	Services Section:	
40118	WARRANTY Standard for Paystar 5000, and Workstar 7500/7600, Effective with \ 2015 or Later, CTS-2003Z	/ehicles Built January 2,
1	install 2 line wetline kit with hot shift pto for a walking floor trailer	



INTERNATIONAL *Truck Specialty Center*



Escobedo, Mexico - Springfield, Ohio http://truckspecialtycenter.com - 800.641.4000

Quote	e #: JGR001421 Quoted: 8/14/2015	Revised:		Valid Till:	10/13/2015
	Contact Information		Vehicle	Information	
Kenny	Necaise	Order:		Quote	
-	nternational - Pensacola	Job:		Quote	
850.206	5.6549	Model:	5900i	Axle Config:	6x4
knecais	se@bellsouth.net	Quantity:	1	Build Date:	TBD
Line	Modification De	escription			Cost/Unit
01	Includes: - Chelsea 280 series Hot Shift PTO (for Allison 4000 - Parker PGP051 hydraulic pump - 50 gallon aluminum upright tank mounted behind ca - 2-lines to trailer (supply/return) budgeutic files		n) mounted (on left side	
	 hydraulic filter shut off valves on suction and return lines quick connects on for trailer line connections Requires 813WCC or equivalent from factory for PTO Must have sufficient space for mounting hydraulic tank 		nes may an	nlv	
_	 shut off valves on suction and return lines quick connects on for trailer line connections 		ges may ap	ply.	

In order for TSC to order parts and schedule work per this quote, written approval is required with the quote number and order/job numbers of the units to be worked.

Please send approval notice and/or PO to joe.reed@navistar.com and confirm unit is routed to TSCWRK.

If customer supplied parts or materials are provided on this quote, the parts or materials are required to be delivered to the TSC 10 days prior to build date. Parts and materials tracking information will be required. If parts or materials do not arrive within 10 days of the truck being received by the TSC, a storage fee of \$20.00 per day, per unit will be incurred.

All take-off parts become property of TSC unless other arrangments are made.

Thank you for considering us for this opportunity.

Quoted by: Joe Reed - 214-355-7105

INTERNATIONAL®

Financial Summary 2016 5900i SBA 6X4 (DF697)

August 14, 2015

(US DOLLAR)

Description	(+,	<u>Price</u>
Factory List Prices:		
Product Items	\$237,340.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$237,340.00
Freight	\$2,200.00	
Total Freight:		\$2,200.00
Total Factory List Price Including Freight:		\$239,540.00
Less Customer Allowance:		(\$100,581.66)
Total Vehicle Price:		\$138,958.34
Total Sale Price:		\$138,958.34
Total Per Vehicle Sales Price:		\$138,958.34
Net Sales Price:		\$138,958.34

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller 8-14-15 Pficso Official Title and Date Ê 11 11 Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager Office of Purchasing

The Solid Waste Division of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:
Year: 2016 - 0 mileage
Model: 59200# GVRW 6x4 Tandem Axle Tractor
Color: White
Equipment: To be equipped per specifications.
Warranty: 12 month complete truck/ unlimited mileage. 24 month engine and transmission/ unlimited mileage.
Vahiele Specifications and Manufacturar's Ontions

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

120 days

Maximum Budgeted Purchase Amount:

\$145,466.62

VE14-15.034 SOLID WASTE DEPARTMENT EQUIPMENT PURCHASE #2- 59200# GVRW 6x4 Tandem Axle Tractor

SPECIFICATIONS:

MISSION: Requested GCWR: 80000. Calc. GVWR: 59200 Calc. Start / Grade Ability: 27.60% / 2.05% @ 55 MPH Calc. Geared Speed: 82.3 MPH DIMENSION: Wheelbase: 201.00, CA: 139.00, Axle to Frame: 65.00 ENGINE, DIESEL:13 Liter, EPA 2010, SCR, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max) TRANSMISSION, AUTOMATIC: 6 Speed, Includes Oil Level Sensor, with PTO Provision, for ON/OFF Highway AXLE, FRONT NON-DRIVING: {Meritor MFS-13-143A} Wide Track, I-Beam Type, 13,200-lb Capacity AXLE, REAR, TANDEM: {Meritor RT-46-164P} Single Reduction, Standard Width, 46,000-lb Capacity, With Lube Oil Pump,With Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle. 200 Wheel Ends Gear Ratio: 5.38 **CAB:** Conventional TIRE, FRONT: (2) 11R24.5 HSR2 (CONTINENTAL) 476 rev/mile, load range H, 16 ply TIRE, REAR: (8) 11R24.5 HDR2 (CONTINENTAL) 468 rev/mile, load range H, 16 ply SUSPENSION, REAR, AIR, TANDEM: {Hendrickson HAS-460-55} 55" Axle Spacing: 46,000-lb Capacity, 9.5" Ride Height, With Shock Absorbers Mounted in Standard Location PAINT: Winter White (Std) FRAME RAILS WITH TAPERED REAR FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.250" x 3.380" x 0.375" 543.0" Maximum OAL BUMPER, FRONT Multi-piece Stainless Steel Includes: FOG LIGHT OPENING (2) and with Rectangular Hole for Step TOW PIN, FRONT Heavy Duty WHEELBASE RANGE 183" (465cm) Through and Including 228" (580cm) SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 13,200-lb Capacity; With Shock Absorbers BRAKE SYSTEM, AIR Dual System for Tractor Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : GLAD HANDS (2) One for Service and One for Emergency; Trailer Hoses from Cab : HAND CONTROL VALVE, AIR Mounted on Steering Column : HOSE TENDER Back of Cab Mounted : PARKING BRAKE CONTROL Yellow and Red Knobs, Located on Instrument Panel : PARKING BRAKE VALVE Combination Valve for Tractor and Trailer : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for Forward Rear Axle : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SWITCH, AUXILIARY Interrupter for Cab and Trailer Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted : TRACTOR PROTECTION VALVE : TRAILER HOSES AND CABLES 15' Coiled Lighting Cable with 7-Way Connector and with 15' Coiled Nylon Brake Hose BRAKES, FRONT, AIR CAM 16.5" x 5", Includes 24 Sq In Long Stroke Brake Chambers DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank HOSE TENDER Flexible Pogo Stick Type, Located 30" +/- 6" Back of Cab BRAKE CHAMBERS, ADDITIONAL (2) {Bendix} Spring Brake Type; 30/30 Sq In AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (6-Channel 6 Sensor/6 Modulator) AIR DRYER {Bendix AD-9} With Heater AIR DRYER LOCATION Inside Left Rail. Back of Cab BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sq In SLACK ADJUSTERS, FRONT {Haldex} Automatic SLACK ADJUSTERS, REAR {Haldex} Automatic

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 8.625" Includes 30/30 Sq. In. Long Stroke Brake Chambers and Spring Actuated Parking Brake

AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM Capacity, Single Cylinder DUST SHIELDS, FRONT BRAKE for Air Brakes

DUST SHIELDS, REAR BRAKE for Air Brakes

SPRING BRAKE MODULATOR VALVE With Relay function

AIR COMPRESSOR DISCHARGE LINE 1/2" ID to 5/8" ID Teflon Hose, With Stainless Steel Braid; to Air Dryer

STEERING COLUMN Tilting and Telescoping

STEERING GEAR (Sheppard M-100) Power

STEERING WHEEL 2-Spoke, 18" Diam., Dark Neutral, Leather Wrapped

DRIVESHAFT SYSTEM SPL250XL Driveshaft and SPL170XL Inner axle Shaft in lieu of 1810 Driveshaft and 1710 Inner axle Shaft

AFTERTREATMENT COVER Polished Aluminum

EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab

Includes Dual Vertical Tail Pipes & Bright Guards, Cab Mounted

ENGINE COMPRESSION BRAKE {Jacobs} With Selector Switch and On/OFF Switch

TAIL PIPE (2) Turnback Type, Bright, for Dual Exhaust

EXHAUST HEIGHT 11' 6"

SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, ON/OFF Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in ON Position

8000 ELECTRICAL SYSTEM 12-Volt, Standard Equipment

: BATTERY BOX Aluminum

: CIGAR LIGHTER Includes Ash Cup, Center Console Mounted

: FUSES, ELECTRICAL SAE Blade-Type

: HAZARD SWITCH Integral with Turn Signal Switch

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: HEADLIGHTS (2) Composite with Halogen Projector Beam

: HORN, AIR Single, Chrome

: HORN, ELECTRIC Single

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: READING LIGHT, CAB (2) with Individual Switches; One Above Each Door

: STARTER SWITCH Electric, Key Operated

: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

: TURN SIGNAL FLASHER

: TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature

: TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights;

Fender Mounted

: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature,

Steering Column Mounted

: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted

: WIRING, CHASSIS Color Coded and Continuously Numbered

SNOW SHIELD (2) Chrome; for Dual Air Horns

POWER SOURCE Cigar Type Receptacle without Plug and Cord

HORN, AIR (2) Single Bell, Extra Long, Organ Tone; Chrome

ALTERNATOR (Bosch LH160) Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount

BATTERY SYSTEM (3) 12 Volt 3000CCA

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control Bluetooth for Phone & Music, with Multiple Speakers

ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio,

Without Splitter, Separate Lead-Ins, With CB Antenna Mounted on Left Mirror and

AM/FM Antenna Mounted on Right Mirror

STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, With LED Bulbs for Stop,

Turn & Tail Lights and Truck Lite Super 40 for Backup lights, With Power Module,

BATTERY BOX COVER Polished Aluminum

JUMP START STUD Remote Mounted

POWER SOURCE, TERMINAL TYPE 2-Post

BACK-UP ALARM {Preco 1059} Electronic; Solid State, Dual Function, 112 dBA

BATTERY BOX Aluminum With Plastic Cover, 30" Wide, 2, 3 or 4 Battery Capacity, Mounted Left Side Under Cab RUNNING LIGHT (2) Daytime

CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Mounted on Sunshade

STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses

LIGHT, WORK (2) Pedestal Mounted BOC With Switch on Instrument Panel QUARTER FENDERS for Rear Wheels, Mirror-Finished Stainless Steel, Frame Mounted **FRONT END Tilting Composite** Includes: GRILLE SURROUND Brushed Stainless Steel INSULATION, UNDER HOOD for Sound Abatement INSULATION, SPLASH PANELS for Sound Abatement KEYS - ALL ALIKE Fleet - Includes Ignition and Cab Door Keys FIFTH WHEEL, AIR SLIDE {Fontaine SL7LWB725024} 24" Slide, Cast Top Plate,7.25" Above Top of Frame; Left Side Release MUD FLAP HOLDER Spring Loaded, Painted Black; With 45-Degree End, With Red and White Reflective Tape MUD FLAPS, REAR Black Rubber, Anti-Sail Less Logo ENGINE, DIESEL 13Liter EPA 2010, SCR, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max) FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2015; AIR CLEANER Single Element, Heavy Duty FAN OVERRIDE Manual; With Electric Switch on Instrument Panel, (Fan On With Switch On) HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type COLD STARTING EQUIPMENT Automatic; With Engine ECM Control FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted COOLANT FILTER EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle Decal RADIATOR Aluminum: Welded. Front to Back Down Flow System.1429 Sg In. 740 Sg In CAC.1099 SgIn 3 Core LTR. THRU-SHAFT PTO Provision, Rear TRANSMISSION, AUTOMATIC; 6 Speed, Includes Oil Level Sensor, with PTO Provision, for ON/OFF Highway Includes : OIL FILTER, TRANSMISSION Mounted on Transmission : TRANSMISSION OIL PAN Magnet in Oil Pan OIL COOLER, AUTO TRANSMISSION Remote Mounted; for Use With Automatic Transmission and Retarder **TRANSMISSION OIL Synthetic** PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO PDL WARNING BUZZER Power Divider Lock SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab AXLE, REAR, TANDEM {Meritor RT-46-164P} Single Reduction, Standard Width, 46,000-lb Capacity, With Lube Oil Pump, With Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 5.38 Includes : POWER DIVIDER LOCK Air Operated, Cab Control with Indicator Light in Cluster : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle SUSPENSION, REAR, AIR, TANDEM {Hendrickson HAS-460-55} 46,000-lb Capacity, 9.5" Ride Height, With Shock Absorbers Mounted in Standard Location DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil FUEL TANK (2) Polished Aluminum, 24" Diam., 80 U.S. Gal., 302L Capacity, Total Capacity 160 U.S. Gal., 604L with Dual Supply & Return Lines and Less Equalizer Line. Mounted Left & Right, Back of Cab DEF TANK 9.5 U.S. Gal. 36.0L Capacity. Frame Mounted Outside Left Rail. Back of Cab FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base. Includes Water-In-Fuel Sensor FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module CAB Conventional Includes : COAT HOOK, CAB Located on Rear Wall, Behind Passenger Seat : CONSOLE, CENTER Plastic, Driver Convenience with a Cup and Change Holder, Ash Tray and Lower Storage Area DOME LIGHT, CAB (2) Driver and Passenger Dome Lights with Individual Switches, in Headliner : DOOR CHECK STRAP (2) One Each Door : GLASS, ALL WINDOWS Tinted

: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side

: GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors

: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color

: SKIN Riveted

: STEP (4) Two Steps Per Door

GAUGE CLUSTER English With English Electronic Speedometer

GAUGE, AIR PRESSURE for Pressure in Rear Air Suspension; Mounted In Instrument Panel

GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) Mounted in Instrument Panel

INDICATOR TRANS GEAR POSITION Display Gear Transmission

SEAT, DRIVER {National 2000 Model 195} Air Suspension, Hi Back, Vinyl W/Cloth Insert, 2 Arm Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Way Front Adj, 3 Way Rear Cushion Adj, 2-15 Degree Back Angle Adjustment, Adj Side Bolster, Vinyl Suspension Cover, Heat

SEAT, PASSENGER {National 2000 Model 192} Non Suspension, High Back, Vinyl Boxing With Cloth Facing, 11 Degree Back Angle Adjust

MIRRORS (2) {Lang Mekra} Aero; Rectangular, Power Both Sides, Thermostatically Controlled Heated Heads, Amber Lens Clearance Light LED,

Black Painted Finish Heads, Brackets & Arms, Breakaway Type, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing

STORAGE, CAB INTERIOR Storage Pocket, Located on Back Wall BetweenDriver and Passenger Seats

HEATER, ENHANCED CIRCULATION (Bergstrom) Control, for Extreme Cold Weather Climates

CAB INTERIOR TRIM Premium Level; Day Cab

Includes

: "A" PILLAR COVER Molded Plastic

: CAB INTERIOR TRIM PANELS Vinyl

: CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with

Strap for CB Radio Mounting; Two with Netting, Courtesy Lights with Switches

: COURTESY LIGHT (2) Driver and Passenger Door Mounted

: DOOR TRIM PANELS Vinyl Upper with Power Locks and Windows, Upper andLower Grab Handles, Both Sides

: FLOOR COVERING Rubber, Black

: HEADLINER Soft Padded Vinyl

: HEATER BOX Metal, Painted Black

: INSTRUMENT PANEL TRIM Vinyl

: MIRROR, CONVEX, LOOK DOWN Black Finish; 6" x 10-1/4"; Located on Passenger Side

: STORAGE POCKET, DOOR (2) Driver and Passenger Door

: SUN VISOR (2) Vinyl with Molded Toll Ticket Retainer

WINDOW, REAR 52.25" Wide

WINDOW, POWER (2) in Left and Right Doors

APADS SYSTEM {Index Sensors & Controls} Air Conditioner Protection and Diagnostics System; Use With Temperature Controlled Fan

CAB DOOR LOCKS Power

AIR CONDITIONER { Blend-Air} With Integral Heater & Defroster

WINDSHIELD Single Piece

CAB REAR SUSPENSION {Link Z9079D1} Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly

SUNSHADE, EXTERIOR Bright Finish; Includes Integral Clearance/Marker Lights

GRAB HANDLE Exterior; Towel Bar Type In Lieu Of Non-Bright Grab Handles; for

use with Cab/Frame or Cab/Frame/Sleeper Non-Bright Access, Without Chassis Skirt

ACCESS, FRAME Non-Bright, Step Mounted Left Side, With One Deck Plate and Grab Handle

WHEELS, FRONT DISC; 24.5" Non-Polished Aluminum, 10-Stud (285.75MM BC)

Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs

WHEELS, REAR DUAL DISC; 24.5" Painted Steel, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased

Capacity Disc and With Steel Hubs

Includes:

PAINT IDENTITY, REAR WHEELS White

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; With Vendor Applied White Powder Coat Paint

WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel

WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels

WHEEL BEARING, FRONT, LUBE {EmGard 50W} Synthetic Oil

(2) TIRE, FRONT 11R24.5 HSR2 (CONTINENTAL) 476 rev/mile, load range H, 16ply

(8) TIRE, REAR 11R24.5 HDR2 (CONTINENTAL) 468 rev/mile, load range H, 16ply

Specification Number VE14-15.034 – Solid Waste Department Equipment Purchase # 2-59200# GVRW 6x4 Tandem Axle Tractor

Posting	Wednesday, July 22, 2015
Date	
Due Date	Friday, August 21, 2015
for Offers	
Depart.	Pat Johnson, Director Solid Waste
Contact	
Fleet	Dennis Rigby – Fleet Maintenance
Maint.	

VE14-15.034 Solid Waste Department Equipment Purchase - # 2 – 59200# GVRW 6x4 Tandem Axle Tractor

Offers for the sale of vehicles meeting the specifications for VE14-15.034 Solid Waste Department Equipment 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>VE14-15.034 Solid Waste Department</u> <u>Equipment 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.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8920	County Admin	istrator's Report 13. 34.		
BCC Regular M	leeting E	Budget & Finance Consent		
Meeting Date:	09/24/2015			
Issue:	Purchase Orders in Excess of \$50,000			
From:	Mike Weaver, Department Director			
Organization:	Public Safety			
CAO Approval:				

RECOMMENDATION:

Recommendation Concerning Fiscal Year 2015/2016 Purchase Orders in Excess of \$50,000 for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Safety Department, for Fiscal Year 2015/2016.

BACKGROUND:

Issuance of these purchase orders during the first week of October 2015 is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department. Allocations for these expenditures are included in the proposed budget for Fiscal Year 2015/2016 for consideration by the Board at its public hearings to be held in September. Issuance of the purchase orders is dependent upon adoption of the proposed FY 2015/2016 budget at the second public hearing scheduled for September 22, 2015.

BUDGETARY IMPACT:

Funding is budgeted in the various accounts and cost centers listed.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Department will issue purchase requisitions as soon as possible on or after October 1, 2015, in accordance with the adopted FY 2015/2016 budget.

Attachments

POs over \$50,000

PUBLIC SAFETY DEPARTMENT PURCHASE ORDERS IN EXCESS OF \$50,000 – FISCAL YEAR 2015-2016

Vendor 1.AT&T (Bellsouth Telecommunications) Vendor Number: 010542 9-1-1 Communications Fund: 145 (E-911 Operations) Cost Center: 330404	Amount \$434,564	Contract Number Annual Support Service for Original Equipment
 Atmore Ambulance Vendor Number: 014605 Ambulance Provider Services Fund: 408(EMS) 	\$125,000	PD 13-14.090
3. Bossos Uniform Vendor Number: 02101 Uniforms Funds: 143 (Fire Protection)	\$80,000	PD 13-14.091
4. Bossos Uniform Vendor Number: 02101 Uniforms Funds: 408 (EMS)	\$60,000	PD 13-14.091
 5. City of Pensacola Vendor Number: 406544 Support of 9-1-1 PS Telecommunicators Fund: 145 (E-911 Operations) Cost Center: 330404 	\$246,000	Agreement with Automatic Annual Renewal, as amended, Approved by Board 1/23/1996
 Motorola Solutions Vendor Number: 135001 Software Maintenance Fund: 001 (General) Cost Center: 330403 	\$300,000	PD 14-15.056
 7. Municipal Equipment Vendor Number: 135230 Fire Equipment and Supplies Fund: 143 (Fire Protection) Cost Center: 330206 	\$75,000	PD 13-14.017
 8. North American Fire Equipment Vendor: 141740 Fire Equipment and Supplies Fund: 143 (Fire Protection) Cost Center: 330206 	\$60,000	PD 13-14.017

Vendor 9.Ten-8 Fire Equipment, Inc. Vendor Number: 200935 Fire Equipment and Supplies Fund: 143 (Fire Protection) Cost Center: 330206	Amount \$100,000	Contract Number PD 13-14.017
10. Whitman and Whitman Insurance Vendor: 232613 Insurance Fund: 143 (Fire Protection Fund) Cost Centers: 330206	\$350,000	PD 10-11.064



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9006	County Administrator's Report 13. 35.	
BCC Regular M	eeting Budget & Finance Consent	
Meeting Date:	09/24/2015	
Issue:	Supplemental Budget Amendment #258 - State of Florida, Division of Emergency Management Subgrant Agreement for the Community Emergency Response Team	
From:	Stephan Hall, Budget Manager	
Organization: CAO Approval:	Asst County Administrator - Lovoy	

RECOMMENDATION:

<u>Recommendation Concerning Supplemental Budget Amendment #258 - Stephan Hall, Budget</u> <u>Manager, Management and Budget Services</u>

That the Board adopt the Resolution approving Supplemental Budget Amendment #258, Other Grants and Projects Fund (110), in the amount of \$2,090, to recognize additional proceeds from a State of Florida, Division of Emergency Management (FDEM) Homeland Security Sub-grant Agreement that was previously approved in January 2015, and to appropriate these additional funds for the Community Emergency Response Team Program to offset training costs incurred to provide sign language interpretation for a CERT training course.

BACKGROUND:

On January 8, 2015, the Board approved a FDEM Sub-grant Agreement in the amount of \$5,487 for the Community Emergency Response Team (CERT) Program activities. The contract has been modified to increase funding by \$2,090 to offset training costs incurred to provide sign language interpretation for a CERT training course.

BUDGETARY IMPACT:

This amendment will increase Fund 110, cost center 330430 by \$2,090.

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

<u>SBA#258</u>

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 was awarded additional funds by the State of Florida, Division of Emergency Management on a CERT grant that was previously recognized and appropriated in January 2015, and these new funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2015:

Other Grants & Projects	110		
Fund Name	Fund Number		
Revenue Title Community Emergency Response	Fund Number 110	Account Code 334248	Amount \$2,090
			\$2,090
lotai		=	φ2,030
Appropriations Title Other Contractural Services	Fund Number/Cost Center 110/330430	Account Code/ Project Number 53401	Amount \$2,090
Total			\$2,090

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment #258



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8856	County Administrator's Report 13. 36.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Surplus and Sale of County-Owned Properties Located in the Central Commerce Park, Phase 1
From:	Stephan Hall, Budget Manager
Organization:	Asst County Administrator - Lovoy
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of County-Owned Properties Located in the Central Commerce Park, Phase 1 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of real properties located in the Central Commerce Park, Phase 1:

A. Declare surplus the Board's real properties located in the Central Commerce Park, Phase 1, specifically Lot 5 (1630 Success Drive, Account Number 12-0567-035); Lot 6 (1640 Success Drive, Account Number 12-0567-030); and Lot 7 (1650 Success Drive, Account Number 12-0567-025);

B. Authorize an appraisal be performed on all three lots to determine the current market value;

C. Authorize the sale of the properties to the bidder with the highest offer received at or above the minimum bid, which will be set at the appraised value;

D. Add as a stipulation to the sale of these properties that the buyer abide by the covenants existing in the Central Commerce Park including:

(1) Obligation to have detailed plans and specifications approved by an Architectural Review Committee;

(2) Duty to rebuild, repair or remove all damaged improvements and debris located within the lots;

(3) No lot shall be used for any purpose other than light manufacturing, warehouse, wholesale distribution, office or research and development facilities. Retail sales shall be limited to those that are ancillary to any of the purposes listed above; and

(4) Obligation to provide casualty insurance in an amount equal to the maximum

insurable replacement value of all Improvements located on the Owner's lot.

The complete Declaration of Covenants, Conditions and Restrictions of Central Commerce Park is recorded in Official Records Book 5517, at Page 1390, of the Public Records of Escambia County, Florida; and

E. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents necessary to complete sale of these properties, without further action of the Board.

BACKGROUND:

The Central Commerce Park, Phase 1 was purchased by the County and developed by federal and state grants with the intent to market the lots. The County currently owns 8 lots within the Central Commerce Park, Phase 1, including the three parcels located at 1630, 1640 & 1650 Success Drive. The County has been approached regarding a potential buyer for these three parcels. The sale of these parcels will be set at an amount equal to the appraised values to be determined upon receipt of an appraisal authorized by the Board. The parcels will be sold via online public auction.

The County does not have a need for these parcels.

BUDGETARY IMPACT:

Sale of these properties will provide revenue for the Economic Development Fund (Fund 102).

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

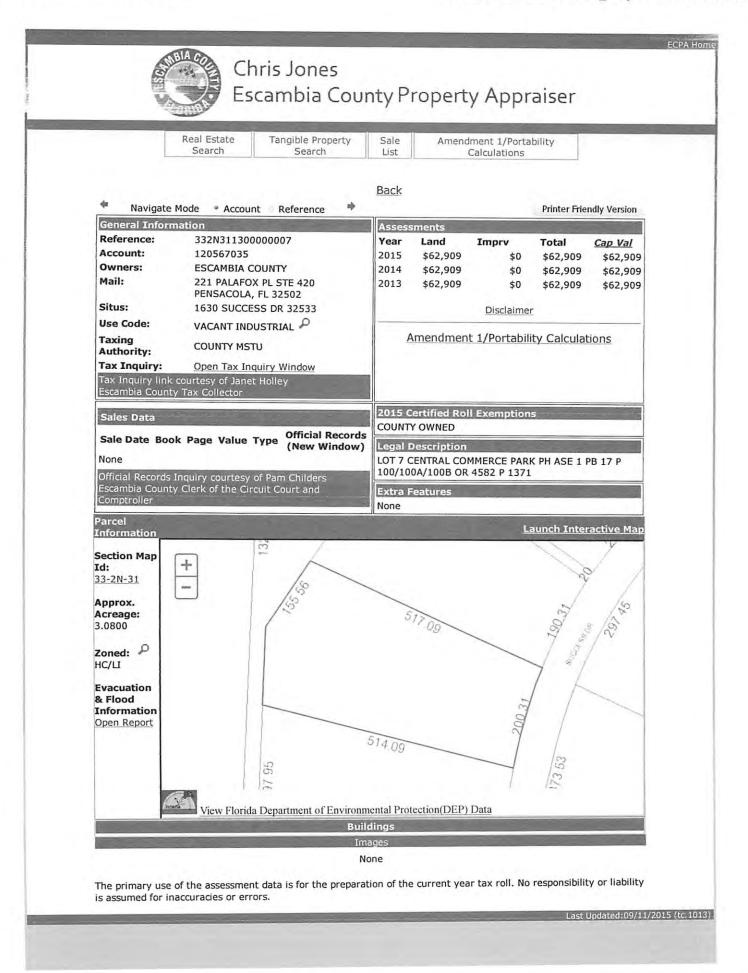
Escambia County Ordinance, Section 46.134.

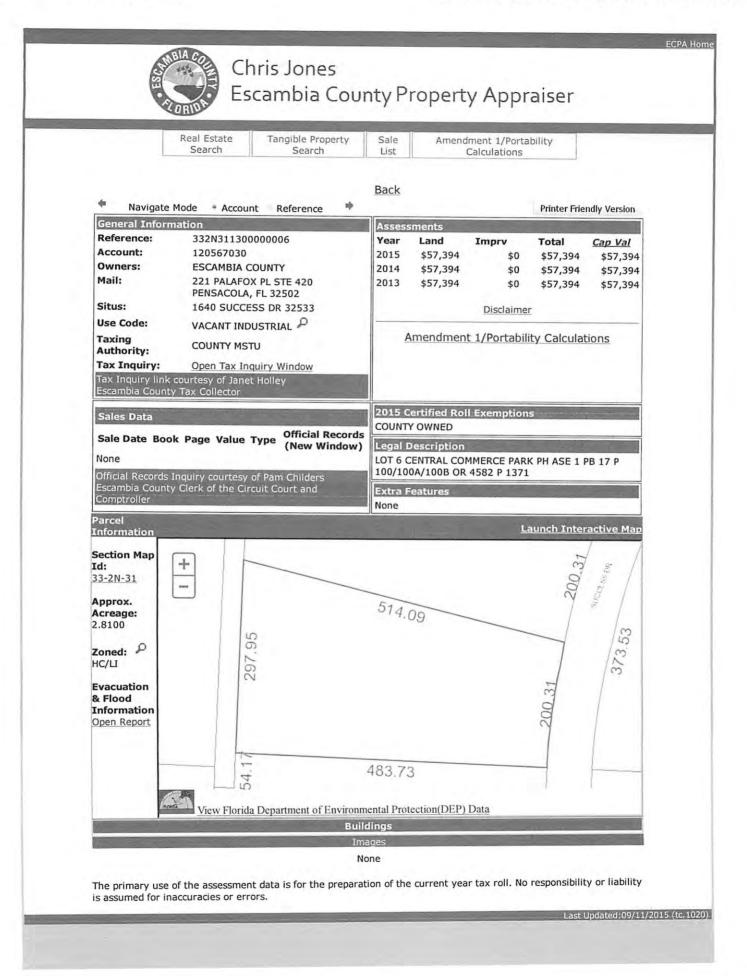
IMPLEMENTATION/COORDINATION:

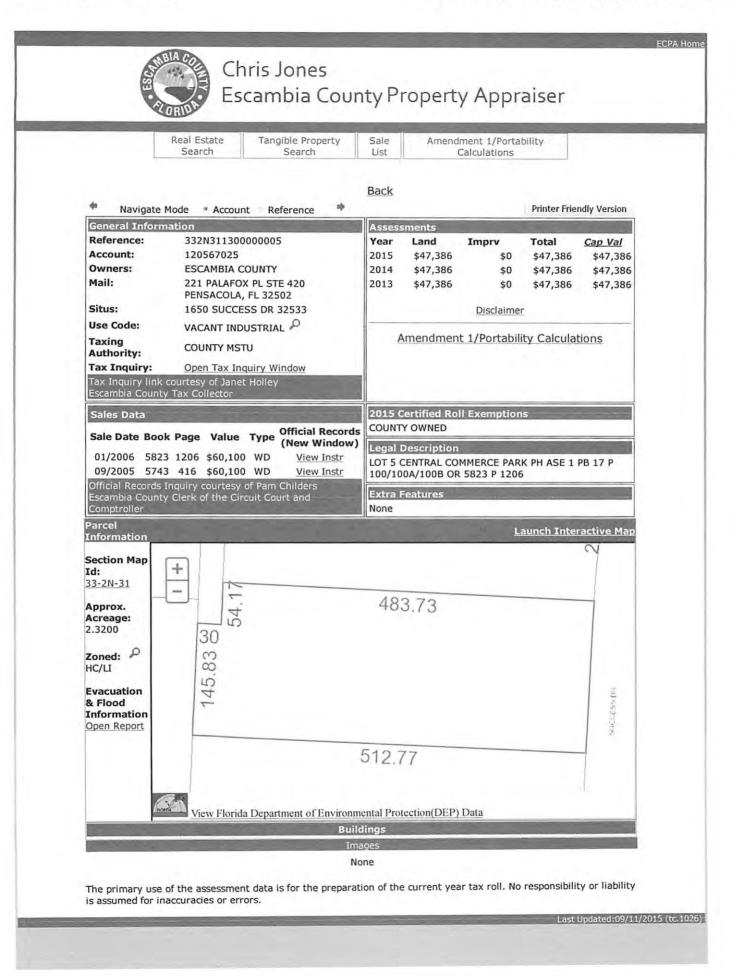
N/A

Attachments

PA Detail Pages Declaration of Covenants, Conditions & Restrictions - CCP Plat - CCP







OR BK 5517 PG1390 Escambia County, Florida INSTRUMENT 2004-298331

This document prepared by: Escambia County Attorney's Office 14 West Government Street, Room 411 Pensacola, Florida 32501 (850) 595-4970

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CENTRAL COMMERCE PARK

THIS DECLARATION, is made on this _____ day of _____, 2004 by Escambia County, a political subdivision of the State of Florida hereinafter referred to as "Declarant."

WITNESSETH :

WHEREAS, Declarant is the owner of the fee simple title to the real property located in Escambia County, Florida, and more particularly described as follows:

For legal description, see the attached Exhibit "A," consisting of one page and made a part hereof by reference.

NOW, THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions that are for the purpose of protecting the value and desirability of the real property, and which shall run with the real property and be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, personal representatives, successors and assigns, and which shall inure to the benefit of each owner thereof.

ARTICLE I GENERAL PROVISIONS

Section 1. <u>Purpose</u>. The purpose of this Declaration is to ensure, insofar as is practicable, the proper use and development of Central Commerce Park through the imposition of uniform standards. The intent of this Declaration is to provide covenants, conditions and restrictions that will ensure the continuation of a desirable area, the preservation of the value of the property and improvements located therein and their aesthetic quality. This declaration is designed to protect Owners, Lessees, and Sublessees from undesirable uses of property located within the Central Commerce Park. This declaration shall be liberally construed to effectuate its purpose.

Section 2. Definitions.

"Affected Area" shall mean and refer to all of the real property located in Central Commerce Park and described in Exhibit A that is subject to this Declaration at the time of recording of this Declaration, together with other parcels of real property that may be later subject to this Declaration by joinder and consent of the Declarant. "Architectural Review Committee" shall mean and refer to the committee created pursuant to Article V for the purposes stated herein.

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"Association" shall mean and refer to the Central Commerce Park Association, Inc., a Florida not-for-profit corporation, or such other entity that may be subsequently constituted for the purpose of enforcing this Declaration, exercising the powers recited herein, and providing administration, maintenance, and architectural control over the Affected Area.

"Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

"Common Area" shall mean and refer to all real and/or personal property that the Association owns or has an interest in for the common use of the members of the Association, including, but not limited to, landscaping, entry features, directions graphic systems, drainage, roadways or other travel ways.

"Declaration" shall mean and refer to this Declaration and any and all modifications, supplements, amendments and additions hereto.

"Declarant" shall mean Escambia County, Florida.

"Improvement" shall mean and refer to any man-made changes in the natural condition of the Property including, but not limited to, structures and construction of any kind, whether above or below the land surface, such as buildings, fences, wall signs, awnings, canopy shutters, additions, alterations, screened enclosures, sewers, drains, disposals, lakes, waterways, roads, paving utilities, grading, landscaping, signs and exterior illumination.

"Lot" shall mean a legally subdivided parcel within the Affected Area as shown on the Plat.

"Member" shall mean and refer to any Owner subject to this Declaration.

"Owner" shall mean the record owner of, whether one or more persons or entities, of fee simple title to any Lot, their successors and assigns, including the Declarant but excluding those holding title merely as security for the performance of an obligation. If a Lot is jointly owned by two or more persons or entities, then such joint owners shall constitute a single Owner for purposes of this Declaration.

"Property" shall mean and refer to any parcel of real property located with in the Affected Area that is subject to this Declaration.

"Tenant" and "Occupant" shall mean and refer to an individual or entity that possesses a landlord/tenant relationship with an Owner of property in the Affected Area of the Commerce Park.

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"Plat" shall mean and refer to the plat of the subject property to be known as "Central Commerce Park," which is being executed contemporaneously herewith by the Declarant and recorded in the public records of Escambia County, Florida.

ARTICLE II PROPERTY RIGHTS

Section 1. <u>Owners' Easements of Enjoyment.</u> Except as hereafter provided, every Owner shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall remain with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of the Common Areas or any facility located thereon;
- (b) the right of the Association to suspend the voting rights and rights to use any of the Common Areas by an Owner for any period during which any assessment against his Lot(s) remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;
- (c) the right of the Association to grant utility easements/ingress & access easements of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association members;
- (d) the right of the Association to manage and operate the Common Areas in accordance with such rules and regulations as it may determine; and
- (e) all covenants, restrictions, conditions and agreements contained herein are made for the direct, mutual, and reciprocal benefit of each and every Owner and shall create reciprocal rights and obligations between all grantees of property in the Affected Area, their heirs, personal representatives, successors, and assigns. This Declaration shall operate as a covenant remaining with the land for the benefit of all Owners of Property in the Affected Area.

Section 2. <u>Subdividing of Lots.</u> No lot may be subdivided into two or more parcels without the written permission of Declarant for a period of five (5) years from date hereof, and thereafter the permission of the Association shall be required.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. No Owner shall be a Member of more than one (1) class of membership at any one time. When more than one (1)

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person holds an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine.

Section 2. The Association shall have two (2) classes of voting membership. These classes are established solely for the purpose of determining the number of votes associated with a particular Lot, and voting classification shall not be used to preclude a Member from voting on an issue impacting the Association or the Affected Area.

Class A. Class A Members shall be all Owners with the exception of the Declarant (who shall become a Class A Member when Declarant's Class B membership ceases as provided hereafter). Class A Members shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B Member shall be Declarant and shall be entitled to twelve (12) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) special assessments imposed upon a Lot Owner for repair or maintenance necessitated by the willful or negligent act of the Owner, his family or his business guests, tenants, licensees or invitees or by the Owner's failure to properly maintain and repair any and all of such Owner's improvements in accordance with guidelines, rules and regulations adopted by the Association. Except as to publicly owned property, the annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property at the time when the assessment is due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The Association shall determine the amount of each assessment for each Lot as shown on the Plat. Notwithstanding anything contained herein to the contrary, the Declarant shall be excused from the obligation of payment of assessments until such time as all Lots are conveyed or no Lots remain on the market for sale.

Section 2. <u>Purpose of Assessments</u>.

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(a) The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners, their families or their business guests, tenants, invitees or licensees and for the improvement and maintenance of



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the Common Area and any Improvements situated thereon and utility expenses therefore.

(b) The Owner shall be responsible for maintaining and repairing any and all Improvements located within his Lot (including, but not limited to, painting, repair, replacement and care for roofs, exterior building surfaces, trees, shrubs, grass, walks, parking areas and other exterior improvements). Such maintenance and repair shall be subject to reasonable rules and regulations that are promulgated from time to time by the Association. In the event any Owner fails to properly maintain or repair his Improvements in compliance with such rules and regulations promulgated by the Association within thirty (30) days after written notice from the Association, then the Association may undertake to make such repairs and maintenance, on behalf of the Owner, except as to any publicly owned property, and any costs expended by the Association shall be a charge on the land and a continuing lien which shall be enforceable and subject to such conditions and terms as any other assessment lien provided for herein.

Section 3. <u>Maximum Annual Assessment.</u> Until January 1, 2006, the maximum annual assessment shall be Two Hundred and 00/100 Dollars (\$200.00) per year per Lot and shall be imposed on all Lots from the first of the month following conveyance of the Common Area to the Association. Thereafter, the Association's Board of Directors, with the approval of a majority of the members present in person or by proxy at a meeting of the membership called for such purpose, shall establish the amount of any assessment, which must be fixed at a uniform rate for all Lots, except in the event of maintenance or repair costs necessitated by the Owner's failure to properly maintain the improvements on his Lot(s) within the rules and regulations established by the Association or by the willful and negligent act of an Owner, his family, guests, tenants, licensees or invitees, in either of which events, the Owner shall bear any increased assessment occasioned thereby. Annual assessments may be collected on a monthly, quarterly, semi-annual or annual basis as the Board of Directors may establish. Initially, annual assessments shall be payable semi-annually.

Section 4. <u>Special Assessments for Capital Improvements.</u> In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of property within the Affected Area, provided that any such assessment shall have the approval of the Association's Board of Directors and the approval of not less than two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice

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requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. <u>Determination of Assessments.</u> The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of any assessment against each Lot or fractional portion thereof at least thirty (30) days prior to the due date. Written notice of the annual assessment shall be sent to each Owner subject thereto. The Board of Directors shall establish the due dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot or Lots have been paid.

Section 7. Effect of Nonpayment of Assessments-Remedies of the Association. Except as to any publicly owned property, any assessment not paid within forty-five (45) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner, personally obligated to pay the same, or foreclose the assessment lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, by sale, or by abandonment of his Lot.

Section 8. <u>Subordination of the Lien to Mortgages.</u> The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter created. The sale or transfer of any Lot shall not affect the assessment lien, which shall remain in full force and effect. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. No building, fence, sign, wall, mailbox, sidewalks, parking areas, or other structures or improvements of any nature whatsoever shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alternation thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same in relation to surrounding structures and topography shall be approved in writing by the Board or by an Architectural Review Committee composed of two (2) or more representatives appointed by the Board. For as long as the Declarant owns and holds one lot in Fee simple, the Architectural Review Committee membership shall not be changed without Declarant's approval. Detailed plans and specifications shall be submitted to the Board or Architectural Review Committee in duplicate and written approval or disapproval shall be noted on both sets of plans and specifications or by separate letter. In the event the Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted, the design, plans and specifications shall be deemed approved. The Architectural Review Committee shall not unreasonably impede access to any Lot for the purpose of construction. All construction shall conform to the requirements of the Escambia County Code or Ordinances and Land Development Code and any other requirements imposed by agencies or boards with jurisdiction. All Lots shall be used exclusively for business purposes, which shall conform to applicable zoning laws and ordinances.

Section 2. Conditions Governing Construction.

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- (a) <u>Setbacks</u>: All buildings shall be located at least twenty five (25) feet from any front property line bordering on any street. All buildings shall be located at least ten (10) feet on the side from any adjoining property line, and twenty (20) feet from the rear to ensure that access to the rear of buildings can be maintained for fire protection.
- (b) <u>Construction or Alteration of Buildings:</u> The front exterior of any building shall be of face brick, stucco, common brick, stone, tilt-up concrete, glass or other material acceptable to the Declarant, Board, or Architectural Review Committee. Metal panels shall be architectural grade, standing seam or flat smooth panels with joints articulated with a reveal. Metal panels shall be of sufficient thickness so as to prevent "oil canning." Copings and flashing shall complement the metal panel color and finish. Metal panel finishes shall be a high performance, acrylic coating similar to Kynar or equal.
- (c) <u>Maximum Building Coverage</u>: The total floor area of all buildings shall not exceed 50% of the total land area and shall comply with Escambia County's Ordinances and Land Development Code, as amended.
- Storage Areas, Screening and Fencing: Garbage and refuse containers shall be (d) concealed and contained within the buildings or shall be concealed and contained by means of a landscape barrier or a screening wall of material similar to and compatible with that of the building. These elements shall be integral with the concept of the building plan, designed so as to not attract attention, and located in the most inconspicuous manner possible. Outside storage of materials, supplies or equipment vital to the Owner's business operations shall be allowed if storage areas are completely fenced, orderly, and well maintained. If storage areas become visually offensive to adjoining Lot Owners in the opinion of the Architectural Review Committee or the Board of Directors, the storage areas shall be enclosed by a landscape barrier or other methods approved by the Board of Directors or the Architectural Review Committee. Fencing for security will be allowed and will be permitted only from the front of buildings to the rear and across the rear property line. Portions of fences that are visible from the street will be landscaped to screen the fence. These requirements will also be subject to Escambia County's Land Development Code, as amended.
- (e) <u>Landscaping</u>: All Lots shall be landscaped in a tasteful manner at the time of completion of construction of the building and shall otherwise be in accordance

with the requirements of Escambia County's Land Development Code, as amended

- (f) <u>Lighting</u>: Area lighting shall be arranged so that the direct source of lighting is away from adjacent streets and residential districts and in accordance with the Escambia County Land Development Code, as amended.
- (g) <u>Parking</u>: Parking facilities must comply with the minimum parking requirements established in Escambia County's Land Development Code, as amended. Service vehicles owned by the Owner or its business shall be parked in the rear or side of any Lot and shall be screened from view from the street. No parking or loading shall be permitted on any street or road. Each Owner and occupant shall be responsible for the compliance by its agents, servants, employees, patrons, and visitors. Off-street parking areas shall be located in conformance with Escambia County Ordinances.
- (h) <u>Trees:</u> Permits for the removal of trees must be obtained in accordance with Escambia County's Tree Preservation Ordinance, as amended, prior to removal of any trees on land within the Affected Area. Owners and occupants shall exert their best efforts to preserve the natural beauty of their land and shall not remove or destroy live trees except to accommodate the construction of buildings or other improvements upon the property.
- (i) <u>Paving:</u> All driveways and parking area shall be constructed with a hard-surfaced pavement and shall include adequate drainage facilities to dispose of all stormwater in accordance with the approved plans for the development. Installation of impervious surfaces within a Lot shall be limited to 85% of the surface area of the Lot without prior approval of the Association. Semi-pervious paving of parking and "lay down" areas may be allowed at the rear of any building subject to the approval of the Board or Architectural Review Committee.
- (j) <u>Permitted Usage:</u> Off-street parking areas shall be used for the parking of passenger vehicles or commercial and other vehicles incident to the business conducted on the property. No commercial repair work or any services of any kind shall be conducted on such parking areas.
- (k) <u>Maintenance</u>: Each Owner and occupant of Central Commerce Park shall be responsible for keeping its building site (whether or not improved), buildings and other improvements in a safe, clean, neat and orderly condition and shall prevent rubbish from accumulating on its building site.
- (1) <u>Temporary Facilities:</u> No temporary buildings or other temporary structures shall be permitted on any building site; however, trailers, temporary buildings, barricades, and the like shall be permitted for construction purposes during the construction period of permanent buildings. Such structures shall be placed as

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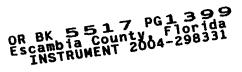
inconspicuously as possible, shall cause no inconvenience to Owners or Occupants, and shall be removed not later than fourteen (14) days after the date of completion or date of occupancy of the buildings (whichever date is first) in connection with which the temporary structure was used. The Owner must obtain a land use certificate and all other applicable land development permits prior to the establishment of any temporary buildings or other structures on property within the affected area.

- (m) Signs: All signage must be in compliance with Escambia County Ordinances. Each Lot may have one free-standing identification sign, which is accessory to the business conducted on the premises. Any free-standing identification sign as permitted by this section shall not exceed six (6) feet and the area of the sign shall not exceed sixty-four (64) square feet, including background and base. The following requirements shall apply to all signs:
 - (1) Wall or facial signs indicating only the name and nature of the occupancy, shall be approved in writing by the Board or Architectural Review Committee and shall be of uniform size and design.
 - (2) No sign shall be lighted by means of flashing and/or intermittent illumination.
 - (3) No sign shall have any moving, spinning or animated features.
 - (4) Owners and their lessees are required to submit designs for all signs to the Board or Architectural Review Committee prior to fabrication or installation.
- (n) <u>Association Control:</u> The foregoing construction guidelines may not be changed or modified for a period of twenty (20) years from the date of this Declaration without the written approval of Declarant.

ARTICLE VI DUTY TO REBUILD OR REPAIR AND INSURANCE COVERAGE

Section 1. In the event of damage to or destruction of any Improvements located within the Lots by fire, windstorm, water or any other cause, the Owner shall, within a reasonable time, cause the Improvements to be repaired or rebuilt so as to place the same in as good and tenable condition as existed before the event causing the damage or destruction. Alternatively, the Owner may elect to remove all damaged Improvements and debris and return the Lot to its natural state, subject to approval of suitable landscaping by the Board or Architectural Review Committee.

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Section 2. Except as to publicly owned property, the Association shall have a lien on all such insurance proceeds, regardless of whether it is named in any insurance policy, to enforce the intent of the foregoing provision.

Section 3. The Association shall purchase such insurance on the Common Area and its improvements as the Board of Directors may from time to time determine to be prudent and desirable and the insurance premiums so purchased shall be considered a common maintenance expense to be assessed equally against each Lot.

Section 4. Except as to publicly owned property, each Owner shall at his expense provide casualty insurance in an amount equal to the maximum insurable replacement value of all Improvements located on the Owner's lot. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use as the buildings on each Owner's lots, including but not limited to vandalism and malicious mischief. Additionally, each Owner shall obtain general liability in such amounts and with such coverages as shall be required by the Association. Each Owner fails to produce copies of policies or other evidence of insurance coverage satisfactory to the Association within thirty (30) days after written notice to the Owner, then the Association may purchase the required coverages and the related premiums shall be considered a special assessment upon the Lot of the Owner.

ARTICLE VII USE RESTRICTIONS

Section 1. No noxious or offensive trade or activity shall be carried on upon any Lot or within any Improvement, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners. No Lot shall be used for any purpose other than light manufacturing, warehouse, wholesale distribution, office, or research and development facilities. Retail sales shall be limited to those that are ancillary to any of the purposes listed above. The placing of automobiles for sale on the premises shall be prohibited.

Section 2. No garbage, trash, ashes, refuse, inoperative vehicles, travel trailers, house trailers, mobile homes, junk or other waste shall be thrown, dumped, placed or kept on any Lots or Common Area. All garbage and trash shall be kept in sanitary containers, which shall be hidden from public view in a manner to be regulated by the Association.

Section 3. No animals, livestock, poultry or pets of any kind shall be raised, bred, slaughtered, or kept on the property.

Section 4. The Declarant and/or the Association, as the case may be, reserve the right to grant any and all utility easements affecting the Common Area or any Lot within Central Commerce Park and also reserve the right to enter upon the Common Area and any Lot within Central

Commerce Park for maintenance and repair of utilities or such other purposes as may be consistent with the provisions of this Declaration.

Section 5. Notwithstanding anything to the contrary contained in this Declaration, no activity or operation shall be permitted that causes or produces any of the following effects discernable outside of any building or adversely affecting any Lot:

- (a) Noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness;
- (b) Smoke; noxious, toxic or corrosive fumes or gases; offensive or obnoxious odors;
- (c) Dust, dirt or fly ash;
- (d) Unusual fire or explosive hazards;
- (e) Vibrations; or
- (f) Any other activity that creates a nuisance or is not harmonious with the intent of this Declaration.

ARTICLE VIII GENERAL PROVISIONS

Section 1. <u>Enforcement.</u> The Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. <u>Severability</u>. Invalidation of any of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 3. <u>Duration and Amendment.</u> The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless a majority of the members of the Association decide that such covenants, conditions, and restrictions shall abate. Any such decision by the Association shall be evidenced by an agreement in writing signed by a majority of the membership setting forth their decision, which document shall be effective when duly recorded in the public records of Escambia County, Florida. This Declaration may be amended by an instrument approved by not less than two-thirds (2/3) of all outstanding votes and with the concurrent approval of Declarant, regardless of the number of votes to which Declarant may be entitled, which concurrent approval shall not be unreasonably withheld by Declarant. Any such amendment shall be recorded in the public records of Escambia County, Florida.

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Section 4. <u>Non-Liability of Association and Declarant</u>. Neither the Association nor the Declarant shall be held liable to any Owner or any other person or entity for failure to enforce the covenants, conditions, restrictions, liens or charges herein contained. Additionally, neither the Association nor the Declarant shall be held liable for a violation of any covenant, condition or restriction by any Owner, Occupant, Member, or any third party.

Section 5. <u>Notice</u>. Except as otherwise provided herein, the requirement of the Association to provide any notice may be satisfied by mailing the notice, postage prepaid, to the last mailing address of the Owner as reflected on the records of the Association.

Section 6. <u>Continuing Violations</u>. Any single violation of any provision of this Declaration by an Owner shall constitute a continuing violation, which shall allow the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of the covenants, conditions or restrictions operate as a reverter or forfeiture of title.

Section 7. <u>Combination of Lots.</u> Two or more Lots may be combined by an Owner into a single business site. In such event, the setback requirements shall apply only to the exterior lines of the single business site and the setback provisions that shall be permitted on the subdivision plat. In the event of such combination of Lots, the Owner of such Lots shall continue to have one vote for each Lot owned, even though such may be combined into a single business site. In addition, the Owner shall be responsible for assessments, whether general or special, for each Lot owned without consideration that such have been combined into a single business site.

Section 8. <u>Compliance with Local Laws.</u> Owners shall comply with all applicable zoning laws and ordinances affecting their individual Lot or Lots.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this <u>540</u> day of <u>Octobe</u> 2004.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: Mar Young, C man

ATTEST: ERNIE LEE MAGAHA Clerk of the Circuit Court

EXHIBIT "A"

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RCD Nov 02, 2004 02:52 pm Escambia County, Florida

ERNIE LEE MAGAHA Clerk of the Circuit Court Instrument 2004–298331

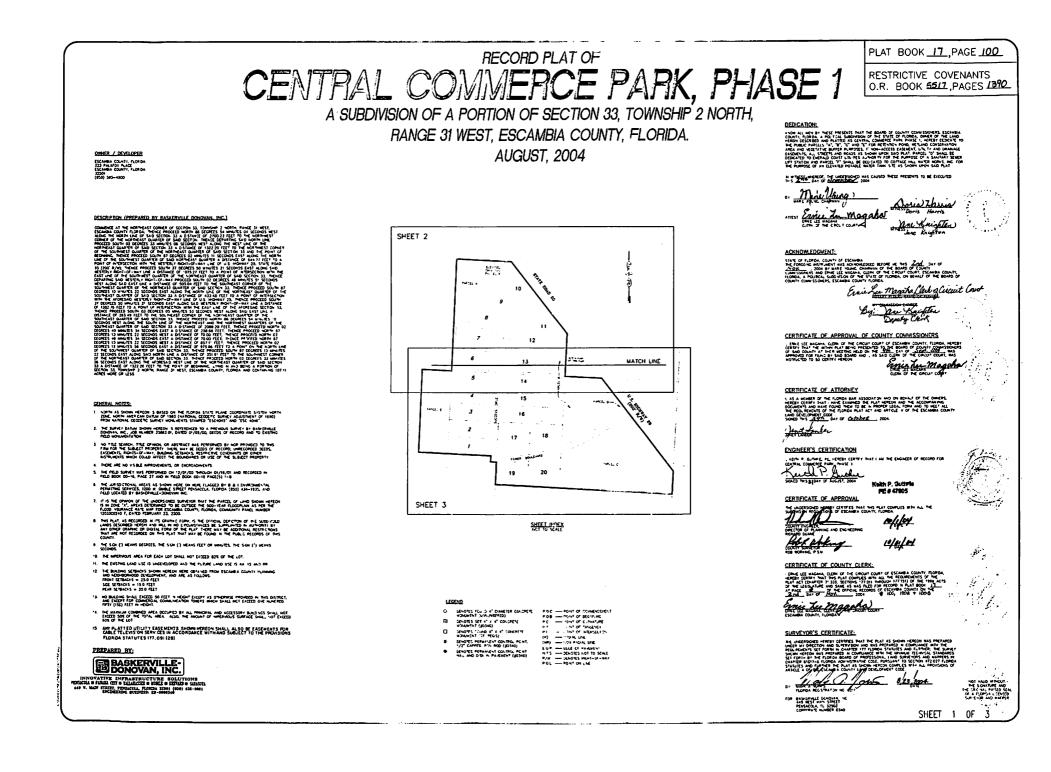
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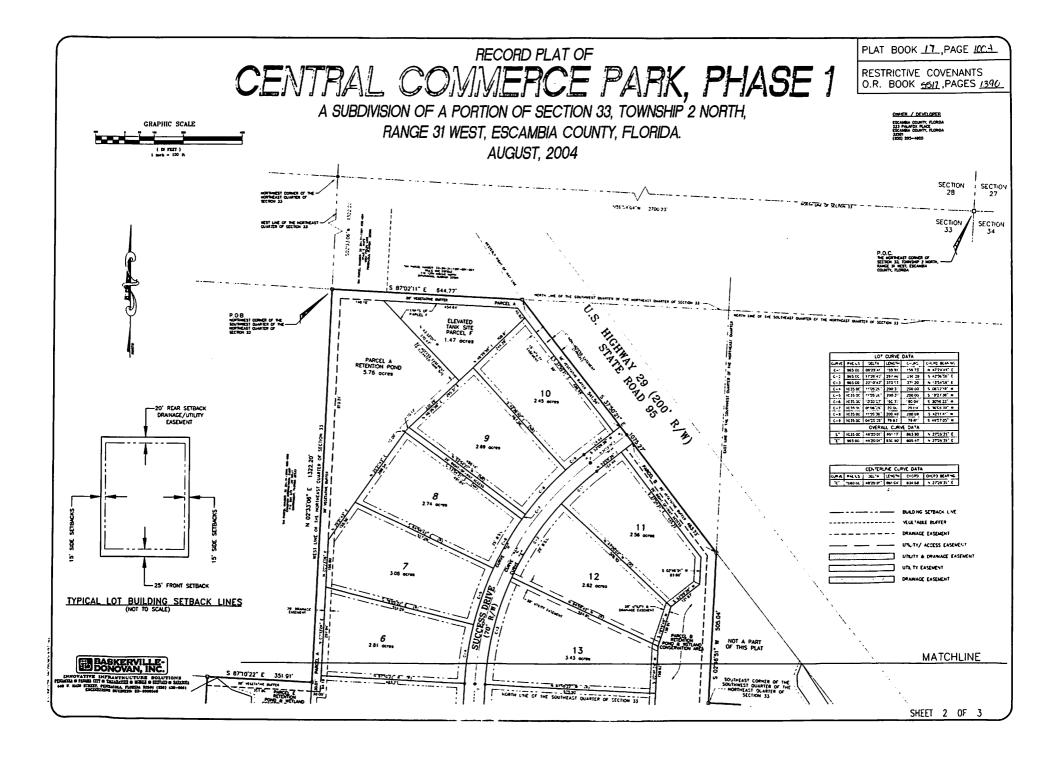
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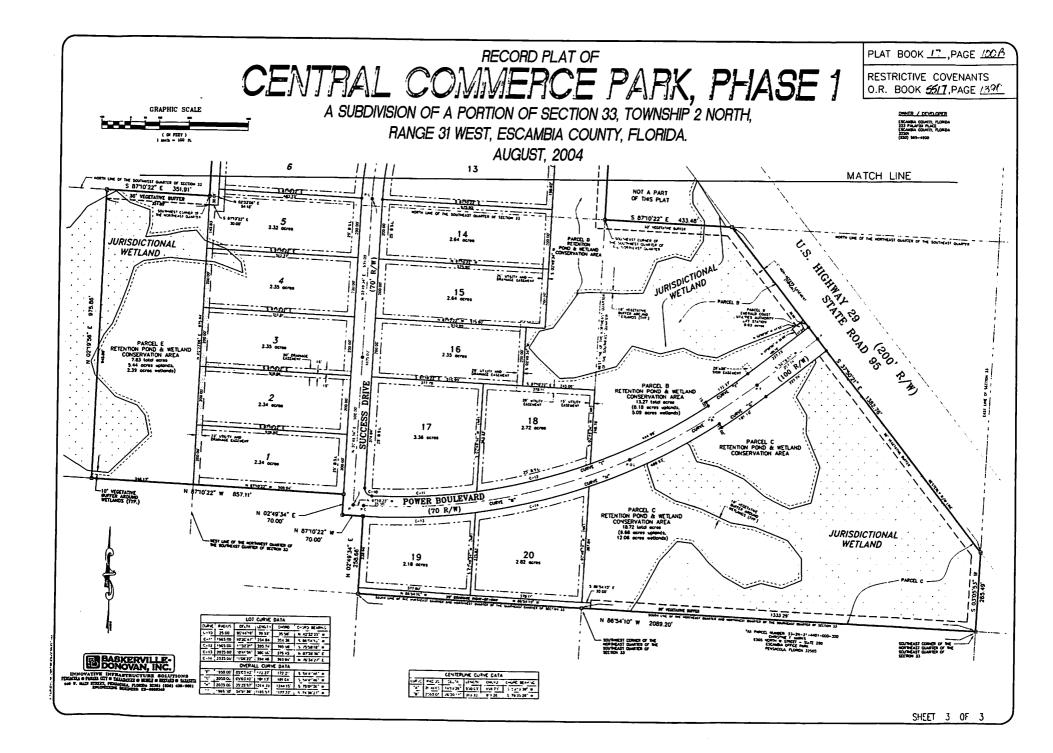
COMMENCE AT THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY FLORIDA; THENCE PROCEED NORTH 86 DEGREES 54 MINUTES 04 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 33 A DISTANCE OF 2700.23 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE DEPARTING SAID NORTH LINE PROCEED SOUTH 02 DEGREES 33 MINUTES 06 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 1322.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 AND THE POINT OF BEGINNING; THENCE PROCEED SOUTH 87 DEGREES 02 MINUTES 11 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER A DISTANCE OF 644.77 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 29, STATE ROAD 95 (200' R/W); THENCE PROCEED SOUTH 37 DEGREES 50 MINUTES 21 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1075.27 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY PROCEED SOUTH 02 DEGREES 46 MINUTES 51 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 505.04 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE PROCEED SOUTH 87 DEGREES 10 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 433.48 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 29: THENCE PROCEED SOUTH 37 DEGREES 50 MINUTES 21 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1382.76 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE AFORESAID SECTION 33; THENCE PROCEED SOUTH 03 DEGREES 05 MINUTES 53 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 265.49 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE PROCEED NORTH 86 DEGREES 54 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST AND THE NORTHWEST QUARTERS OF THE SOUTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 2089.20 FEET; THENCE PROCEED NORTH 02 DEGREES 49 MINUTES 34 SECONDS EAST A DISTANCE OF 2089.20 FEET; THENCE PROCEED NORTH 02 DEGREES 10 MINUTES 34 SECONDS EAST A DISTANCE OF 258.66 FEET; THENCE PROCEED NORTH 87 DEGREES 10 MINUTES 22 SECONDS WEST A DISTANCE OF 70.00 FEET; THENCE PROCEED NORTH 02 DEGREES 49 MINUTES 34 SECONDS EAST A DISTANCE OF 70.00 FEET; THENCE PROCEED NORTH 87 DEGREES 10 MINUTES 22 SECONDS WEST A DISTANCE OF 857.11 FEET; THENCE PROCEED NORTH 87 DEGREES 19 MINUTES 22 SECONDS WEST A DISTANCE OF 857.11 FEET; THENCE PROCEED NORTH 02 DEGREES 19 MINUTES 25 SECONDS EAST A DISTANCE OF 975.86 FEET TO A POINT ON THE NORTH LINE DEGREES 19 MINUTES OLABEER OF SAID SECONDS EAST A DISTANCE OF 975.86 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE PROCEED SOUTH 87 DEGREES 10 MINUTES 22 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 351.91 FEET TO THE SOUTHWEST CORNER THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE PROCEED NORTH 02 DEGREES 33 MINUTES OF 06 SECONDS EAST ALONG THE AFORESAID WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 1322.20 FEET TO THE POINT OF BEGINNING; LYING IN AND BEING A PORTION OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 107.11 ACRES MORE OR LESS.



Project:	CENTRAL	COMMERCE	PARK PHASE	1	Sheet	1
Project	No.: 2586	52.08	Scale: N/A			
Date: 1	0/05/04		By: RMM		of 1	









BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8859	County Admir	nistrator's Report 13. 37.
BCC Regular M	eeting E	Budget & Finance Consent
Meeting Date:	09/24/2015	
Issue:	Surplus and Sale of Real Property Avenue	Located at 4913 Ravenswood
From:	Stephan Hall, Budget Manager	
Organization:	Asst County Administrator - Lovoy	
CAO Approval:		

RECOMMENDATION:

Recommendation Concerning Surplus and Sale of Real Property Located at 4913 Ravenswood Avenue - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of real property located at 4913 Ravenswood Avenue:

A. Declare surplus the Board's real property located at 4913 Ravenswood Avenue, Account Number: 07-2300-000, Reference Number: 34-2S-30-1264-011-001, District 2;

B. Authorize the sale of the property to the bidder with the highest offer received above the minimum bid of \$7,000, without further action of the Board; and

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

BACKGROUND:

Escambia County acquired this property via governmental foreclosure in June 2015. The sale of this parcel will be set at the current value assessed by the Property Appraiser, \$7,000. 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:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

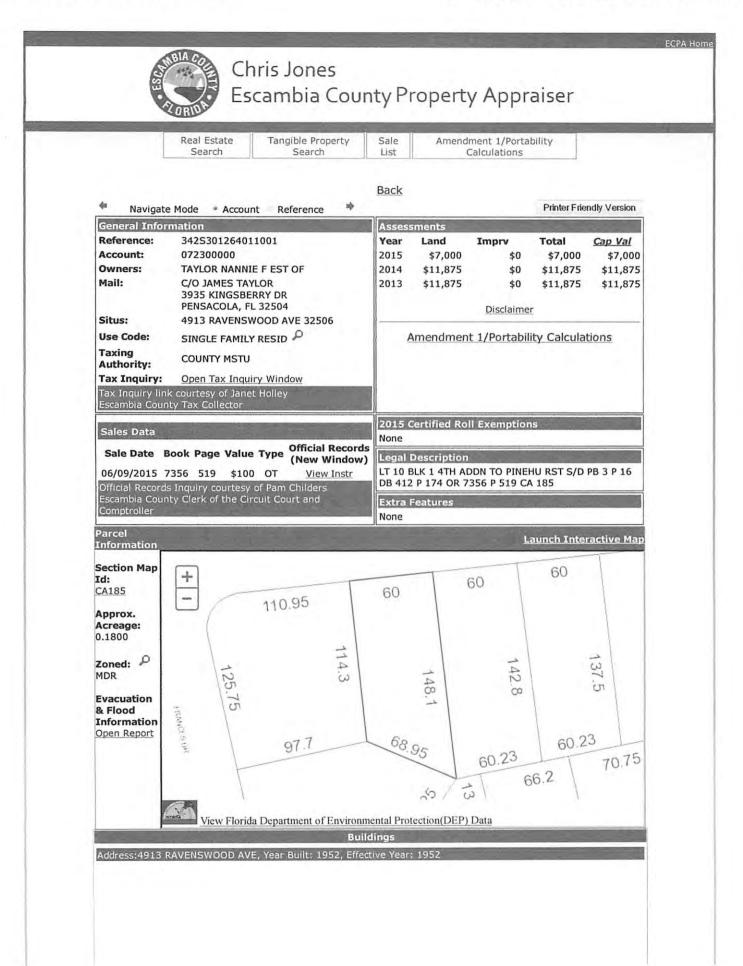
Escambia County Ordinance, Section 46.134.

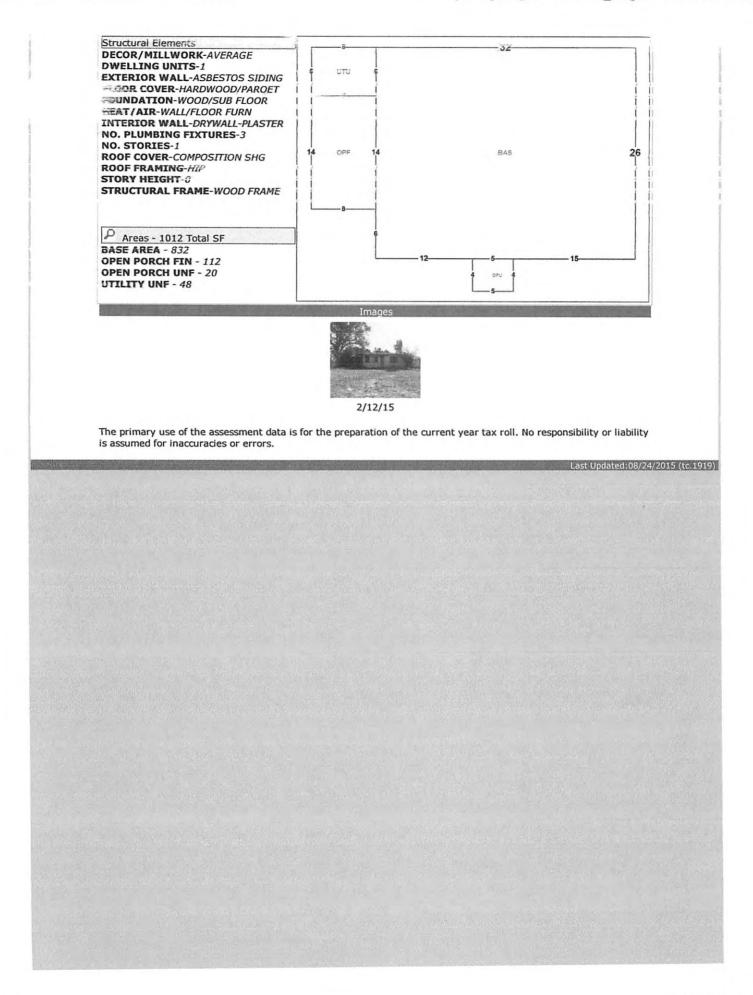
IMPLEMENTATION/COORDINATION:

N/A

Attachments

Backup - 4913 Ravenswood Avenue





Recorded in Public Records 06/24/2015 at 03:17 PM OR Book 7365 Page 252, Instrument #2015047528, Pam Childers Clerk of the Circuit Court Escambia County, FL

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR ESCAMBIA COUNTY, FLORIDA CIVIL ACTION

ESCAMBIA COUNTY FLORIDA A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA Plaintiff CASE NO. 2014 CA 001535

VS.

THE UNKNOWN PERSON REPRESENTATIVE OF THE ESTATE OF CLARENCE CASWELL TAYLOR DECEASED; THE UNKNOWN SPOUSE OF CLARENCE CASWELL TAYLOR; THE UNKNOWN HEIRS DEVISEES AND BENEFICIARIES OF THE ESTATE OF CLARENCE CASWELL TAYLOR DECEASED; THE UNKNOWN PERSONAL REPRESENTATIVE OF THE ESTATE OF NANNIE F TAYLOR DECEASED; THE UNKNOWN SPOUSE OF NANNIE F TAYLOR; THE UNKNOWN HEIRS DEVISEES AND BENEFICIARIES OF THE ESTATE OF NANNE F TAYLOR DECEASED; UNKNOWN PARTY IN POSSESSION 1; UNKNOWN PARTY IN POSSESSION 2

CERTIFICATE OF TITLE

The undersigned, Parn Childers, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been executed and filed in this action on <u>June 05. 2015</u>, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

Lot Ten (10), Block One (1), Fourth Addition to Pinchurst Subdivision, a subdivision of a portion of Section 34, Township 2 South, Range 30 West, in Escambia County, Florida, according to plat thereof recorded in Plat Book 3, Page 16, of the Public Records of Escambia County, Florida.

Property Address: 4913 Ravenswood Avenue, Pensacola, Florida 32506

was sold to ESCAMBIA COUNTY FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA c/o Escambia County Board of County Commissioners 221 Palafox Place Pensacoal, FL, 32502

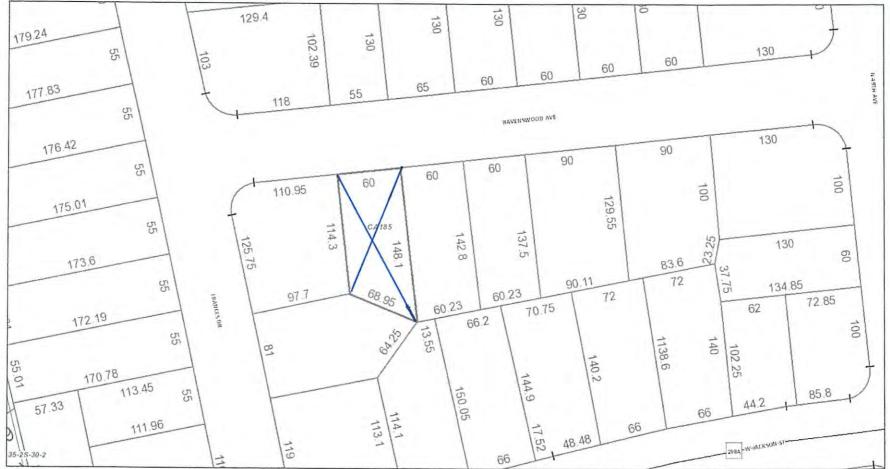
WITNESS my hand and seal of the court this 23 day of June, 2015



Pam Childers Clerk of the Circuit Court Deputy Cler

Conformed copies to all parties

15, 200.00



Chris Jones Escambia County Property Appraiser

August 24, 2015

- Map Grid All Roads
- City Road Droperty Line
- County Road
- Interstate
- State Road
- US Highway



Chris Jones Escambia County Property Appraiser

August 24, 2015

- Map Grid All Roads
- City Road 🔲 Property Line
- County Road
- Interstate
- State Road
- US Highway

		1:768		
0	0.0075	0.015	0.03 mi	
0	0.015	0.03	0.06 km	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8890	County Administrator's Report 13. 38.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Contract Award for Roadway Materials Pricing Agreement
From:	Claudia Simmons, Purchasing Manager
Organization:	Asst County Administrator - Lovoy
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Roadway Materials Pricing Agreement - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board award an Indefinite Quantity, Indefinite Delivery Contract to Roads, Inc. of NWF, Panhandle Grading and Paving, Inc., and Midsouth Paving, Inc., for PD 14-15.065, Roadway Materials Pricing Agreement, based on pricing provided and shall extend for a period of 12 months with the option to extend for two additional 12 month periods, up to a maximum 36 months.

[Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Various Projects, \$850,000; Fund 181 Master Drainage Basins, Cost Center 210719-210736, Object Code 56301, \$50,000; Fund 175 Transportation Trust Fund, Cost Center 210402, Object Code 55301, \$300,000; Fund 401 Solid Waste Management, Cost Center 230306 (Recycling), Object Code 55301, \$50.000; Fund 401 Solid Waste Management, Cost Center 230309 (Closed Landfills), Object Code 55301, \$50,000; Fund 401 Solid Waste Management, Cost Management, Cost Center 230314 (Operations), Object Code 55301, \$200,000; and Fund 401 Solid Waste Management, Cost Center 230315 (Projects), Object Code 55301, \$500,000]

BACKGROUND:

Invitations to Bid, PD 14-15.065, Roadway Materials Pricing Agreement, were publicly noticed on Monday, July 27, 2015 to 7 known providers. Bids were received from 3 providers on Tuesday, August 13, 2015. The contract is a multiple award agreement.

BUDGETARY IMPACT:

[Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Various Projects, \$850,000.

Fund 181 Master Drainage Basins, Cost Center 210719-210736, Object Code 56301, \$50,000. Fund 175 Transportation Trust Fund, Cost Center 210402, Object Code 55301, \$300,000. Fund 401 Solid Waste Management, Cost Center 230306 (Recycling), Object Code 55301, \$50.000.

Fund 401 Solid Waste Management, Cost Center 230309 (Closed Landfills), Object Code 55301, \$50,000.

Fund 401 Solid Waste Management, Cost Center 230314 (Operations), Object Code 55301,

\$200,000. Fund 401 Solid Waste Managemei

Fund 401 Solid Waste Management, Cost Center 230315 (Projects), Object Code 55301, \$500,000.]

LEGAL CONSIDERATIONS/SIGN-OFF:

The pricing agreements were prepared by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

Invitations to Bid, PD 14-15.065, Roadway Materials Pricing Agreement, were publicly noticed on Monday, July 27, 2015 to 7 known providers. Bids were received from 3 providers on Tuesday, August 13, 2015.

IMPLEMENTATION/COORDINATION:

The Road Department will be the contract administrator for the Roadway Materials Pricing Agreement.

Attachments

Roads, Inc. of NWF Agreement Panhandle Grading & Paving, Inc. Agreement Midsouth, Inc. Agreement Bid Tabulation

PD 14-15.065, Roadway Materials Pricing Agreement

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO: CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Post Office Box 1591, Pensacola, FL 32591-1591 Phone No: (850)595-4980 Fax No: (850) 595-4805 Roadway Materials Pricing Agreement

SOLICITATION NUMBER: PD 14-15.065

SOLICITATION

MAILING DATE: Monday, July 27, 2015

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Tuesday, August 18, 2015 and may not be withdrawn within 20 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL	BE COMPLETED BY OFFEROR)
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 59-3598732	TERMS OF PAYMENT: Net 30 Days
DELIVERY DATE WILL BEDAYS AFTER RECIEPT OF PURCHASE ORDER.	
VENDOR NAME: Roads, Inc. of NWF ADDRESS: 106 Stone Boulevard	REASON FOR NO OFFER:
CITY, ST. & ZIP: Cantonment, FL 32533	Statistics and a subsequences
PHONE NO.: (850) 968-0991	BID BOND ATTACHED S 1,000,00
TOLL FREE NO.: () n/2 FAX NO.: (850) 968-0996	

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraid. I agree to able by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia Courty Florida all rights till and interest in and to accepted, the offeror will convery, sell, assign or transfer to Escambia Courty Florida. If rights till and interest in and to all causes of action it may now or hereafter acquire under the Auti-trast laws of the United States and the State of Florida. For price fixing relating to the particular commodities or services purchased or acquired by Escambia Courty Florida. At the Courty's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror. Cody Rawson, President NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPED OF PRINTED)

(MANUAL)

**Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20	Ton	\$120.00	\$110.00
2	Asphalt Concrete, FC 9.5	21-100	Ton	\$120.00	\$110.00
3	Asphalt Concrete, FC 9.5	101-1000	Ton	\$94.60	\$90.00
4	Asphalt Concrete, FC 9.5	Over 1000	Ton	\$94.60	\$90.00
5	Asphalt Concrete, SP 9.5	up to 20	Ton	\$63.85	\$58.45

Èxhibit ["]B"

.

Bid Item #	Description	Quantity	Units	Delivered	Supplied
6	Asphalt Concrete, SP 9.5	21-100	Ton	\$63.85	\$58.45
7	Asphalt Concrete, SP 9.5	101-1000	Ton	\$63.85	\$58.45
8	Asphalt Concrete, SP 9.5	Over 1000	Ton	\$63.85	\$58.45
9	Asphalt Concrete, SP 12.5	up to 20	Ton	\$61.50	\$56.45
10	Asphalt Concrete, SP 12.5	21-100	Ton	\$61.50	\$56.45
11	Asphalt Concrete, SP 12.5	101-1000	Ton	\$61.50	\$56.45
12	Asphalt Concrete, SP 12.5	Over 1000	Ton	\$61.50	\$56.45
13	Liquid Asphalt Tack	1	Gallon	\$8.00	\$5.00
14	#57 Stone	1	Ton	\$39.00	\$34.00
15	#67 Stone	1	Ton	\$39.00	\$34.00
16	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	1	Ton	\$28.92	\$23.92
17	Gabion Concrete, 3"-6", No Rebar or Mesh	1	Ton	\$34.85	\$29.85
18	Stone Rip Rap - Class I	1	Ton	\$62.20	\$56.20
19	Stone Rip Rap - Class II	1	Ton	\$62.20	\$56.20
20	Stone Rip Rap - Class III	1	Ton	\$155.00	\$125.00
21	Stone Rip Rap - Class IV	1	Ton	\$155.00	\$125.00
22	Used Asphalt Chunks, Clean, No Debris	1	Ton	\$30.00	\$26.50

Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #18 Purchasing Agreements with other Government Agencies) []

Material pickup site(s) available
1. <u>106 Stone Boulevard - Cantonment, FL 32533</u>

- 2. <u>2390 Longleaf Drive- Pensacola, FL 32526</u>
- 3. _____

PD 14-15.065, Roadway Materials Pricing Agreement

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No	Date	Addendum No	Date
Addendum No	Date	Addendum No	Date
State of Florida Departr	ment of State Certifi	cate of Authority Document Nun	nber <u>P99000085237</u>
Terms of Payment (Che	eck one) Net 30 Day	vs X 2% 10th Prox	
Will your company acce	ept Escambia Count	ty Purchasing Cards? Yes	_No <u>X</u> .
Will your company acc	ept Escambia Cour	nty Direct Payment Vouchers?	YesNoX
By: <u>Roads, Inc. of N\</u> Signature:		Person to contact concernin	
Title: President		— Phone # (850) 968-099	1
Address: 106 Stone E		– E-Mail Address: stevan@	proadsinc.com
Cantonmen	it, FL 32533	-	

Attached to bid you shall find a bid bond cashier's check or certified check (circle one that applies) in the amount of \$1,000.00.

PD 14-15.065, Roadway Materials Pricing Agreement

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager Office of Purchasing, 2nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Post Office Box 1591, Pensacola, FL 32591-1591 Phone No: (850)595-4980 Fax No: (850) 595-4805 Invitation to Bid

Roadway Materials Pricing Agreement

SOLICITATION NUMBER: PD 14-15.065

SOLICITATION

MAILING DATE: Monday, July 27, 2015

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Tuesday, August 18, 2015 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SH	ALL BE COMPLETED BY OFFEROR)
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 59-1879185	terms of payment: NET 30
DELIVERY DATE WILL BEDAYS AFTER RECIEPT OF PURCHASE ORDER.	
VENDOR NAME: PANHANDLE GRADING & PAVING, INC. ADDRESS: 2665 SOLO DOS FAMILIAF	REASON FOR NO OFFER N/A
CITY, ST. & ZIP: PENSACOLA, FL 32526 PHONE NO.: (850) 478-5250	bid bond attached s_1,000.00
TOLL FREE NO.: () FAX NO.: (850) 479-5901	
I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation. Firm of person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collision or fraud. Tagree to abile by all conditions of this offer and certify that I am authorized to sign this offer for	DONALD LONG - VICE PRESIDENT NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

collision or fraid. Tagree to abide by all conditions of this offer and certify that I am authorized to sign this offer of a the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights tile and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodines or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror

SIGNATURE OF PERSON AUTHORIZED TO SIGNOFFER (MANUAL)

**Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20	Ton	114.00	109.50
2	Asphalt Concrete, FC 9.5	21-100	Ton	104.00	99.50
3	Asphalt Concrete, FC 9.5	101-1000	Ton	104.00	99.50
4	Asphalt Concrete, FC 9.5	Over 1000	Ton	104.00	99.50
5	Asphalt Concrete, SP 9.5	up to 20	Ton	65.90	61.40

Bid Item #	Description	Quantity	Units	Delivered	Supplied
6	Asphalt Concrete, SP 9.5	21-100	Ton	65.90	61.40
7	Asphalt Concrete, SP 9.5	101-1000	Ton	65.90	61.40
8	Asphalt Concrete, SP 9.5	Over 1000	Ton	65.90	61.40
9	Asphalt Concrete, SP 12.5	up to 20	Ton	64.10	59.60
10	Asphalt Concrete, SP 12.5	21-100	Ton	64.10	59.60
11	Asphalt Concrete, SP 12.5	101-1000	Ton	64.10	59.60
12	Asphalt Concrete, SP 12.5	Over 1000	Ton	64.10	59.60
13	Liquid Asphalt Tack	1	Gallon	11.00	5.00
14	#57 Stone	1	Ton	45.00	39.00
15	#67 Stone	1	Ton	45.00	39.00
16	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	1	Ton	24.00	20.50
17	Gabion Concrete, 3"-6", No Rebar or Mesh	1	Ton	42.50	36.00
18	Stone Rip Rap - Class I	1	Ton	56.50	50.00
19	Stone Rip Rap - Class II	1	Ton	61.50	55.00
20	Stone Rip Rap - Class III	1	Ton	91.50	85.00
21	Stone Rip Rap - Class IV	1	Ton	91.50	85.00
22	Used Asphalt Chunks, Clean, No Debris	1	Ton	29.50	23.00

PD 14-15.065, Roadway Materials Pricing Agreement

[] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #18 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. MILTON PLANT - 6108 Wastle Rd, Milton, FL 32583

2. QUINTETTE PLANT - 55 E Quintette Rd, Cantonment, FL 32533

3. _____

PD 14-15.065, Roadway Materials Pricing Agreement

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA Invitation to Bid

SUBMIT OFFERS TO:

CLAUDIA SIMMONS **Purchasing Manager**

Office of Purchasing, 2nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Post Office Box 1591, Pensacola, FL 32591-1591 Phone No: (850)595-4980 Fax No: (850) 595-4805

Roadway Materials Pricing Agreement

SOLICITATION NUMBER: PD 14-15.065

SOLICITATION

MAILING DATE: Monday, July 27, 2015

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Tuesday, August 18, 2015 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance

OFFER (SHALL BE COMPLETED BY OFFEROR) FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 01-0692695

DELIVERY DATE WILL BE DAYS AFTER RECIEPT OF PURCHASE ORDER

VENDOR NAME: Midsouth Paving, Inc.

ADDRESS: 4375 McCoy Drive

CITY, ST. & ZIP: Pensacola, FL 32503

PHONE NO .: (850) 433-3001

TOLL FREE NO.: (____) N/A FAX NO.: (850) 434-8971

I certify that this offer is made without prior understanding agreement, or connection with any Corporation Territy in this outer it made winnout prior uncervananing agreement or connection with any comportion. Item or person submitting an offer for the same materials, kepplek, or equipment, and is in all respects fair and without collusion or fraud. Lagree to abide by all conditions of this offer and certify that Lam authorized to sign this offer for the offerer and that the offerer or is in compliance with all requirements of the solicitation, including but no limited to certification requirements. In submitting an offer to Escambia County Florida, the offerer agrees that if the offer is accepted, the offerer will councy, still assign or transfer to Escambia County Florida, the offerer agrees in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Davids for the offerer will county is on the solit. Florida for price fiving relating to the particular commodities or services purchased or acquired by Escambia County Florida At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offero

** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20	Ton	\$92.00	\$80.00
2	Asphalt Concrete, FC 9.5	21-100	Ton	\$92.00	\$80.00
3	Asphalt Concrete, FC 9.5	101-1000	Ton	\$89.00	\$77.00
4	Asphalt Concrete, FC 9.5	Over 1000	Ton	\$89.00	\$77.00
5	Asphalt Concrete, SP 9.5	up to 20	Ton	\$67.00	\$57.00

Tunstall B. Perry, IV. / Vice President

REASON FOR NO OFFER

TERMS OF PAYMENT:

Net 30

BID BOND ATTACHED \$ 1,000

BINTD) SIGNATURE OF PERSON AUTHORIZED TO SUS OFFER (MANUAL)

Bid Item #	Description	Quantity	Units	Delivered	Supplied
6	Asphalt Concrete, SP 9.5	21-100	Ton	\$69.00	\$57.00
7	Asphalt Concrete, SP 9.5	101-1000	Ton	\$68.00	\$56.00
8	Asphalt Concrete, SP 9.5	Over 1000	Ton	\$66.00	\$54.00
9	Asphalt Concrete, SP 12.5	up to 20	Ton	\$72.00	\$56.00
10	Asphalt Concrete, SP 12.5	21-100	Ton	\$66.00	\$54.00
11	Asphalt Concrete, SP 12.5	101-1000	Ton	\$65.00	\$53.00
12	Asphalt Concrete, SP 12.5	Over 1000	Ton	\$62.00	\$52.00
13	Liquid Asphalt Tack	1	Gallon	No Bid	\$4.00
14	#57 Stone	1	Ton	\$48.73	\$36.73
15	#67 Stone	1	Ton	\$49.34	\$37.34
16	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	1	Ton	\$32.00	\$20.00
17	Gabion Concrete, 3"-6", No Rebar or Mesh	1	Ton	No Bid	No Bid
18	Stone Rip Rap - Class I	1	Ton	\$68.82	\$56.82
19	Stone Rip Rap - Class II	1	Ton	\$68.82	\$56.82
20	Stone Rip Rap - Class III	1	Ton	\$69.04	\$57.04
21	Stone Rip Rap - Class IV	1	Ton	\$69.04	\$57.04
22	Used Asphalt Chunks, Clean, No Debris	1	Ton	\$24.00	\$12.00

PD 14-15.065, Roadway Materials Pricing Agreement

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[] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #18 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. Pensacola Plant Site - 4375 McCoy Drive, Pensacola, FL 32503

2._____

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3. _____

PD 14-15.065, Roadway Materials Pricing Agreement

CONTRACTOR REQUIREMENTS

Acknowledgment is here period:	eby made of receip	t of the following addenda issue	ed during the bidding
Addendum No.	Date	Addendum No	Date
Addendum No	Date	Addendum No	Date
State of Florida Departm	nent of State Certific	ate of Authority Document Num	nber_ <u>F0900000465</u>
Terms of Payment (Che	ck one) Net 30 Day	s <u>x</u> 2% 10th Prox	
Will your company acce	pt Escambia County	Purchasing Cards? Yes X	_No
Will your company acce	ept Escambia Coun	ty Direct Payment Vouchers?	Yes <u>x</u> No
By:Midsouth Paying. Inc	10	_ Person to contact concernir	ng this bid:
Signature	sing	Tunstall B. Perry, IV.	
Title: Vice President) - Phone # <u>850-433-3001</u>	
Address: 4375 McCoy Dr	ive	- E-Mail Address: Tunstall.Pe	erry@midsouthpaving.com
Pensacola, FL 32503		4	

Attached to bid you shall find a bid bond cashier's check or certified check (circle one that applies) in the amount of \$1,000.00.

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRI BID # PI		Roadway Mater 55	rials Pricing	Agreement				
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 08/18/2015 Bid Opening Location: Rm 11.407 NAME OF BIDDER	Cover Sheet/ Acknowl	Bid Bond or Check	Certificate of Insurance	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Grand Total
Midsouth Paving, Inc. 4375 McCoy Dr. Pensacola, Fl 32503	X	Х	X	Х	X	X	N/A	Х	N/A
Panhandle Paving & Grading, Inc. 2665 Solo Dos Familiaf Pensacola, Fl 32526	Х	Х	X	Х	Х	Х	N/A	Х	N/A
Roads, Inc. 106 Stone Boulevard Cantonment, Fl 32533	X	X	X	X	X	X	N/A	X	N/A
BIDS OPENED BY:	Paul Noble	es, Purchas	Ing Coordinator	DATE	08/18/2015				
BIDS TABULATED BY:	Cynthia Smith, Records Liaison Officer DATE: 08/18/2015								
BIDS WITNESSED BY:	Cynthia Si	mith, Reco	rds Liaison Office	r DATI	E: 08/18/2015				
						CAR	BOCC		

09/24/2015 09/24/2015

The Purchasing Chief/Designee recommends to the BCC: To award an Indefinite Quantity, Indefinite Delivery contract to Roads, Inc. of NWF, Panhandle Grading and Paving, Inc. and Midsouth Paving, Inc. for PD 14-15.065, Roadway Materials Pricing Agreement, based on pricing provided and shall extend for a period of twelve (12) months with the potential to be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties.

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 @ 11:55 a.m. CDT on 08/19/2015

PRN/crs



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9032	County Administrator's Report 13. 39.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Contract Award for CEI (Construction, Engineering, Inspection) and Project Management for the Highway 97 Widening and Drainage Improvements
From:	Claudia Simmons, Purchasing Manager
Organization: CAO Approval:	Asst County Administrator - Lovoy

RECOMMENDATION:

Recommendation Concerning Contract Award for CEI (Construction, Engineering, Inspection) and Project Management for the Highway 97 Widening and Drainage Improvements - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and DRMP, Inc., per the terms and conditions of PD 14-15.080, CEI (Construction, Engineering, Inspection) and Project Management for the Highway 97 Widening and Drainage Improvements, for a lump sum of \$210,000.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0115]

BACKGROUND:

Request for Letters of Interest, PD 14-15.080, CEI (Construction, Engineering, Inspection) and Project Management for the Highway 97 Widening and Drainage Improvements, were publicly noticed on Monday, August 3, 2015 to one hundred and nine known firms. Responses were received from four firms on Tuesday, August 18, 2015. DRMP, Inc. was ranked #1 by the selection committee.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0115

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Services

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

Request for Letters of Interest, PD 14-15.080, CEI (Construction, Engineering, Inspection) and Project Management for the Highway 97 Widening and Drainage Improvements, were publicly noticed on Monday, August 3, 2015 to one hundred and nine known firms. Responses were received from four firms on Tuesday, August 18, 2015. DRMP, Inc. was ranked #1 by the selection committee.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G, Consulting Services for Stand-Alone Services and Purchase Order.

	Attachments
<u>Agreement</u>	
Exhibit "A"	
Exhibit "B"	
Exhibit	

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

DRMP, Inc.

PD 14-15.080, CEI (Construction, Engineering, Inspection) and Project Management for the Highway 97 Widening and Drainage Improvements

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised July 11, 2013)

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AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of September, 2015, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and DRMP, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 700 South Palafox Street, Suite 160, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1791174 (hereinafter referred to as the "Consultant").

ARTICLE I DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 <u>BOARD OF COUNTY COMMISSIONERS:</u> The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 <u>CONSULTANT</u>: DRMP, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 <u>CONTRACT ADMINISTRATOR:</u> Whenever the term "Contract Administrator" is used herein, it is intended to mean Liz Bush, Senior Engineering Project Coordinator, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 <u>CONTRACT SERVICES</u>: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 <u>COUNTY:</u> Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 <u>LUMP SUM COMPENSATION</u>: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 <u>NOTICE TO PROCEED</u>: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 <u>PROJECT</u>: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 14-15.080, CEI (Construction, Engineering, Inspection) and Project Management for the Highway 97 Widening and Drainage Improvements.

ARTICLE 2 PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 14-15 in the amount of Two Hundred Ten Thousand Dollars (\$210,000.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3 SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 14-15.080, CEI (Construction, Engineering, Inspection) and Project Management for the Highway 97 Widening and Drainage Improvements, and as represented in the Consultant's Letter of Interest response to PD 14-15.080, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract

price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is \$2,300,000.00.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4 TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5 COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 <u>COMPENSATION</u>: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Two Hundred Ten Thousand Dollars (\$210,000.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 <u>FEE SCHEDULE:</u> The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 <u>DIRECT EXPENSES</u>: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 <u>METHOD OF BILLING AND PAYMENT</u>:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 <u>NOTICES</u>:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other

refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

DRMP, Inc. 700 South Palafox Street, Suite 160 Pensacola, Florida 32502

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Liz Bush Senior Engineering Project Coordinator Public Works/Engineering 3363 West Park Place Pensacola, FL 32501 Jack R. Brown County Administrator P.O. Box 1591 Pensacola, Florida 32597-1591

ARTICLE 6 ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7 COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8 CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9

GENERAL PROVISIONS

9.1 <u>OWNERSHIP OF DOCUMENTS</u>:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 <u>TERMINATION</u>:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 <u>RECORDS</u>:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books

and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 <u>NO CONTINGENT FEES</u>: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 <u>SUBCONTRACTORS</u>: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 <u>ASSIGNMENT</u>: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 <u>INSURANCE</u>: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest

edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 <u>REPRESENTATIVE OF COUNTY AND CONSULTANT</u>:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 <u>ALL PRIOR AGREEMENTS SUPERSEDED</u>:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

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

9.11 <u>TRUTH-IN-NEGOTIATION CERTIFICATE</u>: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 <u>HEADINGS</u>: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 <u>GRATUITIES</u>: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 <u>CONFLICT OF INTEREST</u>: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 <u>SURVIVAL</u>: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 <u>GOVERNING LAW</u>: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 <u>INTERPRETATION</u>: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 <u>SEVERABILITY</u>: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 <u>COMPLIANCE WITH LAWS</u>: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the

foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 <u>PARTICIPATION IN OTHER PROCEEDINGS</u>: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 <u>FURTHER DOCUMENTS</u>: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 <u>NO WAIVER</u>: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and <u>DRMP, Inc.</u>, signing by and through its John C. Kelly, P.E., Vice President-in-Charge, duly authorized to execute same.

		COUNTY: ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
		By: Jack R. Brown, County Administrator
Witness		Date:
Witne	ess	BCC Approved: September 24, 2015
		CONSULTANT: DRMP, Inc., a Florida Corporation authorized to do business in the State of Florida.
ATTEST:	Corporate Secretary	By: John C. Kelly, P.E., Vice President-in- Charge
By: Secre	etary	Date:

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Exhibit "A"

Scope of Services

DRMP will provide CEI inspection as needed through the utilization of a construction Senior Project Engineer, Project Administrator, and Project Inspectors. Our CEI personnel understand our responsibility is to provide field inspection and coordination services necessary to administer the construction contract in such a manner to determine that the project is constructed in reasonable conformity with the plans, specifications, and contract provisions.

To accomplish this DRMP is prepared to provide staff with the appropriate skills and qualifications to perform: Inspection of the Contractor's Work, Coordinate Materials Sampling and Testing Services, and Construction Engineering Services.

Inspection

DRMP understands our primary role in providing CEI Services is to inspect the Contractor's work and act as an extension of Escambia County's staff. We realize the frequency and scope of our inspections depend on the work activity. All services will be in strict accordance with the accepted industry standards. Keeping in mind our primary goal is to determine that the project is constructed in reasonable conformity with the contract plans, specifications, and contract provisions.

Materials Sampling and Testing

Our project personnel recognizes its responsibility in verifying that the materials incorporated into the work will meet the specification requirements. DRMP's project personnel will coordinate all required materials testing services with our Materials Testing Subconsultant, Larry M. Jacobs and Associates, as necessary during construction.

Construction Engineering Services

DRMP's project personnel will provide all construction management engineering services including: coordination of all parties throughout the construction duration; maintain organized, complete, accurate, and up-to-date documentation of the Contractor's work efforts and related events; provide interpretations of the contract plans, specifications, and contract provisions; make recommendations to the owners representatives on project issues, request for additional compensation, or extra time; and maintain an adequate level of inspection of the completed work.

DRMP's Construction Services Staff will:

- Prepare and Conduct Preconstruction Conferences
- Conduct Construction Meetings at least every two weeks
- Review and Evaluate Monthly Pay Estimates
- Provide Construction Inspection
- Observe, Measure, and Record Quantities for Payment
- Inspect Maintenance of Traffic and Erosion Control Items Daily
- Document Significant Activities and Events
- Photo Documentation to Show Progress
- Maintain a Materials Sampling and Testing Log
- Perform Analysis and Recommendation of Potential Project Issues and Concerns
- Negotiate Additional Work/Time with the Contractor
- Coordinate Shop Drawing and Other Project Documentation Reviews with the Engineer of Record
- Submit a Project Summary to the Project Coordinator at each Progress Meeting (at least every two weeks)
- Verify As-built Record Drawings and Coordinate with the Engineer of Record as necessary
- Submit Revisions to Plans to Project Coordinator for Review and Processing
- Interface with Public

Exhibit "B"

CONSULTANT CEI STAFFING ESTIMATE FORM

FINANCIAL PROJECT ID:	PD 14-15.080	Contract Start Date:	9/14/2015
PROJECT DESCRIPTION:	CEI Services Highway 97 Widening	Contract Days:	410
COUNTY:	Escambia County	Substantial Completion:	9/1/2016
DATE PREPARED:	9/16/15	Final Acceptance:	10/16/2016
		Construction Contract Amount:	\$2,168,815.15

PD 14-15.080																
		20)15						20	16					T01	AL
	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Man	Man
Personnel	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Months	Hours
Senior Project Engineer	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.70	116
Project Administrator	0.10	0.10	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.22	0.22	0.25	0.10	0.10	2.49	410
Senior Roadway Inspector	0.20	0.50	0.50	0.50	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.50	0.50	0.25	8.20	1353
Inspector			0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20			2.00	330
Asphalt Plant Inspector								0.50	0.50	0.50	0.50				2.00	330
TOTAL	0.4	0.7	1.0	1.0	1.2	1.2	1.2	1.7	1.7	1.7	1.7	1.0	0.7	0.4	15.4	2539

Exhibit "C"

Date:

09/16/15

DRMP, Inc.

ESTIMATED COSTS

Project:	Highway 97 Widening	_	County	Escambia
Employee	Regular Time	Average	Raw	
Classification	Manhours	Hourly Rate	Salary Cost	
Sr. Project Engineer	116	\$135.00	\$15,660.00	
Project Administrator	410	\$90.00	\$36,900.00	
Senior Inspector	1353	\$80.00	\$108,240.00	
Inspector	330	\$65.00	\$21,450.00	
Asphalt Plant Inspector	330	\$75.00	\$24,750.00	
TOTALS			\$207,000.00	
DRMP Subtotal				\$207,000.00
L.M. Jacobs				\$3,000.00
	TOTAL	MAXIMUM LIM	ITING FEES	\$210,000.00
Approximate Construction CEI Contract as Percent of				\$ 2,168,815.15 9.68%

If survey is determined to be required, DRMP will coordinate with Escambia County's Project Coordinator to determine the extent of survey scope

Fees will be based on DRMP's Exhibit "A" dated July 14, 2014.

DRMP, Inc.



Exhibit "A" Effective July 14, 2014

Administrative/Office Support		GIS	
Administrative Support I	\$50.00	GIS Technician	\$55.00
Administrative Support II	\$60.00	GIS Analyst	\$80.00
Administrative Support III	\$70.00	Expert Witness	
Administrative Support IV	\$80.00	Expert Witness Research	\$145.00
Senior Administrative Support	\$115.00	Expert Witness Testimony	\$250.00
Senior Administrative Supervisor	\$120.00	Survey	
Administrative Department Manager	\$160.00	2-Man Survey Crew	\$125.00
Reproduction Support	\$60.00	3-Man Survey Crew	\$150.00
Information Systems I	\$95.00	4-Man Survey Crew	\$195.00
Information Systems I	\$105.00	5-Man Survey Crew	\$230.00
Graphic Design	<i>Q100.00</i>	1-Man Robotic/GPS Crew	\$135.00
Graphic Designer I	\$55.00	2-Man Robotic/GPS Crew	\$150.00
Graphic Designer II	\$75.00	Surveyor in Training / Technician I	\$65.00
Graphic Designer III	\$120.00	Surveyor in Training / Technician II	\$75.00
Technical Writing	\$120.00	Surveyor in Training / Technician III	\$85.00
Technical Writer I	\$50.00	Surveyor in Training / Technician IV	\$85.00 \$95.00
Technical Writer II	\$30.00 \$65.00	Surveyor in Training / Technician V	\$93.00
Technical Writer III	\$03.00 \$85.00	Professional Surveyor & Mapper I	\$105.00
Public Relations	40 5 .00	Professional Surveyor & Mapper I Professional Surveyor & Mapper II	\$105.00
Public Relations I	\$95.00	Professional Surveyor & Mapper III	\$135.00
	\$95.00	Professional Surveyor & Mapper IV	
Engineering	\$50.00	• • • • • • • • • • • • • • • • • • • •	\$155.00
Engineering Technician I		Professional Surveyor & Mapper V	\$180.00
Engineering Technician II	\$60.00 \$65.00	Subsurface Utility	¢100.00
Engineering Technician III	\$65.00	1-Man Utility Designate/Locate Crew	\$100.00
Engineering Technician IV	\$75.00	2-Man Utility Designate/Locate Crew	\$140.00
Engineering Technician V	\$85.00	3-Man Vacuum Excavation S.U.E. Crew	\$205.00
Engineering Technician VI	\$100.00	4-Man Vacuum Excavation S.U.E. Crew	\$240.00
Engineer I	\$80.00	S.U.E. Project Manager	\$125.00
Engineer II	\$85.00	Utility Locate Technician	\$80.00
Engineer III	\$90.00	Planning	*** 00
Engineer IV	\$95.00	Planner I	\$75.00
Engineer V (P.E.)	\$105.00	Designers	****
Engineer VI (P.E.)	\$115.00	Designer I	\$90.00
Engineer VII (P.E.)	\$125.00	Designer II	\$95.00
Engineer VIII (P.E.)	\$135.00	Designer III	\$105.00
Chief Engineer I (P.E.)	\$160.00	Designer IV	\$115.00
Chief Engineer II (P.E.)	\$170.00	Management	
CEI		Project Manager I	\$95.00
Inspector I	\$45.00	Project Manager II	\$100.00
Inspector II	<mark>\$65.00</mark>	Project Manager III	\$110.00
Inspector III	<mark>\$75.00</mark>	Senior Project Manager I	\$135.00
Senior Inspector I	<mark>\$80.00</mark>	Senior Project Manager II	\$150.00
Senior Inspector II	\$90.00	Senior Project Manager III	\$170.00
Project Admin/CSS	<mark>\$90.00</mark>	Senior Project Manager IV	\$200.00
Inspection Manager	<mark>\$135.00</mark>	Chief Project Manager I	\$120.00
Senior Project Administrator	\$150.00	Chief Project Manager II	\$130.00
Resident Engineer	\$200.00	Department Managers I	\$170.00
Environmental		Department Managers II	\$210.00
Environmental Scientist I	\$65.00	Division Managers	\$220.00
Environmental Scientist II	\$80.00	Principals	\$275.00
Environmental Scientist III	\$95.00	*	

All hourly rates and fees quoted in this AGREEMENT shall be effective for a period of twelve (12) months after the CLIENT'S execution of this AGREEMENT, after which time there will be a 3% increase annually from the Notice to Proceed date. INITIAL



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9037	County Administrator's Report 13. 40.		
BCC Regular M	eeting Budget & Finance Consent		
Meeting Date:	09/24/2015		
Issue:	Budget Amendment to Escambia County District School Board for Public Safety Academy		
From:	Amy Lovoy, Assistant County Administrator		
Organization:	Asst County Administrator - Lovoy		
CAO Approval:			

RECOMMENDATION:

<u>Recommendation Concerning Budget Amendment #004 Relating to the Escambia County</u> <u>District School Board for the Public Safety Academy - Amy Lovoy, Assistant County</u> <u>Administrator</u>

That the Board approve Budget Amendment #004, General Fund (001), in the amount of \$50,000, allocating funds from Reserves for Operating to the Escambia County District School Board for the purpose of starting a Public Safety Academy in the school system.

[Funding Source: Fund 001, General Fund - \$50,000 (Fiscal Year 2016)]

BACKGROUND:

At a recent BCC meeting, the Board discussed funding and directed staff to initiate an agreement with the School Board regarding a public safety academy at one or more of the schools in Escambia County. This budget amendment for FY16 is the first step towards that directive. In the upcoming fiscal year, staff will bring an agreement to the Board for approval.

BUDGETARY IMPACT:

Funds will be available in FY16.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Staff will work with the District School Board to establish the specific parameters of the academy and develop an agreement. In the upcoming fiscal year, the agreement will be presented to the Board for approval.

Attachments

FY16 Budget Amendment #004

Board of County Commissioners Escambia County Budget Amendment Request

Request Number #4

Approval Authorities				
	Date Rec.	Date Forward	Approved	Disapproved
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: General Fund (001)/ Non-Departmental

Fund/Department

Account Title				Amount
	Project Number	Cost Center	Account Code	
Reserves for Operating		110201	59805	50,000
Total				\$50,000

Transfer To: General Fund (001)/ Non-Departmental

Account Title	Project Number	Cost Center	Account Code	Amount
Aids to Government Agencies		110201	58101	50,000
Total				\$50,000

Detailed Justification:

Per Board direction, these funds will be given to the Disctrict School Board for the purpose of starting a Public Safety Academy in the school system.

OMB Analyst

Budget Manager

MBS Department Director



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9036	County Administrator's Report 13. 41.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Approval of Purchase Order to Baptist Health Care for Live, Work, Learn, Play
From:	Amy Lovoy, Assistant County Administrator
Organization: CAO Approval:	Asst County Administrator - Lovoy

RECOMMENDATION:

Recommendation Concerning Approval of a Purchase Order to Baptist Health Care for Live. Work, Learn, Play - Amy Lovoy, Assistant County Administrator

That the Board approve a Purchase Order to Baptist Health Care, in the amount of \$50,000, for the Live, Work, Learn, Play study being conducted in partnership with Baptist Health Care.

[Funding Source: Fund 124, Escambia Affordable Housing Fund, Cost Center 370290]

BACKGROUND:

On September 10, 2015 at their Committee of the Whole meeting, the Board expressed a desire to assist in funding the development and implementation strategy study for the West Moreno District. These funds will be paid to Baptist Health Care who will retain a firm to conduct the assessment.

BUDGETARY IMPACT:

These funds will be allocated in the Escambia Affordable Housing Fund (124)

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

IMPLEMENTATION/COORDINATION:

-

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9042	County Administrator's Report 13. 42.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/24/2015
Issue:	Approval of State Aid to Libraries Grant Agreement
From:	Todd Humble, Library Services Director
Organization:	Library Services
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Approval of the State Aid to Libraries Grant Agreement - Todd Humble, Library Services Department Director

That the Board approve the Florida Department of State, Division of Library and Information Services, State Aid to Libraries Grant Agreement and authorize the Chairman of the West Florida Public Libraries Board of Governance and the Clerk to sign the Agreement. (The State Aid to Libraries Program provides annual funding to eligible recipients for the operation and maintenance of public libraries.)

[Funding: The funds will be included in the Fiscal Year 2015/2016 Annual Budget for the West Florida Public Libraries when received. Fiscal Year 2015/2016 Estimated Grants Appropriation to benefit Escambia County is \$124,818, up to \$159,102, depending upon State legislative funding decisions]

BACKGROUND:

Pursuant to 257.17, Florida Statutes, the State Aid to Libraries Program provides annual funding to eligible recipients for the operation and maintenance of public libraries. The Florida Department of State, Division of Library and Information Services is the administrator that implements the program.

In accordance with the program requirements, the Division requires that the governing body of the library system make application and certify eligibility for receipt of said funding. The Division has designated the West Florida Public Libraries Board of Governance as the governing body of the West Florida Public Libraries with authority to certify eligibility for grant funds. As the designated fiscal agent for the West Florida Public Libraries, the County will have the authority to receive and disburse said funds in accordance with the program requirements.

BUDGETARY IMPACT:

The funds will be included in the FY 15-16 annual budget for the West Florida Public Libraries when received. FY 15-16 Estimated Grants Appropriation to benefit Escambia County is \$124,818 up to \$159,102 depending upon State legislative funding decisions.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Board of Governance will coordinate with the Library Director to complete all implementation requirements.

Attachments

WFPL 2015-2016 State Aid Grant Agreement

STATE AID TO LIBRARIES GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND Escambia County Board of County Commissioners for and on behalf of West Florida Public Libraries

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Escambia County Board of County Commissioners for and on behalf of West Florida Public Libraries, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2015-2016 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- **1. Grant Purpose**. This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.
 - a) The Grantee shall perform the following **Scope of Work** as identified in Section 257.17 *Florida Statutes*:

Manage or coordinate free library service to the residents of its legal service area. The Grantee shall:

- 1. Have a single administrative head employed full time by the library's governing body;
- 2. Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- 3. Provide access to materials, information and services for all residents of the area served; and
- 4. Have at least one library, branch library or member library open 40 hours or more each week.

b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payment to be awarded.

Payment 1, Deliverable/Task 1:

- The first payment will be a fixed price in the amount of 100% of the grant award. The Grantee will have at least one library, branch library or member library open 40 hours or more each week.
- 2. Length of Agreement. This Agreement shall begin the date the agreement is signed by both the Grantee's Governing Body and the Division and continue until all grant funds have been expended, unless terminated in accordance with the provisions of Section 29 of this Agreement.
- **3.** Expenditure of Grant Funds. The Grantee cannot obligate or expend any grant funds before the Agreement has been signed by all parties. No costs incurred after termination of the Agreement shall be allowed unless specifically authorized by the Division.
- **4. Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator Florida Department of State R.A. Gray Building Mail Station # 9D 500 South Bronough Street Tallahassee, Florida 32399 Phone: (850) 245-6620 Facsimile: (850) 245-6643 Email: marian.deeney@dos.myflorida.com

For the Grantee:

Todd J. Humble, Library Director 239 North Spring Street Pensacola, Florida 32502-4822 Phone: (850) 436-5042 Facsimile: (850) 436-5039 Email: pjhumble@mywfpl.com

- 5. Grant Payments. All grant payments are requested by submitting a Grant Payment Request Form. The Grant Payment Request Form is available on the Division's website at <u>info.florida.gov/services-for-libraries/grants/cooperative/guidelines-applications-and-forms/</u>. The total grant award shall not exceed the amount specified on the "Fiscal Year 2015-2016 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
 - a) The first payment will be a 100% fixed price in the amount of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
- 6. Electronic Payments. The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit <u>myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf.</u> The form also includes tools and information that allow you to check on payments.
- 7. Florida Substitute Form W-9. A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.
- **8. Financial Consequences**. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

Should the library fail to provide free library service to the public or to be open for at least 40 hours per week, it will no longer be eligible to receive State Aid to Libraries grant funding, and its funding will be reduced to zero.

First payment will be withheld if Deliverables are not satisfactorily completed.

9. Credit Line(s) to Acknowledge Grant Funding. The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

"This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State's Division of Library and Information Services."

10. Non-allowable Grant Expenditures. The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are available online at myfloridacfo.com/aadir/reference_guide/.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

- **11. Travel Expenses.** The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
- **12. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
- **13. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Library Program Administrator, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

- 14. Single Audit Act. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, Florida Statutes. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$500,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 257.41(3), Florida Statutes within nine months of the close of its fiscal year.
- **15. Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
- **16. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
- **17. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- **18. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes.* Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's Final Report at the end of the Grant Period.
- **19. Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.

- **20. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
- **21. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- **22.** Lobbying. The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- **23. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

- **24. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
- **25. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.
 - a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontract for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- **26. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 19, Noncompliance.
- **27. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

- **28. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- **29. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
- **30. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
- **31. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
- **32. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
 - a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
 - 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.

- 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- **33. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- **34. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- **35. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- **36.** Severability. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- **37. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990.
- **38.** Governing Law. This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

39. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Federal and State of Florida Single Audit Act Requirements (Attachment A), including Exhibit 1.
- c) Fiscal Year 2015-2016 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Date of Agreement:	
Grantee:	Department of State:
Chair of Governing Body or Chief Executive Officer	By:
Dr. Rebecca Temple, Chair of West Florida Public Libraries Board of Governance	Typed name and title
9/21/2015	
	Witness
Clerk or Chief Financial Officer	
Pam Childers, Clerk of the Circuit Court	
Date	

ATTACHMENT A

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 *CFR* 2 Subpart F – Audit Requirements and Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 *CFR* 2 §200.328 and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization that has received federal funds awarded through the Department of State. Exhibit 1 to this attachment indicates whether federal resources have been awarded through the Department of State by this agreement.

2 CFR 2 §200.501 Audit Requirements:

(a) *Audit required*. A non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit*. A non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single audit conducted in accordance with 2 *CFR* 2 \$200.514 Scope of audit, except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election*. When an auditee expends federal awards under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 2 *CFR* 2 §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when federal awards expended are less than* \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity's fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in 2 *CFR* 2 \$200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC)*. Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not federal awards. Section §200.330 Subrecipient and contractor determinations should be considered in determining whether payments constitute a federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors*. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with federal statutes, regulations, and the terms and conditions of federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions are in compliance with federal statutes, regulations, and the terms and conditions of federal awards.

(h) *For-profit subrecipient*. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

The Internet address listed below will assist recipients in locating documents referenced in the text of this agreement and with the interpretation of compliance issues.

U.S. Government Printing Office <u>www.ecfr.gov</u> State Aid to Libraries Grant Agreement Chapter 1B-2.011(2)(a), *Florida Administrative Code*, Effective 4-2015.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), *Florida Statutes* and has received state funds awarded by the Department of State. Exhibit 1 to this attachment indicates whether state resources have been awarded by the Department of State by this agreement.

Section 215.97, Florida Statutes Single Audit Requirements

- In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*. Exhibit 1 to this attachment indicates state financial assistance awarded through the Department of State 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 of State, other state agencies and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
- In connection with the audit requirements addressed in Part II, paragraph 1 of this attachment, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), *Florida Statutes* and 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 \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes* is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet addresses listed below will assist recipients in locating documents referenced in the text of this agreement and with the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer) <u>fldfs.com</u>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

PART III: REPORT SUBMISSION

- 1. Copies of reporting packages for audits conducted in accordance with 2 *CFR* 2 §200.512 and required by Part I of this attachment shall be submitted, when required by 2 CFR 2 §200.512, by or on behalf of the recipient, directly to each of the following:
 - A. The Department of State at the following address:

Office of Inspector General Florida Department of State R. A. Gray Building, Room 114A 500 South Bronough St. Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse, electronically, at *harvester.census.gov/sac/* as designated in 2 *CFR* 2 §200.512
- C. Other federal agencies and pass-through entities, in accordance with 2 CFR 2 §200.513.
- 2. In the event that a copy of the reporting package for an audit required by Part I of this attachment and conducted in accordance with 2 *CFR* 2 §200.501 Audit Requirements is not required to be submitted to the Department of State for the reasons pursuant to 2 *CFR* 2 §200.501, the recipient shall submit the required written notification pursuant to 2 *CFR* 2 §200.501 (d) and a copy of the recipient's audited schedule of expenditures of federal awards directly to the following:

Office of Inspector General Florida Department of State R. A. Gray Building, Room 114A 500 South Bronough St. Tallahassee, FL 32399-0250

A non-federal entity that expends less than \$750,000 during the non-federal entity's fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in 2 *CFR* 2 §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

- 3. Copies of financial reporting packages required by Part II of this attachment shall be submitted, by or on behalf of the recipient, directly to each of the following:
 - A. The Department of State at the following address:

Office of Inspector General Florida Department of State R. A. Gray Building, Room 114A 500 South Bronough St. Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office Room 401, Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

- 4. Any reports, management letters or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 *CFR* 2 Subpart F, Audit Requirements; 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.
- 5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 *CFR* 2 Subpart F or Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General* should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The recipient 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 of State or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State or its designee, Chief Financial Officer or Auditor General upon request for a period of five fiscal years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

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

Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State, State Aid to Library Grants, CSFA Number 45.030 Award Amount: Listed on Attachment B, Fiscal Year 2015-2016 State Aid to Libraries Final Grants

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in the Compliance Supplement to CSFA Number 45.030.

ATTACHMENT B

Fiscal Year 2015-2016 State Aid to Libraries Final Grants



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8625	County Administrator's Report 13. 1.
BCC Regular M	eeting Discussion
Meeting Date:	09/24/2015
Issue:	Acquisition of Real Property for the Delano/Herman Streets Drainage Improvement Project
From:	Joy D. Blackmon, P.E., Department Director
Organization:	Public Works
CAO Approval:	jrb

RECOMMENDATION:

<u>Recommendation Concerning the Acquisition of a Parcel of Real Property for</u> <u>the Delano/Herman Streets Drainage Improvement Project - Joy D. Blackmon, P.E., Public</u> <u>Works Department Director</u>

That the Board either approve by super-majority vote or deny:

A. The purchase of a parcel of real property (approximately 0.34 acres), located at 2112 West Herman Street, for the Delano/Herman Streets Drainage Improvement Project, from Ricky Lamar Blankenship, for the purchase price of \$25,000, which is above appraised value of \$18,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Acceptance of the property without benefit of title insurance because the owner is not willing to take the steps necessary to provide insurable title to the County;

C. The Contract for Sale and Purchase for the acquisition of a parcel of real property (approximately 0.34 acres), from Ricky Lamar Blankenship; and

D. The authorization for the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board.

[Funding Source: Fund 352, "LOST III," Account 210107/56101/56301, Project No. 12EN1763]

BACKGROUND:

Meeting in regular session on April 29, 2014, the Board approved by a super-majority vote the purchase of a parcel of real property (approximately 0.35 acres), located at 2112 West Herman Street, for the Delano/Herman Streets Drainage Improvement Project, for the purchase price of \$25,000, which was above the appraised value of \$18,000.

A title commitment update required the present owner (Ricky Blankenship) to quiet title the property since the previous owner of the property (Jerald Wade, Sr.) previously acquired title to the property through a tax deed sale on March 18, 2013. Title insurance underwriter requirements state that if a property owner acquired property through a tax deed sale and owned the property for at least four years then a quiet title is not required to issue title insurance. Since the previous owner acquired the property in 2013 this requirement cannot be met. Therefore, the title company requires the present owner to initiate the quiet title process for title insurance. The proposed acquisition value of the property is \$25,000 and the quiet title cost is estimated at \$6,000 (per a letter from Emanuel, Shepard & Condon provided by Mr. Blankenship's attorney, Mr William B. Richbourg).

Escambia County has documented a long history of stormwater drainage problems in the Pace Boulevard/Herman Street/Delano Street area, including flooding of public and private facilities and significant damage to roadway and drainage infrastructure. The county is currently designing a project to minimize future flooding. To do this, a functioning drainage system with adequate retention is necessary. When retention pond locations are identified, staff meets with owners to determine their willingness to participate with the County to acquire those properties. Design recommendations must consider topography, location and size for possible pond sites.

Three contiguous parcels of property located at the northwest corner of Herman Street and Pace Boulevard were identified as critical properties to be acquired for retention pond purposes. Staff has successfully acquired two of these parcels. This last 0.34-acre (50' x 300') parcel is located between the other two acquired parcels, so a retention pond cannot be constructed to meet design capacity at this location without this middle parcel. Therefore, staff is requesting the Board to consider approval to purchase a parcel of real property (approximately 0.34 acres) from Ricky Lamar Blankenship for the purchase price of \$25,000, subject to the terms and conditions contained in the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Fund 352, "LOST III," Account 210107/56101/56301, Project No. 12EN1763.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Other than the requirement for title insurance for purchases of \$20,000 or more, these actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

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

Attachments

Contract Power of Attorney BCC action 4-29-2014 Estimated Cost of Quiet Title Appraisal Pond Geotech Design Parcel Information Aerial Map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract") between RICKY LAMAR BLANKENSHIP, whose address is 5422 Tomlinson Road, Pensacola, Florida 32505 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on ______, 2015.

2. PURCHASE PRICE; PAYMENT. The purchase price is \$25,000 (twenty five thousand dollars) payable to Seller at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey

(Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain

binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

<u>TO BUYER:</u> Office of the County Engineer Real Estate Division 1190 West Leonard Street, Suite 1 Pensacola, Florida 32501 TO SELLER:

Ricky Blankenship 5422 Tomlinson Road Pensacola, Florida 32505

WITH A COPY TO: Escambia County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Buyer or that have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

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

ATTEST: Pam Childers Clerk of the Circuit Court

Steven Barry, Chairman

Deputy Clerk

BCC Approved:

Witness

Print Name

Print Name

STATE OF FLORIDA COUNTY OF ESCAMBIA Date: This document approved as to form and legal sufficiency. By Jollant Title Auto-Con-ty Athorny SELLER: Date July 20, 2015

Jase M. Blan **Ricky Lamar Blankenship**

Date: 7 2015

The foregoing instrument was acknowledged before me this day of 2015, by Ricky Lamar Brankenship. He (_) is personally known to me, (_) produced current Simature of VotameReferivisLEE MY COMMISSION # FF 189676 EXPIRES: January 14, 2018 (Notary Seal) Pr

Legal Description for Warranty Deed from Ricky Lamar Blankenship

•

Parcel Reference Number: 09-2S-30-1100-000-173

Exhibit "A"

The West 50.00 feet of Lot 173, Hyer Place Subdivision according to plat recorded in Plat Book 1 at Page 92 of the public records of Escambia County, Florida. Sections 8 & 9, Township 2 South, Range 30 West, Escambia County, Florida.

This instrument prepared by: William B. Richbourg Attorney at Law 700 North Ninth Avenue, Suite A Pensacola, Florida 32501 (850) 434-9993

DURABLE POWER OF ATTORNEY

1. I, RICKY L. BLANKENSHIP, SSN: _______, DOB: 09/20/1970, 5422 Tomlinson Road, Pensacola, Escambia County, Florida 32505, by this act and these presents hereby make, constitute and appoint my wife, LISA BLANKENSHP, SSN: _______, DOB: <u>12/14/165</u>, of 5422 Tomlinson Road, Pensacola, Florida 32505, my true and lawful Attorney-in-Fact, under this Durable Power of Attorney, with full power to act in my stead and in my behalf to execute all such instruments and to make, do and transact all and every kind of business whatsoever in my name as fully as though I myself were acting; said power and authority to do or perform for me, in my name, place and stead, any and all of the following, to wit:

(a) To exercise, do or perform any act, right, power, duty, or obligation whatsoever that I now or may acquire the legal right, power, or capacity to exercise, do so perform in connection with, arising out of, or relating to any person, item, thing, transaction, business property, real or personal, tangible or intangible, or matter whatsoever;

(b) To ask, demand, sue for, recover, collect, receive and hold and possess all such sums of money, debts, dues, bonds, notes, checks, drafts, accounts, deposits, legacies, bequests, devises, interests, dividends, stock certificates, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, documents of title, choices in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated and unliquidated, as are now, or shall hereafter become due, owing, payable, owned, or belonging to me or in which I have or may acquire an interest, and to have, use and take all lawful ways and means and legal and equitable remedies, procedures, and write in my name for the collection and recovery thereof, and to compromise, settle, and agree for the same, and to make, execute and delivery for me in my name all endorsements, acceptances, releases, receipts, or other sufficient discharges for the same;

(c) To lease, purchase, exchange, and acquire, and to bargain, contract, and agree for the lease, purchase, exchange and acquisition of, and to take, receive, and possess any real or personal property whatsoever, intangible or tangible, or interest therein on such terms and conditions, and under such covenants as such attorney-in-fact shall deem proper;

(d) To improve, repair, maintain, manage, insure, rent, lease, sell, release, convey, subject to liens, mortgage and hypothecate, and in any way or manner deal with all or any part of any real or personal property, intangible or tangible, whatsoever, or any interest therein, which I now own or may hereafter acquire, for me and in my name, and under such terms and conditions, and under such covenants as such attorney shall deem proper;

(c) To engage in and transact any and all lawful business of whatever nature or kind for me and in my name; and

(f) To sign, endorse, execute, acknowledge, deliver, receive and possess such applications, contracts, agreements, options, covenants, deeds, conveyances, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, notes, stock certificates, proxies, warrants, commercial paper receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loan or other institutions or associations, proofs of loss, evidence of debts, releases, and satisfaction of mortgages, judgments, liens, security agreements, and other debts and obligations and such other instruments in writing of whatever kind of and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

I grant to my Attorney-in-Fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary, and proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Attorney-in-Fact, or her substitute or substitutes, shall lawfully do or cause to be done by virtue of the power of attorney and the rights and powers herein granted.

This instrument is to be construed and interpreted as a general power of attorney. The 3. enumeration of specific items, not to be construed or interpreted as limiting or restricting the general powers herein granted to my Attorney-in-Fact.

4 This durable power of attorney is not affected by the lapse of time or any physical or mental disability or that I may hereafter suffer incapacity except as provided by Section 709.08 Florida Statutes.

The rights, powers and authority of my Attorney-in-Fact to exercise any and all of the rights and powers hercin granted shall commence and be in full force and effect on the date of execution, and shall remain in full force and effect until my death or until written notice of revocation, whichever occurs first.

DATED this 23rd day of April , 2014.

Witnesses:

Witness Signature William B

Printed Name

BLANKENSHI

Witness Signature

William F Banks Printed Name

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, the undersigned notary public, by RICKY L. BLANKENSHIP, who is personally known by me or who has produced ESC. Co. Corr. 1.P as identification and who did/did not take an oath.

ECC 1458 NO01095

Executed this _23rd day of _____, 2014.

love A. Lov

Notary Public Commission No: Expiration Date:



VALORIES, LOVE MY COMMISSION # EE 860383 EXPIRES: December 26, 2016 Bonded Thru Budget Natury Services

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Purchase of Property

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving, by super majority vote (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107/56101/56301, Project No. 12EN1763):

- A. The purchase of a parcel of real property (approximately 0.34 acre), located at 2112 West Herman Street, for the Delano/Herman Street Drainage Improvement Project, from Ricky Lamar Blankenship, for the purchase price of \$25,000, which is above appraised value of \$18,000, in accordance with the terms and conditions contained in the *Contract for Sale and Purchase*;
- B. The *Contract for Sale and Purchase* for the acquisition of a parcel of real property (approximately 0.34 acre), from Ricky Lamar Blankenship; and
- C. The authorization for the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property, without further action of the Board.
- 2. Gulf Coast Summer Fest

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, approving the request from Banks Enterprise, LLC, for \$50,000, to be funded from the 4th Cent Tourist Development Tax, for the 2014 Gulf Coast Summer Fest, and approving a Purchase Order for this purpose.

3. Termination of Interlocal Agreement

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, approving to terminate the 2002 Interlocal Agreement between Escambia County and the Santa Rosa Island Authority (SRIA) that requires the SRIA to make payments to the County, in the amount of \$600,000 annually, to assist in making debt service payments on loans issued by the County to restructure Via de Luna Drive.

EMMANUEL, SHEPPARD & CONDON

ATTORNEYS AT LAW SINCE 1913

Post Office Drawer 1271 Pensacola, Florida 32591-1271

John H. Adams Alan B. Bookman • Gerald L. Brown Sarah K. Carpenter Erick M. Driicka ••• •••• Patrick G. Emmanuel, Jr. • Robert A. Emmanuel, •• Gregory P. Fayard Sally Bussell, Fox • Van P. Geeker CHarles P. Hoskin Holly V. Jurnovoy Andrea C. Lyons Cristi A. Malone

30 South Spring Street Pensacola, Florida 32502-5612 esclaw.com pensacolalawyer.com (850) 433-6581 Toll Free 1-800-433-6581 Fax (850) 434-7163 JOHN W. MONROE, JR. * JOSEPH A. PASSERETTI P. MICHAEL, PATTERSON WANDA W. RADCLIFFE H. WESLEY REEDER * T. SHANE ROWE WARREN R. TODD ADAM J. WHITE CECILY M. WELSH CHARLES P. YOUNG *

PATRICK G, EMMANUEL, RETIRED ALAN C, SHEPPARD, 1921 – 2014 A. G. CONDON, JR., 1934 – 2011

BOARD CERTIFIED REAL ESTATE LAWYER **BOARD CERTIFIED CONSTRUCTION LAWYER ***BOARD CERTIFIED CIVIL TRIAL LAWYER ****BOARD CERTIFIED LABOR AND EMPLOYMENT LAW

November 6, 2014

William B. Richbourg, Esq. 201 East Government Street Pensacola, FL 32502

Re: Blankenship – Quiet Title.

Dear Bill:

This letter is to follow up our telephone conference of November 3, 2014, regarding a quiet title suit for the property located at 2112 West Herman Street.

It appears that the owners of the property immediately prior to the Tax Deed being issued were Carerlea Gaines and Willie B. Gaines. It appears that a Tax Deed was issued to Jerald Anthony Wade, Sr. on March 12, 2013. Mr. Wade then executed a Quit Claim Deed to Ricky Lamar Blankenship.

You advised me that Mr. and Mrs. Gaines died, which is probably why the taxes went delinquent. Since they were the individuals who had title prior to issuance of the Tax Deed, a quiet title suit would need to be brought against them and any parties claiming through them by virtue of any conveyances, judgments, liens, or inheritance. In the quiet title suit, a diligent search and inquiry would be required to identify potentially interested parties, an attorney-ad-litem would need to be appointed to represent the interests of Mr. and Mrs. Gaines and all unknown persons who might claim through them, and a notice of action would need to be published in the Escambia Sun Press.

I estimate, but cannot guarantee, that a quiet title suit would cost approximately \$6,000.00. However, depending upon any difficulty encountered in the course of

William B. Richbourg November 6, 2014 Page 2

prosecuting the case, this may change. It could be more; it could be less. My hourly rate is \$285.00 per hour, and the attorney-ad-litem would charge a similar hourly rate.

In order to proceed with a quiet title action, I request a retainer/deposit of \$2,500.00 towards anticipated legal fees and costs. I understand that Mr. Blankenship has a firm offer from the County to purchase the property and will be receiving proceeds from the sale of the property. Therefore, I could defer the payment of the balance of fees and costs until closing.

Should you have any questions, or require further information, please contact me. I look forward to working with you on this case.

Very truly yours,

CHARLES P. HOSKIN

CPH/tmg

2112 W Herman St Pensacola, Florida 32505 Escambia County



COMMERCIAL & RESIDENTIAL APPRAISAL, CONSULTING & SALES

103 baybridge drive • gulf breeze, fl 32562 tel 850.934.1797 • fax 850.932.8679

G. Daniel Green, MAI, SRA, St. Cert. Gen. REA #RZ836 Paula M. Pelezo, St. Cert. Res. REA #RD7497 Karen Johnson Registered Trainee #RI23797

G. DANIEL GREEN & ASSOCIATES, INC.

Appraisals, Sales, & Consulting

SIMPLIFIED SUMMARY APPRAISAL REPORT

SUBJECT PROPERTY 2112 W Herman St Pensacola, Fl 32505

EFFECTIVE DATE November 14, 2013

REPORT DATE November 19, 2013

CLIENT/INTENDED USER(S)

Larry Goodwin Real Estate Acquisition Manager Escambia County Public Works Department 3363 West Park Place Pensacola, Fl 32505

Prepared By: G. Daniel Green, MAI, SRA Certified General Appraiser RZ836

G. Daniel Green & Associates

103 Baybridge Drive Gulf Breeze, Florida 32561 Telephone (850) 934-1797 Fax (850) 932-8679 appraisal@gdanielgreen.com



November 19, 2013

Larry Goodwin Real Estate Acquisition Manager Escambia County Public Works Department 3363 West Park Place Pensacola, FL 32505

RE: 2112 W Herman St, Pensacola Fl 32505

In response to your request, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the current market value of the fee simple interest in the above captioned subject property. The following Simplified Summary Appraisal Report presents our findings.

The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the subject property based on a personal observation of the subject; information provided to our office; and the investigation and analyses undertaken; as of November 14, 2013, the Effective Date of this appraisal and the date of observation; subject to the attached assumptions and limiting conditions. The intended user is Escambia County Public Works Department, specifically Larry Goodwin. No other use of this report by any other entity or person is authorized.

We have analyzed the market value of the subject property based on our opinion of the highest and best use of the subject property. Subject to the assumptions, limiting conditions and certification set forth herein, it is our professional opinion the market value of the fee simple interest in the subject property as of November 14, 2013 is:

\$18,000 EIGHTEEN THOUSAND DOLLARS MARKET VALUE "AS IS" NOVEMBER 14, 2013

Exposure Time: The exposure time linked to the final value opinion for subject property is estimated to be eighteen (18) to twenty four (24) months based on market sales of similar properties and current market activity.

Marketing Time at concluded value estimate: The marketing time for the subject property is estimated to be eighteen (18) to twenty four (24) months.



The following is a Summary Level Report of an appraisal utilizing the Direct Sales Comparison approach to value exclusively; the Cost approach is not pertinent to the valuation of the subject as the improvements associated with the subject are not new and therefore the calculation of depreciation becomes subjective. The Income Approach is applicable, but it is not necessary to arrive at a credible opinion of value for the existing use, especially in its current, vacant state. This appraisal has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal reserve board, the Federal Deposit Insurance Corporation, the State of Florida, including Federal regulations as stipulated by all appropriate federal regulatory agencies under the most recent Real Estate Appraisal ruling (12 CFR Par 34-Title XI of FIRREA).

The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. It is intended to comply with the requirements set forth under Standards Rule 2 of the *Uniform Standards of Professional Appraisal Practice* (USPAP) effective January 1, 2012 adopted by the Appraisal Foundation. The fee for this appraisal was not based on value nor was the assignment undertaken based on a predetermined value, trend in value or a minimum or maximum value. The report presents discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's credible opinion of value. The depth of discussion contained in the report is specific to the needs of the client and for the intended use stated in the report. The content of this Summary level report includes all specification in USPAP as defined in Standards Rule 2 -2 (b) and through the scope of work have concluded to a credible opinion of value.

G. Daniel Green MAI, SRA is currently certified under the voluntary continuing education program of The Appraisal Institute.

Respectfully submitted,

4. Namplin_

G. Daniel Green, MAI SRA State-Certified General Appraiser #RZ836

CONDENSED APPRAISAL

Property Identific 09-2S-3011-0000- 2112 W HERMA			IATION			
09-25-3011-0000-	ation:	Report Prepared By:		eport Prepa	ared For (Client):	
2112 W HERMA	0173					
		G. Daniel Green MAI,SRA		arry Good		
Pensacola, Fl 32	hUh	G. Daniel Green and Assoc. Ir	IN		Acquisition Manager	
		103 Baybridge, Gulf Breeze, Florida 32561	Es	scambia C	ounty Public Works De	epartment
Current Tax Asse		850-934-1797	33	363 West P	Park Place	
\$5,130				ensacola, H	FL 32505	
Owner:						
BLANKENSHIP						
5422 TOMLINSON RD						
PENSACOLA, FL 32526						
File Number: 13	111976					
	ING AND OFFER HISTOF	2Y				
		, no sales indicated of subject	in past 36 mon	nths.		
		MARKET ANALYS				
Comments: The	subject neighborhood	was fully developed a number		and is heai	nning a slow redevelopme	ent trend prompted by both
		activity is focused along pr				
-		ected to continue, based on c	-			
		afox Street, to the east is also				
		ice and Palafox to the north de			,	
0			Ū			
		PROPER	TY DESCRIPT	ION		
Bldg Area (SF)	572- No Value	Occupancy (owner vs. t	enant / %)	None		
Heated Area	Land Only	Zoning	,	C-2 Gene	eral Commercial District	
Yr. Built		Conformance to Zoning		Compliant		
	Land Only					
Rem. Econ. Life	Land Only	Property Type			Improvement	
Quality	Land Only	Current Use			Improvement	
Condition	Land Only				a County Property Appraiser and best use. It has extremely narrow frontage, with	
		ei uniougnoul, anu is easily dev				
exteriorive deptir, w		e of uses for the property signi				
with interspersed re		e of uses for the property signi no new residential constructio	ficantly. The a			
with interspersed re		e of uses for the property signi no new residential construction	ficantly. The a			
with interspersed re		no new residential construction	ficantly. The ai on noted.	rea is mixed		
·	esidential, but virtually	no new residential construction	ficantly. The aid on noted.	rea is mixed JSE	d in use, with predominant	uses as light industrial,
·	esidential, but virtually	no new residential construction HIGHEST s are limited by the generally s	ficantly. The an on noted. AND BEST U smaller size of t	rea is mixed JSE the subject,	d in use, with predominant	uses as light industrial,
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Site Area/Acres	14,810 SF+/-	10,890 SF+/-	17,424 SF+/-	37,897 SF+/-	68,825 SF+/-
Contributory Value	LAND ONLY	Minor Structures-Near Fully Depreciated	709 SF Structure in good cond.	LAND ONLY	Land Only
Zoning/Use	C-2	C-2	C-2	C-2	C-2
Overall Comparat	ility to Subject:	SI. Superior	SI. Superior	Superior	Superior
Analysis of Sales	s and Reconciliation:	Sup.Frontage, Contributory Struct. Very sim. location	SI. Sup. Location	Superior Location, Larger Site Size	SI. Sup. Location, Superior Site Size, Listing
		Date of Report: 11/19/2	0013		
	Date of Inspection		Interest Appraised	Market	Value "As Is"
Assignmen Conditions		11/14/2013	Fee Simple	<u>\$18,000</u>	
	e relevant conditions / ass	sumptions pertinent to t	he valuation assignmen	t (eg access, title, legal,	etc.):
contributory impro slight downward lo \$18,512, rounded Escambia Count 092S301100001 W 50 FT OF LT	The subject has narrow frontage with extensive depth, and with a minimum 50' frontage, it's utility is limited. After consideration for minimal contributory improvements, Sale #1 is given greatest weight, supported by Sale #2 and Sale #3. The listing requires upward size adjustment, and slight downward location adjustment. With relative weight to each, the final opinion of value is supported at \$1.5/SF, or 14,810SF+/- x \$1.25/SF = \$18,512, rounded to \$18,000. Escambia County Property Appraiser 092S301100000173 - Full Legal Description W 50 FT OF LT 173 HYER PLACE PB 1 P 92 OR 7032 P 156 SEC 8/9 T 2S R 30 A flood zone map has been included. It appears to indicate that the subject is not located within a flood hazard zone.				
		SCOPE / INTEND	DED USE / INTENDED U	SER	
This SIMPLIFIED SUMMARY appraisal report is presented in a SUMMARY format. The significant elements of scope included the following: The significant elements of scope included the following: Interior and exterior inspection of the subject and its environs, collection and analysis of data. The most probable buyer for the subject is an owner-user, and only the Sales Comparison Approach was used. It is the appraiser's opinion that the scope of research and analysis associated with this appraisal is adequate to produce a credible value conclusion that will serve the needs of the client. As-Is Market Value I have not completed any real estate related services relating to this property within the past 36 months. The intended use of the appraisal report is to provide information for internal planning purposes of the client. As-Is Market Value Intended users of the report include:					
Larry Goodwin,	Larry Goodwin, Real Estate Acquisition Manager, Escambia County Public Works Department, sole owner of the appraisal.				
			RTIFICATION		
I certify that, to the	e best of my knowledge and	belief:			
 The statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartia and unbiased professional analyses, opinions, and conclusions. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the edition of the Uniform Standards of Professional Appraisal Practice current and FIRREA as of the date of the appraisal. I have mote a personal inspection of the property that is the subject of this report. No one provided a previous service regarding the subject property within the prior three years. I have made a personal inspection of the property that is the subject of this report. No one provided significant professional assistance to the person signing this report. The use of this report is subject to the requirements of the continuing education program m of the Appraisal Institute. As of the date of this re					

State Certification # RZ836

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

- 1. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
- 2. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report.
- 3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
- 4. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- 5. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable.
- 6. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
- It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this
 appraisal report.
- It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
- 9. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the **possibility** of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisel.
- 10. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
- 11. No survey information was provided. The site sizes are taken from the Okaloosa County Property Appraiser's website. The improvement size and age were also taken from Tax Roll Data.

DEFINITION OF MARKET VALUE

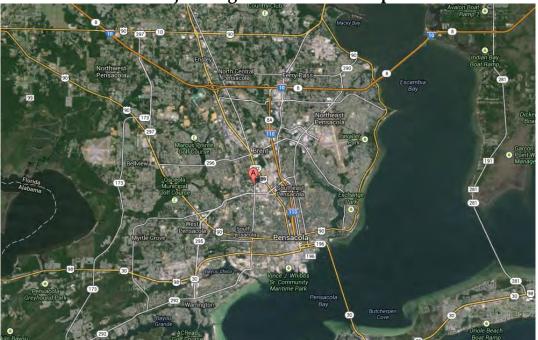
"Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated;
- 2. Both parties are well informed or well advised, and acting in what they consider to be their own best interests;
- 3. A reasonable time is allowed for exposure to the open market;
- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." Source: 12 CFR 34.42(g).

Subject Location Map



Subject Regional Location Map





PARCEL MAP PER ESCAMBIA COUNTY

AERIAL MAP PER ESCAMBIA COUNTY



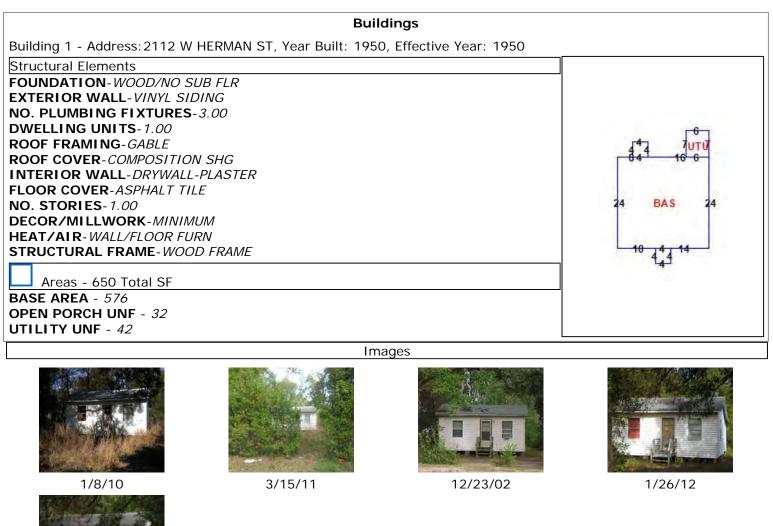


kpoole

escpaDetail 2112 W HERMAN ST 32505

Source: Escambia County Property Appraiser

🔽 🛛 Navigate Mode 🖉 Account 🔘 Reference 🚽 📍	Restore Full Page Version
General InformationReference:092S301100000173Account:052831000Owners:BLANKENSHIP RICKY LMail:5422 TOMLINSON RD PENSACOLA, FL 32526Situs:2112 W HERMAN ST 32505Use Code:SINGLE FAMILY RESIDTaxing Authority:COUNTY MSTUTax Inquiry:Open Tax Inquiry WindowTax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	2013 Certified Roll Assessment Improvements: \$0 Land: \$5,130 Total: \$5,130 Save Our Homes: \$0 Disclaimer \$0 Amendment 1/Portability Calculations
Sales DataSale DateBook PageValueTypeOfficial Records (New Window)06/17/20137032156\$100QCView Instr03/12/201369881993\$2,800TDView Instr09/1986228217\$100WDView InstrOfficial RecordsInquiry courtesy of PamChildersEscambia CountyClerk of the Circuit Court andComptroller	2013 Certified Roll Exemptions None Legal Description W 50 FT OF LT 173 HYER PLACE PB 1 P 92 OR 7032 P 156 Extra Features None
Parcel Information Section Map Id: 09-2S-30-4 Approx. Acreage: 0.3400 Zoned: C-2 Evacuation & Flood Information Open Report	Eaunch Interactive Map





12/17/12

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.

PROPOSED PROPERTY ACQUISITION FOR DELANO/ HERMAN STREET DRAINAGE PROJECT





ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT LWG 04/15/14 DISTRICT 3 BLANKENSHIP PROPERTY / 50' X 300' = 1,500 SQUARE FEET (0.34 ACRES)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8875	County Attorney's Report 13. 1.
BCC Regular M	eeting Action
Meeting Date:	09/24/2015
Issue:	Amendment to the Escambia County Administrative Code, Title 6, Part 3, Unclassified Service
From:	Kerra Smith, Assistant County Attorney
Organization: CAO Approval:	County Attorney's Office

RECOMMENDATION:

Recommendation Concerning an Amendment to the Escambia County Administrative Code. <u>Title 6. Part 3. Unclassified Service</u>

That the Board approve the amendment to the Escambia County Administrative Code, Title 6, Part 3, Unclassified Service, Section 8322 Overtime, to disallow overtime compensation to unclassified employees unless approved by the Board of County Commissioners or required by law.

BACKGROUND:

Section 8322 of the Administrative Code specifies that unclassified employees shall not be entitled to overtime compensation unless specifically approved by the Board of County Commissioners. This amendment is requested to authorize payment when it may be required in order to comply with the Fair Labor Standards Act (FLSA).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

N/A

Attachments

Part 3-Unclassified Service

Part 3

UNCLASSIFIED SERVICE

Chapt	er	Section
1.	Appointment to the Unclassified Service	
2.	Compensation Plan Administration	
3.	Classification Plan Administration	
4.	Separation From Unclassified Service	

CHAPTER 1 APPOINTMENT TO THE UNCLASSIFIED SERVICE

Article 1 Authority.

Article 2 Vacancies in the Unclassified Service.

Article 3 Appointments to Unclassified Positions.

Article 4 Changes in Incumbent Status.

ARTICLE 1. AUTHORITY

Section 8000 Purpose. This Chapter provides for a portion of the implementing rules and standards pertaining to the organization, maintenance, modification, and administration of the unclassified County service.

Specific Authority: Policy Implemented: 11/28/1995 History: New: 11/28/1995

Section 8001 Unclassified Service Described. The unclassified service exists to aid and support the County Administrator in the accomplishment of his mission, and those who serve in it serve at the pleasure of the County Administrator, except those positions which are expressly excluded in this Article.

Specific Authority: Policy Implemented: 11/28/1995 History: New: 11/28/1995; Amended 9/17/2009

Section 8002 Creation of Positions. Subject to budgetary constraints, the County Administrator may establish such positions as he deems necessary or convenient to the fulfillment of his duties and responsibilities, and assign such positions to the unclassified service.

Section 8003 Exclusions.

- (a) Notwithstanding any provision of this Chapter to the contrary, positions of Commissioner Aide serve at the pleasure of the respective individual members of the Board of County Commissioners, and for such positions all pertinent sections of this Chapter shall be read to substitute such individual members for the County Administrator.
- (b) Notwithstanding any provision of this Chapter to the contrary, all unclassified positions in the Office of the County Attorney serve at the pleasure of the County Attorney, and for such positions all pertinent sections of this Chapter shall be read to substitute County Attorney for County Administrator.

ARTICLE 2. VACANCIES IN THE UNCLASSIFIED SERVICE

Title 6

Section 8010 Authority to Fill Vacancy. Except as otherwise provided by Article 1 hereof, no vacancy in the unclassified service shall be filled without the approval of the County Administrator or his designee, and no appointment to the unclassified service which has not first been approved by the County Administrator or designee shall be a valid appointment.

Section 8011 Intent in Filling Vacancies. It is the intent of the Board of County Commissioners that positions in the unclassified service be filled with individuals whose professional and personal fitness for those positions best comports with the requirements of the service, and who best reflect the management philosophy and values of the County Administrator, to the end that the County Administrator has the greatest possible discretion in building a cohesive professional team.

Section 8012 Recruitment for Candidates. Consistent with the requirements of law and policy, positions in the unclassified service may, but need not necessarily, be filled following open recruitment for candidates.

(a) Whenever a vacancy in the unclassified service is to be filled, the County Administrator shall determine, in his sole discretion, the need or desirability for conducting an open recruitment for candidates. If it is in the interest of the County to not conduct an open recruitment, the County Administrator shall identify such reasons and seek a waiver by a majority vote of the Board of County Commissioners.

ARTICLE 3. APPOINTMENTS TO UNCLASSIFIED POSITIONS

Section 8040 In General. The County Administrator shall appoint individuals to unclassified positions at the time and in the manner he deems appropriate, subject to the limitations of law and policy.

Specific Authority: Policy Implemented: 11/28/1995 History: New: 11/28/1995; Amended 9/17/2009

Section 8041 Appointments to Director or Department Head Positions. Consistent with relevant provisions of Florida Statutes, regular appointments by the County Administrator to Director or Department Head positions shall be submitted to the Board of County Commissioners for confirmation in open session as generally conducted annually in conjunction with the budget process.

- (a) Director or Department Head positions are those positions of senior executives who manage collections of functions and programs which the Board of County Commissioners which has given formal status as departments on the approved organization table of the County government.
- (b) Nothing in these rules shall prevent the County Administrator from filling a Director or Department Head position on a limited-term, acting or interim basis without confirmation by the Board of County Commissioners.

ARTICLE 4. CHANGES IN INCUMBENT STATUS

Section 8100 Changes Generally. Changes in the status of an incumbent in the unclassified service are governed by Chapter 3 of this Part.

CHAPTER 2 COMPENSATION PLAN ADMINISTRATION

Article 1In GeneralArticle 2Compensation PlanArticle 3Management BenefitsArticle 4Employee Performance EvaluationArticle 5Work Schedules and Overtime

ARTICLE 1. IN GENERAL

Section 8200 Purpose. This Chapter provides for a portion of the implementing rules and standards pertaining to the organization, maintenance, modification, and administration of the unclassified County service.

Specific Authority: Policy Implemented: 11/28/1995 History: New 11/28/1995 Section 8201 Purpose of Compensation Plan Program. The Compensation Plan is the formal system for compensating unclassified employees who serve at the pleasure of the County Administrator.

Section 8202 Relationship to Classification Plan. Together with the Classification Plan, the Compensation Plan provides the structure within which unclassified employees discharge their respective duties and are compensated for their service.

Section 8203 Administration of the Compensation Plan Program. The County Administrator shall be responsible for the efficient and orderly administration of the Compensation Plan, and is authorized to promulgate such administrative procedures as may be necessary and convenient to the full discharge of that responsibility.

Section 8204 Modification of Compensation Plan. When necessary or appropriate, the County Administrator shall cause the Compensation Plan to be examined for the purposes of ensuring its continued external competitiveness. On the basis of conclusion reached through this examination, the County Administrator shall make such modifications in the Compensation Plan as, in his judgment are warranted.

ARTICLE 2. COMPENSATION PLAN

Section 8225 Compensation Plan. The compensation plan is designed as a fair and equitable method for payment of employees in the unclassified service of the County.

Section 8226 Establishment of the Compensation Plan. There is hereby established a compensation plan for all unclassified positions in the County. The Plan shall be comprised of two categories: (1) Senior Executive Service; and (2) Professional, Technical, and Confidential Service.

Specific Authority:

Policy Implemented: 05/01/2003 (Amendment) History: New: 11/28/1995; Amended 07/24/2003; Amended 3/26/2007; Amended 9/17/2009

Section 8227 Senior Executive Service The Senior Executive Service shall include positions of all unclassified management staff and specialized aides and advisors who serve at the pleasure of the County Administrator, as those positions designed from time-to-time by the County Administrator. Senior Executive Service may also include the Deputy County Attorney, Chief Litigation Attorney and the Assistant County Attorneys.

- (a) Unless otherwise not eligible, all executive, Director or Department Head and division manager positions are a part of the Senior Executive Service, as are specialized staff aides and assistants so designated by the County Administrator.
- (b) The Human Resources Department shall prepare and at all times maintain a list of all positions assigned to the Senior Executive Service, which list shall be available for inspection during normal business hours in the Office of the Human Resources Department.
- (c) The County Administrator shall set the salaries of every incumbent and position assigned to the Senior Executive Service, both on initial appointment and thereafter as performance warrants.
- (d) Salaries of individual positions and incumbents of all unclassified Senior Executive Service positions of the Office of the County Attorney shall be set by the County Attorney at both the initial appointment and thereafter as performance warrants.

Specific Authority:

Policy Implemented: 05/01/03 (Amendment) History: New: 11/28/1995; Amended 07/24/2003; Amended 3/26/2007; Amended 7/9/2009; Amended 9/17/2009

Section 8228 Professional, Technical and Confidential Service. The Professional, Technical and Confidential Service for the Board of County Commissioners consists of all those unclassified positions of whatever nature or function which the County Administrator has not designated to be part of the Senior Executive Service or under the Board of County Commissioners Classification System.

- (a) All non-lawyer positions assigned to the Office of the County Attorney shall be unclassified positions included in the Professional, Technical and Confidential Service unless otherwise designated by the County Attorney.
- (b) Except as provided in Paragraphs (1) and (2) of this subsection (b), the County Administrator shall set the salaries of individual positions and incumbents in the Professional, Technical and Confidential Service, both on initial

appointment and thereafter as performance warrants. The Human Resources Department will maintain a list of all positions under the PTC category.

- (1) Salaries of individual positions and incumbents of all unclassified positions of the Office of County Attorney shall be set by the County Attorney, both on initial appointment and thereafter as performance warrants.
- (2) Salaries of individual Commissioner Aides shall be set by their respective Commissioners, subject to such limitations as the Board of County Commissioners may establish from time-to-time for such positions.

Section 8229 Salary Differentials. No unclassified employee subject to this Part shall be entitled to any differential or premium in his rate of compensation for longevity or any other purpose after the adoption of this Chapter.

- (a) Any unclassified employee whose salary at the time of the adoption of this Chapter includes a salary differential or premium of any sort shall have his salary adjusted to incorporate the differential or premium, and such differential or premium will thereafter cease.
- (b) Employees who enter the unclassified service will have longevity pay, if any, incorporated into their base salary.

Section 8230 Optional Employment Contracts. At his or her option, the County Administrator may negotiate agreements with prospective and/or current incumbents in the unclassified service, setting forth the wages, hours, and other terms and conditions of employment.

- (a) Agreements under this Section shall not otherwise be inconsistent with the provisions of this Part.
- (b) Agreements under this Section shall be executed on behalf of the County by the County Administrator.
- (c) Periodically, but not less often than once each year, the County Administrator shall report to the Board of County Commissioners the existence of such agreements.

ARTICLE 3. MANAGEMENT BENEFITS

Specific Authority: Policy Implemented: 05/01/03 (Amendment) History: New: 11/28/1995; Amended 07/24/2003

Section 8250 Intent. In consideration of the special demands made on incumbents in the unclassified service, and the expectations attendant to that service, incumbents in the unclassified service shall be entitled to the additional benefit as more fully described in this Article.

Specific Authority:

Policy Implemented: 05/01/03 (Amendment); 10/01/2006 (Amendment) History: New: 11/28/1995; Amended 07/24/2003; Amended 9/21/2006; Amended 9/17/2009

Section 8251 Executive Leave, Recruitment Incentive, Additional ELB Leave. In addition to any other form of leave or excused absence, currently afforded classified employees, each employee in the SES unclassified service as of April 1 shall, at the beginning of the fiscal year, receive 60 hours of executive leave with the option to carry over from year to year up to a cap of 480 hours of executive leave. Employees in the PTC unclassified service shall, at the beginning of the fiscal year, receive 40 hours of executive leave with the option to carry over from year to year up to 250 hours of executive leave. The manner in which such leave may be taken shall be set forth in accordance with the procedures adopted by the Board of County Commissioners and set forth in the Escambia County Employees Handbook and by the Escambia County PTO Policy. At the employee's option, up to forty (40) hours of executive leave remaining at the end of any fiscal year may be compensated by lump sum cash payment at the employee's current pay rate, contingent upon availability of funds. As a recruitment incentive for SES positions that may be hard to fill, and/or attract candidates with superior qualifications, incoming personnel may receive, on a one-time basis, up to 40 hours of PTO and/or 40 hours of ELB. This will be based upon recommendation by the Human Resources Director and approval by the County Administrator.

ARTICLE 4. EMPLOYEE PERFORMANCE EVALUATION

Section 8300 Performance Evaluation Required. Periodically, but not less often that annually, each employee shall receive a written evaluation of the performance of his official duties prepared by his immediate supervisor.

Section 8301 Evaluation Criteria Detailed. The County Administrator shall ensure that suitable measures of performance are established by which incumbents in the unclassified service may be relevantly and equitably evaluated.

Section 8302 Merit Salary Increases Dependent Upon. No employee in the unclassified service shall receive an increase in his salary compensation, which has not first been substantiated by written evaluation of his performance.

Section 8303 Review of Evaluation. Supervisors are encouraged to review written performance evaluations with individual employees to the end that the rating may be fully understood and serve the greatest constructive purpose.

Specific Authority: Policy Implemented: 11/28/1995 History: New: 11/28/1995; Amended 9/17/2009

Section 8304 Record Keeping. Copies of written performance evaluations shall be maintained at all times in the official personnel files of the Office of the Human Resources Division.

ARTICLE 5. WORK SCHEDULES AND OVERTIME.

Specific Authority: Policy Implemented: 11/28/1995 History: New: 11/28/1995; Amended 9/17/2009

Section 8320 No Fixed Schedules. Employees in the unclassified service do not have fixed work schedules, but shall be available at all reasonable times, considering the missions and operating hours of their respective bureaus, divisions, offices, sections, or work groups.

Section 8321 Fair Labor Standards Act Applies. Any unclassified employee whom the County Administrator designates "Non-Exempt" pursuant to applicable provisions of the federal *Fair Labor Standards Act* shall be excluded from this Article, and shall be assigned a work schedule governed by Title 6, Part 1 of this Code.

Section 8322 Overtime. Inasmuch as unclassified employees are salaried employees of the County and are expected to accomplish the County's mission at all reasonable times, no unclassified employee shall be entitled to overtime compensation in any form, whether by cash payment or by compensatory time off or by any other means, unless specifically approved by the Board of County Commissioners or required by law.

CHAPTER 3 CLASSIFICATION PLAN ADMINISTRATION

Article 1 The Classification Plan Generally Article 2 Changes in the Classification Plan

ARTICLE 1. THE CLASSIFICATION PLAN GENERALLY

Section 8400 Purpose. This Chapter provides for a portion of the implementing rules and standards pertaining to the organization, maintenance, modification, and administration of the unclassified County service.

Specific Authority: Policy Implemented: History: New 11/28/95

Section 8401 Purpose of Classification Plan. The Classification Plan provides a systematic arrangement and inventory of positions in the unclassified service.

Section 8402 Plan to be Liberally Construed. In order that the unclassified service meets its primary objective of supporting the mission of the County Administrator, it is the intent of the Board of County Commissioners that the classification plan for the unclassified service be administered in a manner which gives the County Administrator the widest possible latitude, consistent with law and policy.

Section 8403 Elements of. The classification plan comprises: 1) the list of positions in the unclassified service; and 2) the classification specifications describing the general duties, responsibilities, performance measures, and personal and professional qualifications which incumbents in the respective positions should possess for each such position.

Section 8404 Relationship to Compensation Plan. By describing essential job functions, duties, responsibilities, desirable qualifications, and internal relationships, the classification plan forms the basis for establishing and maintaining a Compensation plan which is internally equitable.

Part 3

Section 8405 Classification Specifications. Class specifications are descriptive and explanatory and are not necessarily inclusive of all duties performed. They are intended to indicate the types of duties and levels of responsibilities assigned to each position or group of like positions. The use of a particular specification as to duties, qualifications or other factors shall not be held to exclude other or similar kind or quality.

Section 8406 Official Copy of Classification Plan. The County Administrator shall prepare and at all times maintain the official classification plan which shall be available of inspection during normal business hours in the Office of the County Administrator.

ARTICLE 2. CHANGES IN THE CLASSIFICATION PLAN

Section 8450 Amendments to. As the needs of the unclassified service require, the County Administrator shall make such amendments to the official classification plan as, in his discretion, are necessary and convenient to the fulfillment of his duties and responsibilities.

(a) The same principles as govern its general purposes and original preparation shall apply also to amendments to the classification plan.

Specific Authority: Policy Implemented: 11/28/1995 History: New: 11/28/1995; Amended 9/17/2009

Section 8451 Changes in Incumbent Status. No incumbent in any unclassified position affected by amendment under this Article shall have any continuing right to his position, neither in the form it existed before nor after its modification, except the County Administrator appoints him to such position.

- (a) Any incumbent who occupies a position modified pursuant to this Article, and who the County Administrator does not appoint to the modified position, shall be deemed separated from the unclassified service.
- (b) The County Administrator may make such promotions, demotions, and reassignments, whether temporary or regular, of any incumbent in the unclassified service as, in his discretion, are necessary and convenient to the fulfillment of his duties and responsibilities and the needs of the service; provided, however, that regular reassignment to a Director or Department Head position requires confirmation by the Board of County Commissioners, given in the usual manner for appointments to such positions.
- (c) Agency administrators (Assistant County Administrators) shall act on behalf of the County Administrator in all actions pursuant to this Article affecting positions assigned to bureaus and functions in their respective Agencies.

CHAPTER 4 SEPARATION FROM UNCLASSIFIED SERVICE

Article 1 In General.

- Article 2 Senior Executive Service.
- Article 3 Professional, Technical and Confidential Services.
- Article 4 Office of the County Attorney.

ARTICLE 1. IN GENERAL

Section 8600 Purpose. This Chapter provides for a portion of the implementing rules and standards pertaining to the organization, maintenance, modification, and administration of the unclassified County service.

Specific Authority: Policy Implemented: History: New 11/28/95

Section 8601 Definitions.

- (a) "Day" means calendar day, unless otherwise clearly indicated.
- (b) "Separation" means resignation, retirement, discharge, or removal from an occupied position, or abolishment or deletion of appropriation for such occupied position in the unclassified service.

Section 8602 Nothing in this Chapter shall authorize or permit the Board of County Commissioners to suspend, discharge, or remove an employee in the unclassified service or seek the same action by alternative means.

ARTICLE 2. SENIOR EXECUTIVE SERVICE

Specific Authority: Policy Implemented: 05/01/03 (Amendment); 10/01/2006 (Amendment) History: New: 11/28/1995; Amended 07/24/2003; Amended 9/21/2006; Amended 9/17/2009

Section 8610 Notice of Resignation Required. No employee in the Senior Executive Service shall vacate or resign his or her position, except upon Ninety (90) days' advance written notice delivered to the Human Resources Director; and

- (a) Based on the recommendation of the Human Resources Director and approval of the County Administrator, a waiver may be given to all or part of the advance notification requirement on voluntary resignations, including resignations which are made by mutual agreement of the employer and employee.
- (b) Upon the expiration of the ninety (90) day period, or, if waived, upon the last day of employment, the employee shall be entitled to a lump sum payment calculated based on 100% of the current value of the total number of hours of unused PTO, up to but no more than 500 hours, and 50% of the current value of the total number of ELB hours, up to but no more than 2,080 hours. The employee shall also be entitled to executive leave as provided in Article 3 of chapter 2. No payment of credit will be provided for any ELB hours exceeding the 2,080-hour limit.

Section 8611 Notice of Suspension, Discharge, or Removal Required. No employee in the Senior Executive Service who is subject to suspension, discharge, or removal by the County Administrator shall be suspended, discharged, or removed except upon Ninety (90) days' prior written notice signed by the County Administrator and served upon such employee by personal delivery or mailed to the employee's home at the most recent address on file with the County; provided, however, that any such employee may be relieved of his duties at any time, pursuant to Section 8612 hereof.

Section 8612 Immediate Relief from Duty. Notwithstanding any provision of this Article to the contrary, the County Administrator may immediately relieve any suspended, discharged, or removed employee in the Senior Executive Service from his duties and responsibilities, provided notice of such action is included in the notice required by Section 8611.

Section 8613 Continuation of Compensation. Any employee in the Senior Executive Service who is relieved of his duties and responsibilities pursuant to Section 8612 shall continue to receive his salary and other employment-related compensation to which he would otherwise be entitled until the notice period required by Section 8611 has elapsed, unless the suspension, discharge, or removal is for a specified act of misfeasance, malfeasance, or commission of a felony, which act is expressly specified in the notice required pursuant to Section 8611.

Specific Authority:

Policy Implemented: 11/28/1995 History: New: 11/28/1995; Amended 9/17/2009

Section 8614 Vacancy So Created. Any action of the County Administrator to immediately relieve an employee in the Senior Executive Service of his duties and responsibilities pursuant to Section 8612 shall be deemed to create a vacancy in the position so affected.

- (a) In the case of suspended employees, the County Administrator may appoint a qualified person temporarily to carry out the duties and responsibilities of the vacant position during the period of suspension.
- (b) In the case of discharge or removal, a vacancy shall be deemed to have been created at the time the notice relieving the employee of his duties is delivered or mailed.

- (c) When a vacancy occurs in a Director or Department Head position, whether by discharge or removal, shall be filled only upon confirmation of the Board of County Commissioners, given in the usual manner for appointments to such positions.
- (d) Temporary appointments to Director or Department Head positions during the pendency of a suspension may be made by the County Administrator without Board confirmation.

Section 8615 Abolishment of Position or Deletion of Funding. Unless otherwise agreed by an affected incumbent, no occupied position in the Senior Executive Service shall be abolished, nor shall the funding for any such occupied position be deleted, nor appropriations therefore be removed from any County budget unless notice of such action is delivered or mailed to the incumbent so affected at least Ninety (90) days in advance of such action.

Specific Authority:

Policy Implemented: 05/01/03 (Amendment); 10/01/2006 (Amendment) History: New: 11/28/1995; Amended 07/24/2003; Amended 9/21/2006; Amendment 9/17/2009

Section 8616 Payment of Certain Benefits on Separation.

- (a) Any employee in the Senior Executive Service or Professional, Technical and Confidential Service who is removed or discharged by the County Administrator, except if removal or discharge is for misfeasance, malfeasance or commission of a felony pursuant to Section 8613, shall receive a lump-sum payment for accumulated earned leave as herein provided.
 - (1) Compensated PTO shall be calculated based on 100% of the current value of the total number of hours of unused PTO, up to but no more than 500 hours.
 - (2) Compensated ELB shall be calculated based on 50% of the current value of the total number of ELB hours, up to but no more than 2,080 hours. Employees will not be eligible to receive a lump sum payment for ELB if involuntarily separated or for not giving proper notice in accordance with the provisions of the Escambia County PTO Policy.
 - (3) Compensated executive leave shall not exceed four hundred eighty (480) hours.
- (b) In addition to payment for accumulated benefits of subsection (a) hereof, an employee may receive a severance benefit equal to his or her salary and other employment related compensation equal to six weeks, if received by the Human Resources Director and approved by the County Administrator. This subsection shall not apply to voluntary resignation.

Specific Authority:

Policy Implemented: 10/01/2006 (Amendment) History: New: 11/28/1995; Amended 9/21/2006

Section 8617 Granting of Extra PTO. Any employee in the Senior Executive Service who receives a ninety (90) days' advance written notice of any action discharging or removing him or her from office, or abolishing his or her position or deleting the appropriation therefore, and who is not relieved of his or her duties pursuant to Section 8613, shall be given an additional five (5) days of PTO for the purpose of seeking other employment.

Section 8618 Grounds for Removal Need Not be Stated. Nothing in this Article shall be deemed to require that any notice hereunder specify the grounds for removal, discharge, suspension, abolishment of position, or deletion of appropriation, except to the extent required by Section 8613 to deprive an eligible employee of any salary or benefits otherwise payable.

ARTICLE 3. Professional, Technical, and Confidential Service

Specific Authority: Policy Implemented: 05/01/03 (Amendment) History: New: 11/28/1995; Amended 07/24/2003

Section 8650 Application. Except as otherwise provided in this Section and by Article 4 of this chapter, all relevant sections of Article 2 of this Chapter shall apply also to positions and incumbents in the Professional, Technical, and Confidential Service.

- (a) Where ever the words "Ninety (90) days" appear in Article 2, substitute therefore the words "Thirty (30) days."
- (b) Where ever the SESs are being compensated for executive leave substitute "480 hours" with "250 hours" for PTC.
- (c) For positions of Commissioner Aide, the respective members of the Board of County Commissioners shall have all of the duties which Article 2 of this Chapter generally confers upon the County Administrator, and the County Administrator shall exercise none of those duties.

ARTICLE 4. OFFICE OF THE COUNTY ATTORNEY

Specific Authority: Policy Implemented: 11/28/1995 History: New: 11/28/1995; Amended 9/17/2009

Section 8700 Application. All pertinent sections of Article 2 of this Chapter shall apply also to unclassified positions in the Office of the County Attorney; provided, however, that for all such positions, the County Attorney shall have all of the duties, which Article 2 generally confers upon the County Administrator, and the County Administrator shall exercise none of those duties.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8908	County Attorney's Report 13. 2.
BCC Regular M	eeting Action
Meeting Date:	09/24/2015
Issue:	Authorize the Scheduling of a Public Hearing to consider amending Chapter 94, Section 94-103 of the Escambia County Code of Ordinances
From:	Kerra Smith, Assistant County Attorney
Organization: CAO Approval:	County Attorney's Office

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing on October 8, 2015 at 5:31 p.m. to consider amending Chapter 94, Section 94-103 of the Escambia County Code of Ordinances.

That the Board authorize the scheduling of a Public Hearing for October 8, 2015 at 5:31 p.m. to consider an ordinance amending Chapter 94, Article II, Division 4, Section 94-103 of the Escambia County Code of Ordinances relating to Civil Penalties for County Parking Ticket Violations.

BACKGROUND:

Section 94-103 of the Code of Ordinances currently requires that County parking violations be paid within seven days of the issuance of the parking ticket unless a hearing is requested before the traffic infraction hearing officer. The Escambia County Sheriff's Office and the Clerk of the Court have expressed that more time is needed to ensure that the citations can be processed and transmitted to the Clerk of the Court before payment becomes due. These agencies have requested that the deadline to pay parking tickets be extended to thirty days.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Assistant County Attorney, Kerra A. Smith and will advertise in the Saturday, September 26, 2015 edition of the *Pensacola News Journal*.

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. This ordinance was prepared in coordination with the Escambia County Sheriff's Office and the Escambia County Clerk of Court. A copy of the ordinance will be provided to both of these agencies.

Ordinance

Attachments

1	ORDINANCE NO. 2015
2 3 4 5 6 7 8 9 10	AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING CHAPTER 94, ARTICLE II, DIVISION 4, SECTION 94-103 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO CIVIL PENALTIES FOR COUNTY PARKING TICKET VIOLATIONS; PROVIDING FOR ADDITIONAL TIME TO PAY PARKING TICKET VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.
10 11 12 13 14	WHEREAS, the Board of County Commissioners has enacted Chapter 94 of the Escambia County Code of Ordinances governing traffic and vehicles in Escambia County and providing for civil penalties for violations of said chapter; and
15 16 17	WHEREAS, Section 94-103 currently requires that a parking ticket be paid within seven (7) days of issuance of the ticket, unless a hearing is requested before the County Court; and
18 19 20 21	WHEREAS, the Board of County Commissioners finds that additional time is needed to allow law enforcement and the Clerk of the Court a sufficient opportunity to process the parking citations before the civil penalty becomes due for payment, and
22 23 24 25	WHERAS, the Board of County Commissioners further finds that an extension of time is also in the best interest of the citizens of the County;
26 27 28	NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:
29 30	SECTION 1. Chapter 94, Article II, Division 4, Section 94-103 of the Code of Ordinances of Escambia County, Florida is hereby amended to read as follows:
31 32	Sec. 94-103. Civil Penalty; Liability for Payment.
33 34 35 36 37 38 39 40 41 42 43 44 45 46	A civil penalty of \$150.00 shall be assessed for violating the handicapped parking statute; \$35.00 for parking in a fire lane; \$32.00 for violating section 94-98 or section 94-99. Civil penalties shall be assessed for other violations of this division as provided by law. Such penalty shall be paid within seven <u>thirty</u> days of the issuance of the parking ticket identifying the violation unless a hearing is requested before the Traffic Infractions Hearing Officer. Liability for the payment of such parking ticket violations under the provisions of this division shall be directed in F.S. §316.1967. In those instances where nonpayment of the fine and failure to otherwise respond to the ticket necessitates referral of the ticket for action by the Traffic Infractions Hearing Officer as described in F.S. §316.1967(2), the individual responsible for payment of the parking ticket shall also be liable for payment of any costs incurred by the clerk of the circuit court in providing notice of the ticket to the registered owner of the offending vehicle.

1 SECTION 2. Severability.

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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.

8 It is the intention of the Board of County Commissioners that the provisions of 10 this ordinance shall become and be made a part of the Escambia County Code; and 11 that the sections of this Ordinance may be renumbered or relettered and the word 12 "ordinance" may be changed to "section", "article", or such other appropriate word or 13 phrase in order to accomplish such intentions.

SECTION 4. Effective Date. 15 16 This Ordinance shall become effective upon filing with the Department of State. 17 18 , 2015. DONE AND ENACTED this day of 19 20 21 BOARD OF COUNTY COMMISSIONERS 22 ESCAMBIA COUNTY, FLORIDA 23 24 25 26 By: Steven Barry, Chairman 27 28 PAM CHILDERS ATTEST: Clerk of the Circuit Court 29 30 31 32 By: Deputy Clerk 33 34 (SEAL) 35 36 37 38 39 40 ENACTED: 41 FILES WITH THE DEPARTMENT OF STATE: 42 43 EFFECTIVE DATE: 44



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8993	County Attorney's Report 13. 3.
BCC Regular M	eeting Action
Meeting Date:	09/24/2015
Issue:	Authorize the Scheduling of a Public Hearing to Consider Amending Chapter 10, Sections 10-3 and 10-13 of the Escambia County Code of Ordinances
From:	Meredith Crawford, Assistant County Attorney
Organization: CAO Approval:	County Attorney's Office

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing on Thursday, October 8, 2015 at 5:32 p.m. to Consider Amending Chapter 10, Article I, Section 10-3 of the Escambia County Code of Ordinances relating to Definitions, and Chapter 10, Article I, Section 10-13 of the Escambia County Code of Ordinances relating to Disposition of Animals.

That the Board authorize the Scheduling of a Public Hearing on Thursday, October 8, 2015 at 5:32 p.m. to Consider Amending Chapter 10, Article I, Section 10-3 of the Escambia County Code of Ordinances relating to Definitions, and Chapter 10, Article I, Section 10-13 of the Escambia County Code of Ordinances relating to Disposition of Animals.

BACKGROUND:

At its Committee of the Whole meeting on September 10, 2015, the Board directed Animal Services to schedule a public hearing to consider an ordinance that would amend the definition of animals, and the disposition of animals to revise the redemption of impounded animals.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The ordinance was drafted by Assistant County Attorney, Meredith D. Crawford and will advertise in the Saturday, September 26, 2015 edition of the *Pensacola News Journal*.

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.

Attachments

Draft Ordinance

1	ORDINANCE NUMBER 2015
2 3	AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING
4	VOLUME 1, CHAPTER 10, ARTICLE I, SECTION 10-3 OF THE
5	ESCAMBIA COUNTY CODE OF ORDINANCES DEFINITIONS
6	RELATING TO ANIMALS; AMENDING VOLUME 1, CHAPTER 10,
7	ARTICLE I, SECTION 10-13 RELATING TO DISPOSITION OF
8	ANIMALS TO REVISE THE REDEMPTION OF IMPOUNDED ANIMALS;
9	PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN
10 11	THE CODE; PROVIDING FOR AN EFFECTIVE DATE.
12	WHEREAS, pursuant to Chapter 125, Florida Statutes, the County is authorized
13	to establish regulations in the interest of the public health, safety and welfare to provide
14	protection for, regulate, and control animals in the County; and
15	
16	WHEREAS, the Board of County Commissioners finds that the County's
17	ordinances relating to animal control require amendment to promote the health, safety
18	and welfare of the public by providing protection for, regulation and control of animals in
19	the County; and
20	
21	WHEREAS, the Escambia County Animal Services Division has identified areas
22 23	where greater efficiencies may occur in the administration of animal services; and
23 24	WHEREAS, the Escambia County Animal Services Division desires to reduce
24 25	the length of impoundment for animals without indicia of ownership in order to reduce
26	overcrowding in the shelter and further reduce the risk of negative health impacts on the
27	animals that can arise from extended impoundment; and
28	
29	WHEREAS, the Board of County Commissioners further finds that the proposed
30	amendments to revise the redemption of impounded animals from the animal control
31	ordinance related to redemption of impounded animals serves an important public
32	purpose.
33	NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY
34 35	NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:
36	COMMISSIONERS OF ESCAMBIA COUNTY, FEORIDA.
37	Section 1. That Volume 1, Chapter 10, Article I, Section 10-3 of the Escambia County
38	Code of Ordinances is hereby amended to read as follows (words underlined are
39	additions and words stricken are deletions):
40	
41	The following words, terms and phrases when used in this chapter, shall have
42	the meanings ascribed to them in this section, except where the context clearly
43	indicates a different meaning:
44	
45	Abandon means to forsake an animal entirely or to neglect or refuse to provide or
46	perform the legal obligations for care and support of an animal by its owner.

47 *Animal* means every living dumb creature.

Animal control authority means an entity acting alone or in concert with other local governmental units and authorized by them to enforce the animal control laws of the city, county, or state. In those areas not served by an animal control authority, the sheriff shall carry out the duties of the animal control authority under this chapter.

52 *Animal control officer* means any person duly employed or appointed who is 53 authorized to investigate, on public or private property, and to issue citations as 54 provided in this chapter. An animal control officer is not authorized to bear arms or 55 make arrests.

56 *Animal enclosure* means any pet store, pet shop, animal shelter, kennel, animal 57 rescue organization facility, sty, barnyard, impoundment area or other area where 58 animals are housed and kept, whether for retail, breeding purposes or as household 59 pets.

Animal rescue organization means a humane society or other nonprofit
 organization that is: dedicated to the protection of animals; duly registered with the
 Florida Department of State and the Florida Department of Agriculture and Consumer
 Services; and properly organized as a charitable organization under § 501(c)(3) of the
 Internal Revenue Code.

- 65 *Animal shelter* means the offices of the animal control officer where an 66 impoundment area for animals is provided.
- 67 *Barnyard animals* means all animals of the equine, bovine or swine class and 68 includes goats, sheep, mules, horses, hogs or cattle and domesticated poultry.
- 69 *County commissioners* means the board of county commissioners of the county.
- 70 *Cruelty* means any omission, or act of neglect, torture or torment that causes 71 unjustifiable pain or suffering of an animal.
- *Dangerous or vicious animal* means any animal that according to the records of the appropriate authority:
- (1) Has aggressively bitten, attacked, or endangered or has inflicted severe injury
 on a human being on public or private property;
- (2) Has, more than once, severely injured or killed a domestic animal while off
 the owner's property; or
- (3) Has, when unprovoked, chased or approached a person upon the streets,
 sidewalks, or any public grounds in a menacing fashion or apparent attitude
 of attack, provided that such actions are attested to in a sworn statement by
 one or more persons and dutifully investigated by the appropriate authority.
 - 2

Direct control means immediate, continuous physical control of an animal at all times such as by means of a fence, leash, cord, or chain of such strength to restrain the same. In the case of specifically trained or hunting animals which immediately respond to such commands, direct control shall also include aural and/or oral control, if the controlling person is at all times clearly and fully within unobstructed sight and hearing of the animal.

Harbor(ing) means any person or entity that provides care, shelter, protection,
 refuge, and/or nourishment to an animal.

Hobby breeder means any person who owns or breeds purebred dogs or pedigreed
 cats primarily for personal recreational use. Personal recreational use may include
 participation in recognized conformation shows, hunting, field or obedience trials,
 racing, specialized hunting, working or water trials, and may include improving the
 physical soundness, temperament, and conformation of a given breed to standard or for
 the purpose of guarding or protecting the owner's property.

97 *Impounding officer* means the county administrator or his designee.

Livestock means all domestic animals kept for use on a farm or raised for sale andprofit.

100 *Livestock officer* means the sheriff or his designee.

101 *Owner* means any person, firm, corporation or organization possessing, harboring, 102 keeping, or having control or custody of an animal, whether temporary or permanent, or 103 if the animal is owned by a person under the age of 18, that person's parent or 104 guardian.

105 *Operational day* means any calendar day excluding Sundays and county holidays. 106

Pet shop means any place or premises at which the primary purpose is the keeping
 of pet animals, exclusive of those animals regulated and controlled by the state
 freshwater fish and game commission, for retail or wholesale purchase.

Proper enclosure of a dangerous dog means, while on the owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping together with visible signage warning persons of the pressure presence of a "bad dog." Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure, and shall also provide protection from the elements.

117 *Public road* means any street, sidewalk, alley, highway, or other way open to travel 118 by the public including rights-of-way, bridges and tunnels.

- 119 *Residential area* means any area in the county where two or more dwellings or 120 houses are within 50 feet or less of each other.
- 121 *Severe injury* means any physical injury that results in broken bones, multiple bites, 122 or disfiguring lacerations requiring sutures or reconstructive surgery.
- Shelter means provision of, and unlimited access to, a three-dimensional structure
 having a roof, walls and a floor, which is dry, sanitary, clean and weatherproof and
 made of durable material. At a minimum the structure must be:
- (1) Sufficient in size to allow the animal to stand up, turn around, lie down andstretch comfortably;
- (2) Designed to protect the animal from the adverse effects of the elements and
 provide access to shade from direct sunlight and regress from exposure to
 inclement weather conditions;
- 131 (3) Free of standing water, accumulated waste and debris;
- 132 (4) Provide adequate ventilation; and
- (5) Provide a solid surface flooring area, resting platform, pad, mat, or similar
 provision of adequate size for the animal to lie upon in a comfortable manner.
- 135
- 136 *Stable* means those premises at which horses or equines are kept commercially for 137 boarding, riding, breeding, training, or resale purposes.
- Sterilization means dogs and cats rendered permanently incapable of reproduction
 by surgical alteration, implantation of a device, or other physical means, or permanently
 incapable of reproduction because of physiological sterility, but only where the neutered
 or spayed condition has been certified by a veterinarian licensed in any state.
- *Tether* means to restrain an animal by tying the animal to any stationary object or
 structure, including, but not limited to, a house, tree, fence, post, garage or shed, by any
 means, including, but not limited to, a chain, rope, cord, leash or pulley/running line, but
 shall not include the use of a leash when walking an animal.
- *Unaltered animal* means a dog or cat which has not been neutered, spayed or isotherwise not sterilized.
- Unprovoked means that the victim who has been conducting himself or herself
 peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by
 a dog.
- 151 *Wild animal* means any living member of the kingdom Animalia, including those 152 born or raised in captivity, except the following:
- 153 (1) The species Homo sapiens (human beings).
- (2) The species Canis familiaris (domestic dogs, including hybrids with wolves, coyotes, or jackals).

- (3) The species Felis catus (domestic cats, excluding hybrids with ocelots or 156 margays). 157 158 (4) The species Equus caballus (domestic horses). (5) The species Equus asinus (asses/donkeys). 159 (6) The species Bos taurus (cattle). 160 (7) The subspecies Ovis ammon aries (sheep). 161 (8) The species Capra hircus (goats). 162 (9) The subspecies Sus scrofa domestica (swine). 163 (10) Domesticated races of the species Gallus gallus or Meleagris gallopavo 164 (poultry). 165 (11) Domesticated races of the species Mesocricetus auratus (golden hamsters). 166 (12) Domesticated races of the subspecies Cavia aperea procellus (guinea pigs). 167 (13) Domesticated races of rats or mice (white or albino, trained, laboratory-168 reared). 169 (14) Domesticated races of the species Oryctolagus cuniculus (rabbits). 170 (15) All captive-bred members of the species of the families Psittacidae (parrots. 171 parakeets), Anatidae (ducks), Fringillidae (finches), and Columbidae (doves 172 and pigeons). 173 (16) All captive-bred members of the species Serinius canaria of the class Aves 174 175 (canaries). (17) Domesticated races of the species Carassius auratus (goldfish). 176 (18) Captive-bred members of the superorder Teleostei of the class Osteichthyes 177 (common aquarium fish). 178 179 That Volume 1, Chapter 10, Article I, Section 10-13 of the Escambia Section 2. 180 County Code of Ordinances is hereby amended to read as follows (words underlined 181 are additions and words stricken are deletions): 182 183 Generally. Animals which are picked up, caught or procured because of a 184 (a) violation of this chapter shall be impounded in the county animal shelter. An animal 185 suspected or displaying symptoms of rabies shall be guarantined for the required period 186 187 and animals having infectious or contagious diseases shall be segregated from other animals. It is unlawful for an animal control officer to dispose of animals by destroying 188 them unless such animals are put to death in a humane manner. 189 190 (b) Redemption of impounded animals. The Director of Animal Services or his designee may transfer ownership or 191 (1) custody to a humane agency, determine suitability for adoption, or destroy in a humane 192 manner any animal impounded pursuant this Chapter where: 193 a. An owner cannot be identified; 194
 - 5

195		b. An owner relinguishes ownership of the animal;
196		c. An owner is identified, but cannot be notified;
107		d. An owner is notified, but by statements, estimate, or follows to get the
197		d. An owner is notified, but by statements, actions, or failure to act, the owner indicates an intent to abandon the animal;
198		owner indicates an intent to abandon the animal,
199		e. An owner does not claim the animal within the applicable period of time
200		specified in subsection (2) below; or
201		f. A county court or presiding legal authority adjudges an animal to
202		constitute a nuisance under this Chapter or any other law and orders
203		seizure of an animal.
204	(2)	Upon compliance with the following provisions, the Animal Services
205	Division sha	Il be deemed to have complied fully with due process of law, and the owner
206		entitled to compensation for loss of the animal.
207		a. Any dog or cat not exhibiting any form of identification or other indicia of
208		ownership shall be held a minimum of three (3) operational days,
209		excluding day of impoundment, after which the Animal Services Division
210		may transfer ownership or custody to a humane agency or make the
211		animal available for adoption.
212		b. A dog or cat shall be held a minimum of five (5) operational days,
213		excluding day of impoundment, after which the Animal Services Division
214		may transfer ownership or custody to a humane agency, determine
215		suitability for adoption, or destroy in a humane manner.
216		c. A dog or cat that is determined by the Animal Services Division to
217		require destruction in a humane manner, due to a failed medical or
218		behavioral evaluation, shall be held a minimum of five (5) operational
219		days, excluding day of impoundment, prior to humane destruction.
220		d. When a potential owner has been identified, Animal Services Division
221		staff shall give written notification informing the owner of the impoundment
222		by first class United States Mail. Notice by mail shall be completed prior to
223		the end of the next operational day, excluding Sundays and county
224		holidays, following the impoundment. The depositing of a letter of
225		notification in the United States mail shall constitute notification. An animal
226		whose alleged owner has been mailed a letter will be held for ten (10)
227		operational days, excluding the date of impoundment, following the date
228		the letter was mailed.

e. Notwithstanding the aforesaid impoundment periods, upon certification
 by a veterinarian, the Animal Services Division may humanely euthanize
 an animal to prevent needless pain and suffering or to prevent the spread
 of disease.

(1) If any animal is impounded and such animal is not redeemed within five 233 consecutive business days of impoundment of such animal excluding the day of 234 235 impoundment, the animal control officer, without notice to the owner of such animal, if any, may dispose of the animal. However, if the owner of the animal is known to, or can 236 237 be identified by, the animal control officer by reason of some marking or collar attachment on the animal, the animal control officer shall notify the owner of the fact that 238 239 his animal has been impounded and that he may redeem his animal within five business days of notification. The final day of the five-day period shall only occur on a day in 240 241 which the facility in which the animal is impounded is open for normal operating

242 activities. The animal control officer shall give notification by first class United States

243 mail within 24 hours after impoundment. The depositing of a letter of notification in the

244 United States mail shall constitute notification.

(23) The owner or owner's agent shall be entitled to resume possession of any impounded animal upon compliance, if applicable, of the licensing provisions in this chapter and the payment of impoundment fees, service fees, and board fees established pursuant to this chapter. Proof of ownership shall be established by way of a license and rabies vaccination certificate, bill of sale, photograph, affidavits from neighbors, or other reliable documentary evidence. The animal regulation services division may also require a sworn statement of ownership.

(34) These provisions requiring notice and redemption shall not apply in those
 circumstances where the animal has been impounded because of animal cruelty. No
 animal suspected of rabies shall be released before the expiration of the required
 quarantine period.

(5) The Animal Services Division shall participate in adoption programs and
 may cooperate with breed rescue programs, foster groups, and other humane animal
 associations to promote responsible pet ownership and goodwill in the community.

(c) Failure to claim. In the event the owner of any animal impounded under any
 section of this chapter fails to reclaim it within the appropriate five-day period the animal
 control officer may make such disposition of the animal as is in the public interest.

(1) It is lawful for the animal control officer to release suitable, unclaimed
 animals to new owners on payment of required fees and provided that any animal, so
 released, is vaccinated and licensed as required by section 10-8. New owners shall
 enter into a written agreement with the county animal shelter guaranteeing that the

266 animal will be sterilized within 30 days of the release to the new owner or upon the 267 animal's sexual maturity.

(2) In the event an owner of an unaltered animal impounded for the third time
(recurring impoundment) wishes to reclaim it within the appropriate time, animal control
shall require the owner to spay or neuter such animal as a condition of reclaiming it,
unless a veterinarian certifies to animal control that the animal should not be spayed or
neutered due to the health or a condition of the animal.

273 (3) It shall be a violation of this chapter for any new owner who has entered 274 into such an agreement, not to have the animal sterilized as required by this section.

Diseased or injured animals. In the event any animal is impounded because of 275 (d) any infectious or contagious disease or injury, the animal control officer shall have full 276 and complete authority to procure the services of a trained veterinary surgeon, in order 277 278 to treat such disease or injury, if in the opinion of such persons it can be successfully 279 treated. Further, in the event the veterinarian and such animal control officer is of the opinion that the health and safety of the citizenry of county would be jeopardized by the 280 continued existence of such infected animal or injured animal, then such animal may be 281 282 destroyed and the remains disposed of without compensation being paid to the owner.

283 (e) Disposition of animal remains.

(1) Any animal as defined in this chapter killed or found dead on publicproperty, shall be disposed of by the animal control officer.

(2) Any person may, on his own real property, bury or dispose of any dead
 animal; provided such person places not less than three feet of earth over the carcass
 of the animal.

(3) The owner of any dead animal may request the animal control officer to
 pick up and dispose of such animal. The animal control officer shall charge and collect
 from the owner, for the disposition of such dead animal, a fee established pursuant to
 this chapter.

293 Section 3. Severability.

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

297

298 <u>Section 4.</u> Inclusion in the Code.

It is the intention of the Board of County Commissioners that the provisions of
 this ordinance shall become and be made a part of the Escambia County Code; and
 that the sections of this Ordinance may be renumbered or relettered and the word

302 "ordinance" may be changed to "section", "article", or such other appropriate word or303 phrase in order to accomplish such intentions.

304 305 306	<u>Section 5.</u> Effective Date. This Ordinance shall become eff	ective upon filing with the Department	of State.
307	DONE AND ENACTED this	day of,	2015.
308			
309		BOARD OF COUNTY COMMISS	IONERS
310		ESCAMBIA COUNTY, FLORIDA	
311			
312			
313			
314			
315		Steven Barry, Chairman	
316	ATTEST: PAM CHILDERS		
317	Clerk to the Circuit Court		
318			
319			
320	BY:	—	
321 322	Deputy Clerk		
322	(SEAL)		
323 324	(SEAE)		
325			
326	Enacted:		
327			
328	Filed with Department of State:		
329			
330	Effective:		



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9016	County Attorney's Report 13. 4.
BCC Regular M	eeting Action
Meeting Date:	09/24/2015
Issue:	Scheduling An Attorney-Client Session on October 8, 2015 at 4:00 p.m.
From:	Charles Peppler, Deputy County Attorney
Organization:	County Attorney's Office
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Scheduling an Attorney-Client Session on October 8, 2015 at 4:00 p.m. to Discuss Pending Litigation in the case of Kenneth Eugene Simmons vs. Escambia County - Case No. 2014 CA 000219.

That the Board take the following action:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.01(8), Fla. Stat. for October 8, 2015 at 4:00 p.m.; and

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

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorney to discuss pending litigation in the case of *Kenneth Eugene Simmons vs. Escambia County,* in accordance with Section 286.01(8), Fla. Stat. Such attorney-client session will be held on Thursday, October 8, 2015 at 4:00 p.m., in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson B. Robertson, Douglas B. Underhill, Lumon J. May, Grover C. Robinson, IV, and Steven Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Attorney representing Escambia County Charles V. Peppler and a certified court reporter will attend the attorney-client session.

BACKGROUND:

To be provided to the Board at the attorney-client session.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This meeting will be advertised in the Saturday, September 26, 2015 edition of the *Pensacola News Journal*.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9039	County Attorney's Report	13. 5.		
BCC Regular M	eeting	Action		
Meeting Date:	09/24/2015			
Issue: Interlocal Agreement with the SRIA relating to the transfer of pub works and public safety functions on Santa Rosa Island				
From:	From: Alison Rogers, County Attorney			
Organization: CAO Approval:	County Attorney's Office			

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority relating to the transfer of public works and public safety functions on Santa Rosa Island.

That the Board take the following action regarding the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority:

A. Approve the Interlocal Agreement with the Santa Rosa Island Authority for the transfer of all responsibilities and obligations relating to public works and public safety functions on Santa Rosa Island from the SRIA to the County;

B. Authorize the Chairman to execute the Interlocal Agreement.

BACKGROUND:

Pursuant to the Board's prior discussion during the Committee of the Whole meeting held on September 10, 2015, this Interlocal Agreement will provide for the orderly transfer of public works and public safety functions on Santa Rosa Island from the SRIA to the County, to include the transfer of all duties, personnel, facilities, personal property, and related contractual obligations.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2015/2016 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin D. Hual drafted the Interlocal Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of all Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

Attachments

Interlocal

STATE OF FLORIDA COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY

THIS AGREEMENT is made this _____ day of _____, 2015, by and between the County of Escambia, a political subdivision of the State of Florida, (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

WITNESSETH:

WHEREAS, the County and the SRIA have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the County and the SRIA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the SRIA has approved a transfer of all the monetary, operational and administrative responsibilities and obligations of the SRIA public works and public safety departments and functions on Santa Rosa Island effective on October 1, 2015; and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement to provide the basis for the orderly transfer of all responsibilities and obligations for the SRIA public works and public safety departments and functions on Santa Rosa Island from the SRIA to the County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

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

Section 2. <u>Purpose of Agreement</u>. Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the parties will cooperatively transfer all the responsibilities and obligations for the SRIA public works and public safety departments and functions on Santa Rosa Island from the SRIA to the County.

Section 3. <u>Responsibilities of Parties</u>.

3.1 Transfer of Public Works and Public Safety Functions.

Effective October 1, 2015, at 12:01 a.m. (the "Commencement Date"), the County shall assume all the monetary, operational and administrative responsibilities and obligations for the SRIA public works and public safety departments and functions on Santa Rosa Island and for all SRIA public works and public safety employees to be transferred from the employment of SRIA to the employment of the County pursuant to this Agreement. SRIA public works and public safety departments and functions shall include, but, not be limited to, maintenance of County roadways, right of way clearing, transportation and stormwater management, public facilities and property maintenance, lifeguard services, emergency medical services, emergency management, and fire rescue services. Unless otherwise agreed to in an amendment to this Agreement or in a separate agreement, SRIA shall not be responsible for providing the aforementioned services for Santa Rosa Island on or after the Commencement Date.

On and after the Commencement Date, the County shall be responsible for funding all expenses associated with the provision of the SRIA public works and public safety departments and functions on Santa Rosa Island as approved in the annual budget adopted by the Escambia County Board of County Commissioners. For the purpose of this Agreement, "Operational Expenses" shall include all employee wages for public works and public safety personnel, applicable insurance costs, utilities, and all other costs incident to the provision of public works and public safety on Santa Rosa Island.

The County agrees to work cooperatively with SRIA to provide public safety and public works review, input, and support as well as post-event cleanup for all SRIA sponsored events and such other events as may be mutually agreed to by the parties.

On or before the Commencement Date, SRIA agrees to make a one-time transfer of \$50,000.00 ("One-Time Payment") to the County for the maintenance of Morgan Park located at 462 Pensacola Beach Boulevard. After the One-Time Payment to the County, the SRIA shall have no further obligation to transfer funding for the maintenance of Morgan Park.

Within thirty (30) days after the Commencement Date, SRIA agrees to remit to County payments received from the United States Department of the Interior National Park Service, Gulf Islands National Seashore pursuant to the Cooperative Agreement (P15AC00265) for Lifeguard Management within the Florida District of Gulf Islands National Seashore for lifeguard services provided pursuant to the agreement from September 26-30, 2015.

3.2 Transfer of Public Works and Public Safety Personnel.

Effective September 26, 2015, all public safety and public works employees of the SRIA, as defined herein, who accept offers of County employment, shall become

County employees, and the County shall take full responsibility for all labor and employment matters for all such employees.

For the purpose of this Agreement, an employee of the SRIA shall be deemed to be an employee of the County on September 26, 2015, when the employee accepts the County's offer of employment and submits all documentation as required by federal law, state law, and the County's internal policies and procedures. The parties agree that the employees transferred hereunder are not intended as third-party beneficiaries under this Agreement.

Notwithstanding any employee's acceptance of an employment offer pursuant to this Agreement, the SRIA shall pay, and remain liable for, any and all wages inclusive of overtime, salaries, and benefits for SRIA employees for time worked until 11:59 P.M. on September 30, 2015. On or before the Commencement Date, SRIA shall reimburse County for any and all wages inclusive of overtime, salaries, and benefits for transferred SRIA employees for time worked from 12:00 a.m. on September 26, 2015, until 11:59 P.M. on September 30, 2015. On or before the Commencement Date, SRIA shall also remit to County the cash equivalent for 100% of accrued annual leave (up to the maximum of 400 hours) and 50% for accrued sick leave (up to the maximum amount of 2,080 hours) for all employees transferred hereunder.

On and after the Commencement Date, the SRIA shall have no obligation, responsibility, or liability for any compensation or other benefits for the employees transferred to the County incurred on or after the Commencement Date; however, the SRIA shall remain liable for compensation or other benefits arising from events occurring prior to the Commencement Date, including any workers' compensation claims for compensable injuries, arbitration decisions regarding employee discipline and contract breaches, and any other conditions occurring prior to the Commencement Date. The SRIA shall also remain liable for any claim or cause of action brought by an employee based on her or his employment which accrues prior to the Commencement Date.

The SRIA shall remain liable for any Fair Labor Standards Act ("FLSA") compensatory time accrued or earned prior to the Commencement Date. The County shall hold the SRIA harmless for any loss occasioned by a claim for payment of leave by an SRIA employee that is filed on and after the Commencement Date, including, but not limited to, any claim for leave accrued and earned prior to the Commencement Date other than FLSA compensatory time. Employees transferred hereunder may retain any FLSA compensatory time accrued or earned prior to the Commencement Date for a period up to one year. Accrued compensatory time shall be exhausted or otherwise forfeited no later than September 30, 2016.

The SRIA shall be responsible for all required contributions and payments required by the Florida Retirement System for any SRIA employees who retire on a date effective prior to the Commencement Date ("Retirees"). Retirees shall remain covered under the SRIA's health insurance policies. The County shall be responsible for all required contributions and payments required by the Florida Retirement System for any SRIA employees who retire on a date effective on or after the Commencement Date.

Unless otherwise authorized by the County Administrator, on or before September 26, 2015, the County shall replace all employee badges, insignias, logos, patches, or other forms of identifications belonging to the SRIA with a County-issued replacement identifying the employee as an employee of the County. All of the SRIA's badges, insignias, logos, patches or other forms of identification shall be returned to the SRIA if practical to do so.

The County shall be fully responsible for all administration of the employee transfer under this Section, including, but not limited to, the preparation and execution of all documents necessary to effect the transfers and all costs associated with effecting the transfers.

3.3 Transfer of SRIA Facilities.

On the Commencement Date, the County shall assume exclusive physical possession, ownership and control, and all responsibility for the maintenance, repair and/or replacement of the following SRIA Facilities on Santa Rosa Island:

- 25 Via Deluna—Maintenance Office, Bldg A, Bldg B, pole shed and flagpole
- 451 Via Deluna—Gazebo
- 911 Via Deluna—Exercise equipment, tennis court/fencing, basketball court/fencing, hockey rink, lights and track
- 3000 Via Deluna—Park East restrooms
- 462 Pensacola Beach Boulevard—Morgan Park
- 490 Pensacola Beach Boulevard—Picnic shelters, restrooms, boat ramp and parking lots
- 1 Casino Beach Boardwalk—Public Safety Building and flagpole
- 2 Casino Beach Boardwalk—Pavilion, seating, walkway, parking lot, flagpole, statue, and the water storage tank (beach ball water tank)
- 41 Fort Pickens Road—Gulfside Pier—guardrails, decking, planks, pilings
- 343 Fort Pickens Road—Fencing
- 1392 Fort Pickens Road—Park West pavilion and parking lots
- 1399 Fort Pickens Road— Park West boardwalk, picnic shelters, restrooms
- 400 Quietwater Beach Road—Amphitheater, boardwalk, beach front, public picnic areas, public restroom facilities, parking lot, dock/pier
- Flag poles along the causeway on Pensacola Beach Boulevard and on the Gulf Pier
- Siren Poles
- All trolley-stop shelters and benches
- All fencing along County Road 399
- All public parking lots, nodes, and port-o-lets, excluding the parking lot maintenance for properties and improvements retained by the SRIA and not otherwise listed in this Section

- All public parking lot lighting, including, but not limited to, the Casino Beach parking lot and the Casino Beach Boardwalk, excluding the parking lot lighting for properties and improvements retained by the SRIA and not otherwise listed in this Section
- All sand fencing along the Gulf of Mexico Beaches
- All dune walkovers and public access points
- All public beaches that are currently maintained by the SRIA on a regularly scheduled basis

("SRIA Facilities")

The County shall be responsible for issuing any authorizations, clearances, identifications, and necessary equipment thereto, for the purpose of gaining entry and access to SRIA Facilities. Unless otherwise authorized by the County Administrator, on or before the Commencement Date, the SRIA shall remove all SRIA insignias and logos from transferred SRIA Facilities on Santa Rosa Island.

Other than the removal of all SRIA insignias and logos from SRIA Facilities, the County shall be fully responsible for all administration of the SRIA Facilities transfer under this Section, including, but not limited to, the preparation and execution of all documents necessary to effect the transfers and all costs associated with effecting the transfers.

3.4 Transfer of Personal Property.

On and after the Commencement Date, the County shall assume care, custody, and control of all vehicles, large equipment, and miscellaneous personal property utilized for the provision of the SRIA public safety and public works departments and functions on Santa Rosa Island, including, but not limited to, items set forth in **Exhibit A**, attached hereto and incorporated herein ("Personal Property"). The County agrees to accept the Personal Property in "as is" condition on the Commencement Date and agrees to discharge the SRIA for any warranties or obligations accruing and associated with the Personal Property on or after the Commencement Date. On and after the Commencement Date, the County shall be solely responsible for insuring, maintaining, repairing and/or replacing Personal Property at its own expense. Unless otherwise authorized by the County Administrator, on or before the Commencement Date, the County agrees to remove all SRIA insignias and logos from said Personal Property.

On and after the Commencement Date, the County shall assume care, custody, and control of all inventory, perishables, fixed and movable equipment, presently located on the premises of or otherwise used in the operation of SRIA Facilities. Within one (1) week prior to the Commencement Date, the County and the SRIA shall jointly prepare an inventory listing, noting the condition of all such inventory, perishables, fixed and movable equipment, and the same shall be maintained by the SRIA in the normal condition and quantity until the Commencement Date. On and after the

Commencement Date, the County shall be responsible for the removal, disposal, maintenance, repair, and replacement of all inventory, perishables, fixed and movable equipment and agrees to discharge the SRIA for any warranties or obligations accruing and associated with all inventory, perishables, fixed and movable equipment on and after the Commencement Date.

On and after the Commencement Date, the County shall assume the care, custody, and control of all phone equipment, including, but not limited to, a definite quantity of cellular phones and related contact numbers issued to SRIA public works and public safety employees. Within one (1) week prior to the Commencement Date, the County and the SRIA shall jointly prepare an inventory listing, noting the condition of all such items, and the same shall be maintained by the SRIA in the normal condition and quantity until the Commencement Date. On and after the Commencement Date, the County shall assume responsibility for paying all fees for cellular phones provided to employees pursuant to this Agreement, and shall pay all other line and maintenance expenses for the same and agrees to discharge the SRIA from any warranties or obligations accruing and associated with phone equipment on and after the Commencement Date.

The County shall be fully responsible for all administration of all transfers under this Section, including, but not limited to, the preparation and execution of all documents necessary to effect the transfers and all costs associated with effecting the transfers.

3.5 Transfer of Existing Contractual Obligations.

The County shall assume all rights and duties in relation to the operation, management, and control of Santa Rosa Island, as provided in Sections 3.1 through 3.4 herein. The County shall take all practicable and reasonable steps to assume all legal rights and commitments, contracts, or other obligations entered into by the SRIA in connection with the provision of the SRIA public works and public safety departments and functions on Santa Rosa Island. All such rights and obligations, including the administration of any grants that are currently awarded to the SRIA for the SRIA public works and public safety departments and functions, shall be performed by the County to the same extent as required of the SRIA. The SRIA shall cooperate and assist in whatever manner necessary to transfer these contractual rights and obligations that are otherwise required to be assigned from the SRIA to the County in as expeditious a manner as is possible.

The County shall be fully responsible for all administration of the contractual obligations transfer under this Section, including, but not limited to, the preparation and execution of all documents necessary to effect the transfers and all costs associated with effecting the transfers.

3.6 Computer licenses.

The County and the SRIA shall cooperate in the transfer and assignment of any agreements, contracts, or licenses governing the purchase, maintenance, operation, or

use of any computer hardware, software, networks, and support equipment for the SRIA public works and public safety departments and functions. Additionally, unless otherwise specified, all software and related licenses installed on transferred equipment prior to Commencement Date shall remain installed on transferred equipment on and after the Commencement Date. The SRIA warrants, holds the County harmless, and indemnifies the County to the extent allowed by law, that the software installed on all transferred equipment is legally and properly licensed for use for the duration of the respective licenses. However, it is the responsibility of the County to determine the term of the respective licenses and maintain any and all software licensing after the terms expire, including any and all costs of such licensing.

The County shall be fully responsible for all administration of the computer license and software transfer under this Section, including, but not limited to, the preparation and execution of all documents necessary to effect the transfers and all costs associated with effecting the transfers.

3.7 Records. On and after the Commencement Date, the County shall become the sole custodian of all records located at SRIA Facilities subject to this Agreement. In serving as the custodian of records, the County agrees to retain records pursuant to Florida's public records law and to cooperate and provide copies of needed records to the SRIA upon request. Any e-mail records or other electronic records not specifically transferred to the County on the Commencement Date shall remain the property of the SRIA and the SRIA shall remain the sole custodian of such records.

Section 4. Hold Harmless.

4.1 The County shall accept responsibility for any and all occurrences arising out of the SRIA public works and public safety departments and functions on Santa Rosa Island beginning on the Commencement Date. To the extent permitted by law, the County shall hold SRIA, and it's board members, officers, agents, and employees harmless against any and all claims arising on or after the Commencement Date from the conduct, management, or performance of this Agreement, including without limitation, any and all claims arising from the conditions of this Agreement, or arising from any act of negligence of the County, or any of its agents, subcontractors, servants, employees, or licensees, arising from any accident, injury, or damage whatsoever caused to any person, firm, or corporation, and from and against all costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon; and in the event that any action or proceeding is brought against the SRIA by reason of such claim, the County, upon notice from the SRIA, shall defend the SRIA against such action or proceeding.

4.2 The SRIA shall accept responsibility for any and all occurrences arising out of the SRIA public works and public safety departments and functions on Santa Rosa Island prior to the Commencement Date. To the extent permitted by law, the SRIA shall hold the County, and its officers, agents, and employees harmless against any and all claims arising prior to the Commencement Date from the conduct, management, or

performance of this Agreement, including without limitation, any and all claims arising from the conditions of this Agreement, or arising from any act of negligence of the SRIA, or any of its agents, subcontractors, servants, employees, or licensees, arising from any accident, injury, or damage whatsoever caused to any person, firm, or corporation, and from and against all costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon; and in the event that any action or proceeding is brought against the County by reason of such claim, the SRIA, upon notice from the County, shall defend the County against such action or proceeding.

4.3 Neither the County nor the SRIA shall waive, release, or otherwise forfeit any defense which the other party may have regarding claims arising out of or in connection with the provision of the SRIA public works and public safety departments and functions on Santa Rosa Island. The County and the SRIA shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law. This provision shall include any defenses that the County or SRIA may have regarding litigation, losses, and costs resulting from claims or litigation pending before the Commencement Date or arising thereafter from incidents which occurred prior to the Commencement Date.

Section 5. Miscellaneous Provisions.

5.1 Liability.

The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. SRIA agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which results in claims or suits against the SRIA and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the County or the SRIA and nothing herein shall be construed as consent by the County or the SRIA to be sued by third parties in any matter arising out of this Agreement.

5.2 Public Records.

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended.

5.3 Assignment.

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

5.4 Headings.

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

5.5 Survival.

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

5.6 Interpretation.

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

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

5.7 Severability.

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

5.8 Further Documents.

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

5.9 Notices.

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

<u>County</u> County Administrator Escambia County Post Office Box 1591 Pensacola, FL 32521 <u>SRIA</u> Chairperson Santa Rosa Island Authority PO Drawer 1208 Pensacola Beach, FL 32562

5.10 Prior Agreements Superseded.

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

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

5.11 Governing Law.

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

5.12 No Waiver.

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

5.13 Termination.

This Agreement may be terminated by mutual written agreement of both parties. Upon termination, title to all facilities and personal property subject to this Agreement shall vest with the County.

5.14 Effective Date.

This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court and Comptroller of Escambia County, Florida. The County shall be responsible for such filing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman

Board of County Commissioners Escambia County, Florida

Steven Barry, Chairman

PAM CHILDERS ATTEST: Clerk of the Circuit Court

Deputy Clerk

SRIA:

Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

ATTEST:

Date:

By:

Approved as to form and legal sufficiency. By/Title: (Date: *

Ву: _____

UPDATED B/18/2015 SRIA

TRANSPORTATION INS CO

FL LEAGUE OF CITIES FMIT # 1251

GREAT AMERICAN INSURANCE COMPANY PROPERTY-ALL LOCATIONS	MAC0594449 (DANIELS	COMMERCIAL INSURANCE, LLC)	
ALL BELOW FOR COUNTY:			
POLICY #	121108105001 (MCMAHO	A ANDDER)	
100		AMT/INS	
LINE ITEM #			
1 2003 BARBER SURF RAKE		38,486	
2 2005 GULF STREAM CAVALIER		6,250	
3 TX525 WIDE TRACK UT LDR		20,606	
4 2007 ARTIC CAT ATV	PS (Public Safety)	5.354	
5 2007 ELGIN PELICAN SWEEPER 6 LIFEGUARD TOWERS 4	PS	119,658	
7 JOHN DEERE 2810 MOWER	13	165,285 5,600	
8 JOHN DEERE Z810 MOWER		5,600	
9 CHERRINGTON 4500		34,900	
10 4320 JOHN DEERE UTILITY TRACTOR 11 2009 GATOR-NEW SAFETY		26,594	
12 2009 GATOR-NEW SAFETY		8,215 8,215	
13 2009 J D ROTARY CUTTER		2,800	
14 1 LIFEGUARD TOWERS	PS	44,808	
15 1 LIFEGUARD TOWERS	PS	44,808	
16 400X JOHN DEERE LOADER 17 485 JOHN DEERE BACKHOE ATT		3,857	
18 FRONTIER 1240 LOADER		5,4C0 629	
19 JD UTILITY TRACTOR TRAILER 5093E		33,246	
20 1 JOHN DEERE GATOR 4X4		8,100	
21 SWEEPSTER BROOM 22 2010 RUSTLER 125 MK ATV		9,990	
23 2010 ARTIC CAT ATV	PS	11.695 5.699	
24 2010 ARTIC CAT ATV	PS	5,699	
25 ABS PUMP SERIAL # 47622 PURCH 5/25/10		101.700	
26 1 JOHN DEERE MOWER ZTRAK 27 1 JOHN DEERE MOWER ZTRAK		7,500	
28 2011 JOHN DEERE TRACTOR		7,500 42,492	
29 JOHN DEERE 3520, 5060, 6155	DUAL MID, JOY STICK	2,003	
30 4500 BEACH COMBER		15,000	
31 2011 ATV PROWLER 550XT	P5	10,749	
32 5093E JOHN DEERE UTILITY TRACTOR 33 2011 NP PELICAN SWEEPER		35,495	
(ADDED TO SCHEDULED EQUIPMENT)		104.888	
34 2012 ARCT C CAT PROWLER		10,330	
35 2012 ARCT.C CAT PROWLER		10,330	
36 2012 JOHN DEERE TRACTOR 37 ENGRAVER WITH ACCESSORIES & TRANSFORM	ACT.	51,500 38,434,00	2
(ADDED TO SCHEDULED EQUIPMENT)	uer.	30,434.00	
38 46 RADIOS	PS	86,893 (39@ \$1900, 3@ \$1763,	1@ \$1440, 4@ 150*)
39 12 CHARGERS	P5	4,691 (5@ \$166, 6@ \$591 1@	\$320)
40 2012 LIFT STATION PUMP @ PARK EAST 41 2012 JD 323DTRACTOR, W/BUCKET AND PALLE	TEORNS	2,337 51,500	
42 ICE MACHINE	() DATS	2,337	
43 PARK EAST LIFT STATION PUMPS		3,412	
44 BUFFALO, KB-4, BLOWERS		6,190	
45 CHERRINGTON GROMMER 48 GRAYCO STRIPING MACHINE		620	
47 LOWE'S LANDSCAPE TRAILER		2,500 378	
48 LOWE'S LANDSCAPE TRAILER		378	
49 2011 JD GATOR HPX ATV		8,360	
50 2011 JD GATOR HPX ATV 51 2011 JD GATOR HPX ATV		8,300	
52 2011 JD GATOR HPX ATV		8.300 8.300	
53 2013 JD, 9867M, NPP UTILITY VEHICLE		8,500	
54 2013 JD, 9867M, NPP UTILITY VEHICLE 55 2013 JD, 9867M, NPP UTILITY VEHICLE		8,500	
56 2013 JD, 9867M, NPP UTILITY VEHICLE		8,500 8,500	
57 ARCTIC CAT 350, CR ATV	PS	4,700	
58 ARCTIC CAT, PROWLER 700, ATV	PS	11,400	
59 DUMP TRAILER 60 2014 JD 544KXDW, WHEEL LOADER WIHI-VIS		11,400 186,150	
61 2015 JD ATV		8,548	
	EXHIBIT		
		-	

62 2016 JD ATV 8.5	48
63 2014 JD GATOR ATV 8,6	0Ö
84 2014 JD GATOR ATV 8,8	
65 2014 JD GATOR ATV 8.6	DÖ
68 2014 JD GATOR ATV 8,6	DO
67 2014 FOLARIS ATV 6,2	50
68 2015 JD GATOR XUV 550 8,8	30
69 2016 ARCTIC CAT ATV PS 6.8	
	,500

YELLOW ARE PUBLIC SAFETY VEHICLES

Vehicle Nu	I Serial Num City Numb Year		Make	Model	Original Cost Nev
2	9025	2004	GMC	SIERRA	20000
3	4673	2004	GMC	SIERRA	20000
5	9754	2001	CROSLEY	UTILITY TRAILER	4000
6	4680	2006	FORD	F-350 TRUCK	28000
7	6945	2007	CHRYSLER	PT CRUISER	18000
8	5154	2007	FORD	145 SS PICKUP	19000
9	5153		FORD	145 SS PICKUP	19000
10	1229		FORD	F-150 PICKUP	19000
11			FORD	F-150 PICKUP	19000
12			FORD	F-150 PICKUP	14000
13			CHEVROLET	PICKUP / EQUIPMENT	22679
14			FORD	F-150 PICKUP	22619
15			INTERNATIONAL	4700 BUCKET TRUCK	18000
16			CHEVROLET	COLORADO	18850
17			CHEVROLET	COLORADO	21000
18			CHEVROLET	COLORADO	18850
19			FORD	EXPLORER	18850
20			CHEVROLET	COLORADO	18850
21			CHEVROLET	COLORADO	21000
22			FORD	F-150 PICKUP	24863
23			FORD	F-150 PICKUP	24863
24		_	CHEVROLET	COLORADO	18292
25	and the second		FORD	F-150 PICKUP	24853
26			FORD	F-150 PICKUP	24853
27			JOHN DEERE	HPX ATV	7859
28			JOHN DEERE	HPX ATV	7859
29			JOHN DEERE	HPX ATV	7859
30			JOHN DEERE	HPX ATV	7859
	2531D		PELICAN	NP STREET SWEEPER	164888
51	25510	2011	LEICAN	NF STREET SWEEPER	104000
33			ROLLS RITE	DUMP TRAILER	7700
34			ΤΟΥΟΤΑ	TACOMA SR5	24603
35			ΤΟΥΟΤΑ	TACOMA SR5	24603
36			ACW	ATV 350	5175
37			JOHN DEERE	HPX ATV	9299
38		2012	JOHN DEERE	HPX ATV	9299
39		2012	JOHN DEERE	HPX ATV	9299
40			JOHN DEERE	HPX ATV	9299
43			FORD	F150	17893
44			FORD	F150	17893
45			ΤΟΥΟΤΑ	TACOMA 4X4	24779
46			ΤΟΥΟΤΑ	TACOMA 4X4	24779
47			FORD	EXPEDITION XL	29763
48	7010	2011	CHEVROLET	COLORADO	18291

YELLOW ARE PUBLIC SAFETY VEHICLES

Class Code Motorcycli Motorcycli Coverage

1

1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
		Contract Contract Contract Contract
68499	0	Comprehensive & Collision
21499	0	Comprehensive & Collision
7398	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
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7398	0	Comprehensive & Collision
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1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
31499	0	Comprehensive & Collision
67499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
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7398	0	Comprehensive & Collision
		Comprehensive & Collision