

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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting –October 22, 2015– 5:30 p.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

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

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

5. Commissioners' Forum.
6. Presentation - Plaque recognizing Earl L. Jones, Sr., for his service on the Escambia County Mass Transit Advisory Committee, from October 1, 2009, to October 1, 2015.

7. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending Ms. Dianne Simpson for the dedication and commitment to excellence she has exhibited in her job performance for the past 28 years and congratulating her as she enters the DROP program; and

B. Ratify the Proclamation dated October 8, 2015, proclaiming Thursday, October 15, 2015, as "White Cane Safety Day", and urging all citizens to observe this day with appropriate programs, activities, and ceremonies and to help raise awareness of the importance of keeping those who walk with a white cane safe.

8. Retirement Proclamations.

Recommendation: That the Board take the following action concerning the adoption/ratification of Retirement Proclamations:

A. Adopt the Proclamation commending and congratulating Michael A. Frazier, Corrections Department, on 23 years of faithful and dedicated service;

B. Adopt the Proclamation commending and congratulating Bobby G. Ward, Jr., Corrections Department, on 33 years of faithful and dedicated service;

C. Ratify the Proclamation, dated September 2, 2015, commending and congratulating Joseph F. Pillitary, Office of Purchasing, on 30 years of faithful and dedicated service; and

D. Ratify the Proclamation, dated September 25, 2015, commending and congratulating Laurie A. Johnson, Corrections Department, on 23 years of faithful and dedicated service.

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

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

10. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance repealing the Enterprise Zone Development Agency (EZDA).

Recommendation: That the Board adopt 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 the Enterprise Zone Development Agency Board; providing for inclusion in the code; providing for an effective date.

11. 5:32 p.m. Public Hearing for consideration of adopting a Resolution to amend the Cantonment Redevelopment Area Plan as to boundaries only.

Recommendation: That the Board adopt 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.

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 October 15, 2015, C/W Workshop:

A. Take the following actions concerning approval of the Accela Subscription (Hosted) Fee Agreements and implementing a \$5 Construction Technology Fee on all permits issued from the Building Inspections Division and Development Services Department (C/W Item 4):

(1) Approve, subject to Legal sign-off, the Subscription Agreements for Accela hosting of the Land Records Management System by Accela, Inc., per the terms and conditions Accela SOF Number: Q-04771, in the amount of \$335,595.52;

(2) Authorize the Chairman, subject to Legal sign-off, to sign the Accela Subscription (Hosting) Agreements and all related documents required to implement the migration from self-hosted to Accela hosted;

(3) Authorize implementing a \$5 Construction Technology Fee Surcharge for all permits issued by the Building Inspections Division and Development Services Department; and

(4) Approve the effective date of December 1, 2015, for implementing of the \$5 Construction Technology Fee Surcharge;

B. Approve an Interlocal Agreement with the Emerald Cost Utilities Authority (ECUA) to include (C/W Item 5):

(1) That the BCC will allow ECUA to utilize property at PLF (Perdido Landfill) for an interim recycling facility;

(2) That ECUA will provide processing and transportation of up to 16,000 tons per year of processed organics for beneficial reuse and recycling to PLF; and

(3) That ECUA will receive a reduction in tip fee to offset costs of organics processing; and

C. Approve the scheduling of a Public Hearing to consider an Ordinance establishing the Local Option Sales Tax Economic Development Trust Fund (C/W Item 8).

13. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the August 2015 Returns received in September 2015

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the August 2015 returns received in the month of September 2015, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the twelfth month of collections for the Fiscal Year 2015; total collections for the month of August 2015 returns was \$954,683.30; this is a 2.83% decrease over the August 2014 returns; total collections year-to-date are 9.21% more than the comparable time frame in Fiscal Year 2014.

2. Recommendation Concerning Acceptance of the September 30, 2015 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended September 30, 2015, as required by Ordinance Number 95-13; on September 30, 2015, the portfolio market value was \$243,728,596 and portfolio earnings totaled \$124,042 for the month; the short-term portfolio yield was 0.23%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.16%; the enhanced cash portfolio achieved a yield of 0.68%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.36%; the long-term CORE portfolio achieved a yield of 1.22%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.85%.

3. 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 October 8, 2015;
- B. Approve the Minutes of the Attorney-Client Session held October 8, 2015;
and
- C. Approve the Minutes of the Regular Board Meeting held October 8, 2015.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:46 p.m. - A Public Hearing Concerning an Ordinance Amending Comprehensive Plan Chapter 9, Housing Element, Objective 1.6

That the Board of County Commissioners (BCC) take the following actions concerning an Ordinance amending Comprehensive Plan, Chapter 9, Housing Element, Objective 1.6:

A. Rescind its previous action of June 2, 2015, adopting Ordinance 2015-17, by repealing the ordinance amending Part II of the Escambia County Comprehensive Plan, Chapter 9, Housing Element, Objective 1.6, Housing Programs, removing references to the Neighborhood Enterprise Foundation and providing for affordable housing assistance; and

B. Review and approve for transmittal to the Department of Economic Opportunity (DEO) an Ordinance amending Part II of the Escambia County Comprehensive Plan, Chapter 9, Housing Element, Objective 1.6, Housing Programs, removing references to the Neighborhood Enterprise Foundation and providing for affordable housing assistance.

This hearing serves as the first of two required public hearings before the BCC as set forth in Section 2-7.2(a) and F.S. 125.66(4)(b).

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, November 5, 2015

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

B. 5:48 p.m. - A Public Hearing - Remove Minimum Lot Size Requirement Ordinance

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 24, 2015 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the September 24, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

2. Recommendation Concerning the Request for Disposition of Surplus Property for the Risk Management Office - Robert Dye, Manager, Risk Management Office

That the Board approve the Request for Disposition Form for the Risk Management Office, for the property described and listed on the Disposition Form, with reason for disposal stated.

3. Recommendation Concerning Scheduling a Public Hearing for Adopting the Uniform Method of Collection for Non-Ad Valorem Special Assessments Resolution - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on December 10, 2015, at 5:31 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

4. Recommendation Concerning the Scheduling of a Public Hearing for Re-budgeting Ongoing Grant and Project Funding - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on November 5, 2015, at 5:32 p.m., concerning re-budgeting ongoing Grant and Project funding that will amend the Fiscal Year 2015/2016 Budget and appropriate these funds for those related ongoing Grants and Projects.

5. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of an Unimproved Right-of-Way in the National Land Sales Company Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for November 17, 2015, at 9:01 a.m., to consider the Petition to Vacate a portion of an unimproved right-of-way in the National Land Sales Company Subdivision (30 feet x 1,317.45 feet or 0.90 acres), as petitioned by The Busbee Limited Partnership, and Murphy J. Jacob and Jan Jacob Graham, Trustees of the Murphy J. Jacob Revocable Trust Agreement, dated April 18, 2006.

6. Recommendation Concerning the Donation of Equipment to the School Board of Escambia County - John J. Lanza, MD, PhD, MPH, FAAP, Director, Florida Department of Health, Escambia County Health Department

That the Board adopt the Resolution authorizing the conveyance of tangible personal property to the School Board of Escambia County, Florida, for use at the Escambia County, Florida, schools for the purpose of student health screenings. The donated equipment will be received by the School Board "as is" with no expectation of technical or maintenance support from Escambia County.

7. Recommendation Concerning Certificates of Public Convenience and Necessity for the Provision of Advanced Life Support and/or Basic Life Support Services in Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning Certificates of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support services in Escambia County, Florida, with noted limitations, to Atmore Ambulance, Inc., Escambia County Public Safety Department, Lifeguard Ambulance Services of Florida, LLC, Rocky Mountain Holdings, LLC, dba Air Methods Corporation, and Sacred Heart Children's Hospital, effective January 1, 2016, through December 31, 2016; and

B. Authorize the Chairman to execute the Certificate of Public Convenience and Necessity for each Agency.

8. Recommendation Concerning the Agreement with Escambia County Fire Rescue, Escambia County, Florida and Property Owner, Relating to the use of Acquired Structures for Escambia County Training Purposes

That the Board take the following action concerning the Agreement relating to the use of acquired structures for Escambia County Fire Rescue training purposes:

A. Approve the Agreement between Escambia County Fire Rescue, Escambia County Florida and Property Owner, relating to the use of acquired structures for Escambia County Fire Rescue training purposes; and

B. Authorize the Escambia County Fire Rescue, Fire Chief to sign the Agreement.

9. Recommendation Concerning the Scheduling of an Appeal Hearing of a Decision by the Contractor Competency Board on September 2, 2015 - Donald R. Mayo, CBO, Building Services Department Director

That the Board approve the scheduling of an Appeal Hearing for November 5, 2015, at 5:33 p.m., to review the Petition for Review of the Contractor Competency Board Decision (made at its September 2, 2015 meeting), as filed by David G. Rademacher, Respondent, in the Complaint No.: COM141100044 - Glenn Olsen vs. David G. Rademacher d/b/a Horizon Sunrooms and Spas, Inc.

10. Recommendation Concerning an Appointment to the Human Services Appropriations Committee - Jack R. Brown, County Administrator

That the Board appoint Ms. Megan N. Walters to the Human Services Appropriations Committee, to serve a three-year term, effective October 22, 2015, through October 21, 2018, to replace Dr. Lusharon Wiley, whose appointment term has expired.

No response was received after notice was published on August 14, 2015, and again on September 16, 2015, by General Alert on www.myescambia.com, informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering for appointment to the Human Services Appropriations Committee (HSAC).

Megan Walters was contacted by the District 5 Office to determine her interest in serving on the HSAC; Ms. Walters responded that she is interested in serving.

11. Recommendation Concerning "Post Employment Restrictions" Purchasing Policy Procedure No.: PP-046, for the Purchasing Policy and Procedures Manual - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board adopt Purchasing Policy Procedure No.: PP-046, entitled "Post Employment Restrictions", for the Escambia County Purchasing Procedures Manual, to establish post-employment restrictions for a period of two years following the date of employment.

12. Recommendation Concerning Purchasing Policy Procedure No.: PP-060, Source Selection, Section VIII, Single Source/Non-Competitive Negotiations - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board amend Purchasing Policy Procedure No.: PP-060, Section VIII, "Single Source/Non-Competitive Negotiations", sub section (B), to provide for a mandatory posting on the County website for seven business days of Intended Single Source purchases of \$50,000 or more, to allow for interested suppliers or service providers to make offers. The current Purchasing Policy Procedure No.: PP-060, Section VIII, "Single Source/Non-Competitive Negotiations", does not require the posting on the website prior to approval of the single source/sole source determination.

Single Source/Sole Source means the only existing source of the items which meet the needs of the using department as determined by a reasonably thorough analysis of the marketplace. Purchases from Single Sources/Sole Sources meeting the definition, as provided for in Chapter 46, Article II, Sec. 92 of the Escambia County Code of Ordinances, will be posted on the County Website for seven business days prior to approval of single source determination. This Policy is consistent with the policies and procedures of the State of Florida Department of Management Services and is in accordance with 287.057(5)(c) Florida Statutes.

13. Recommendation Concerning Scheduling a Public Hearing to Receive Public Input on the Selection for the New Escambia County Jail - Jack R. Brown, County Administrator

That the Board authorize the scheduling of a Public Hearing at 5:01 p.m., on November 12, 2015, to receive public input on the three proposed sites for construction of the new Escambia County Jail.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning PD 14-15.091, Inmate Transport Vehicle - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board award a Purchase Order Contract to Hub City Ford, Inc., for the purchase of two Ford E-450 Cutaway Vans at \$69,200 each, for a total of \$138,400, per the terms and conditions of PD 14-15.091, Inmate Transport Vehicle.

The Invitation to Bid for Inmate Transport Vehicle was advertised in the Pensacola News Journal on August 31, 2015. Two vendors were notified on August 31, 2015. Hub City Ford, Inc., was the only bid received on September 30, 2015.

[Funding: Fund 001, General Fund, Cost Center 290407, Object Code 56401]

2. Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Biome Consulting Group, LLC - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board take the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055:

A. Award and authorize the County Administrator to sign Task Order-Based Continuing Contract to Biome Consulting Group, LLC, a qualified engineering consulting firm, per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

- Maximum Overhead - 168%
- Maximum Profit - 12%
- Maximum (Facility Cost of Capital Monies) FCCM - 1.50%
- Maximum Multiplier - 301% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on a audited or auditable financial package)

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services) on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis and Project basis]

3. Recommendation Concerning Food Services for the M.C. Blanchard Building - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Agreement between Escambia County and Sisters on the Rise, Inc., per the terms and conditions of PD 14-15.094, Food Services for M.C. Blanchard Building, for a term of four years effective upon date last executed. This Contract reflects zero expenditures by Escambia County.

4. Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Infrastructure Engineers, Inc. - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board take the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055:

A. Award and authorize the County Administrator to sign Task Order-Based Continuing Contract to Infrastructure Engineers, Inc., a qualified engineering consulting firm, per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services) on a "Maximum Ceiling" basis fee schedule, as follows:

- Maximum Overhead - 168%
- Maximum Profit - 12%
- Maximum (Facility Cost of Capital Monies) FCCM - 1.50%
- Maximum Multiplier - 301% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on a audited or auditable financial package)

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services) on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis and Project basis]

5. Recommendation Concerning the Agreement between the Board of County Commissioners and Andrea Minyard, M.D., District 1 Medical Examiner - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Agreement between the Board of County Commissioners and Andrea Minyard, M.D., District 1 Medical Examiner:

A. Approve the State of Florida, County of Escambia, Agreement between Board of County Commissioners and District 1 Medical Examiner, Andrea Minyard, M.D., for Medical Examiner Services for Escambia County, Florida, effective for one year from October 1, 2015, through September 30, 2016, in the amount of \$847,370, to be paid from the General Fund (001), Cost Center 410201;

B. Authorize the Chairman to sign the Agreement for Medical Examiner Services; and

C. Authorize the issuance of the necessary Purchase Order.

6. Recommendation Concerning the Issuance of Fiscal Year 2015/2016
Purchase Orders in Excess of \$50,000 for Contracts Managed by Management
and Budget Services - Stephan Hall, Budget Manager, Management and
Budget Services

That the Board, for Fiscal Year 2015/2016, approve the issuance of individual Purchase Orders, for Contracts managed by Management and Budget Services, based upon previously awarded annual requirements as follows:

A. Northwest Florida Legal Services, Inc. - \$124,688

Vendor Number: 141832

Legal Aid

Fund 115; Cost Center 410802; Account Code 58201

B. Warren Averett, LLC - \$211,385

Vendor Number: 230810

Audit Services

Fund 001; Cost Centers 140201 / 140701; Account Code 53101

PD#13-14.054

Board Approved: 7/10/2014

C. SMG - \$263,250

Vendor Number: 190107

Bay Center Management Fee

Fund 409; Cost Center 360401; Account Code 53401

Board Approved: Amendment dated 5/21/2015

D. Florida Department of Health d/b/a Escambia County Health Department - \$337,649

Vendor Number: 051513

Health Services

Fund 001; Cost Center 360301; Account Code 58101

7. Recommendation Concerning Supplemental Budget Amendment #007 -
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #007, General Fund (001) and Transportation Trust Fund (175), a reduction in the amount of \$73,764, to recognize the reduced General Fund transfer to the Transportation Trust Fund for fuel purchases, and to appropriate these funds along with additional reductions in General Fund fuel budgets totaling \$121,500, to fund outside agency funding requests per Board action at the 2nd Public Hearing to adopt the Fiscal Year 2015/2016 Budget.

8. Recommendation Concerning Residential Rehab Grant Program Funding and
Lien Agreements - Tonya Gant, Neighborhood & Human Services Department
Director

That the Board ratify the following October 22, 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 Agreements between Escambia County CRA and Jalene Haramia, owner of residential property located at 3701 West Jackson Street, A & B, Pensacola, Florida, in the Brownsville Redevelopment District, each in the amount of \$4,390, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof; and

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

9. Recommendation Concerning the Cancellation of Two Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following October 22, 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 two Residential Rehab Grant Program Liens:

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

Property Owner	Address	Amount
Maurice Robinson	802 West Fisher Street	\$5,832
Bernard J. Jacobs	107 Mandalay Drive	\$1,275

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

10. Recommendation Concerning the Cancellation of Four Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Tonya Gant, Neighborhood & Human Services, Department Director

That the Board ratify the following October 22, 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 four Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

A. Approving the following cancellation of four Commercial Facade, Landscape, and Infrastructure Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner's Name	Address	Lien Amount
New Hope Missionary Baptist Church	3600 North Palafox Street	\$8,774
Grande Lagoon Marine, Inc.	3221 Barrancas Avenue	\$10,000
L & L Fresh Seafood, Inc.	1611 North Pace Boulevard	\$10,000
Litedra Burgess	919 West Michigan Avenue	\$2,987

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

11. Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2015 Homeland Security Community Emergency Response Team Grant Award Letter - Michael D. Weaver, Public Safety Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2015 Community Emergency Response Team (CERT) Grant Award Letter, noticing and accepting the terms of the Grant award of \$6,500, for Escambia County to implement the CERT program:

A. Accept and approve the FDEM Fiscal Year 2015 CERT Award Letter for CERT Grant funding, to be identified in Fund 110, Cost Center 330430, Revenue Account 334248;

B. Authorize the Chairman or Vice-Chairman to sign the Award Letter; and

C. Authorize the County Administrator to execute the subsequent Grant Agreement and any other related Subgrant Agreement documents necessary to implement the subgrant.

12. Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2015 Homeland Security Citizen Corps Grant Award Letter - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2015 Citizen Corps Grant Award Letter, noticing and accepting the terms of the grant award of \$6,500 for Escambia County to implement the Citizen Corps program:

A. Accept and approve the FDEM Fiscal Year 2015 Citizen Corps Award Letter for Citizen Corp Grant funding, to be identified in Fund 110, Cost Center 330458, Revenue Account 334251;

B. Authorize the Chairman or Vice-Chairman to sign the Award Letter; and

C. Authorize the County Administrator to execute the subsequent Grant Agreement and any other related subgrant agreement documents necessary to implement the subgrant.

13. Recommendation Concerning Acceptance of the Donation of Property for Road Right-of-Way for Dewrell Square - 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 Dewrell Square:

A. Accept the donation of property (262.89 square feet) for road right-of-way from Kay Flowers, for Dewrell Square;

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]

14. Recommendation Concerning the Acceptance of Easements Located at Mills Swamp House Marina and RV Park, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a Drainage Easement, an Access Easement and a Non-exclusive Drainage and Maintenance Easement from Mills Swamp House Marina and RV Park, Inc., located at 10421 North Davis Highway, for the Swamp House Road (North) Drainage Project:

A. Accept the donation of a Drainage Easement, an Access Easement and a Non-exclusive Drainage and Maintenance Easement from Mills Swamp House Marina and RV Park, Inc., located at 10421 North Davis Highway, for the Swamp House Road (North) Drainage Project;

B. Authorize the payment of documentary stamps as the Easements are being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of the Easements, 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 Drainage Easement, Access Easement and Non-exclusive Drainage and Maintenance Easement documents, subject to Legal review and sign-off, as of the day of delivery of the Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: FEMA Fund 112, "Disaster Recovery Fund", Cost Center 330492, Object Code 56101/54612, Project #ESCPW10]

15. Recommendation Concerning the Resolution Authorizing the Contract with the State of Florida Department of Health for Operation of the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, Director, Florida Department of Health in Escambia County

That the Board take the following action concerning the Resolution authorizing the Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health for Operation of the Escambia County Health Department, Contract Year 2015-2016:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled, "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department for the Provision of Certain Medical Services, Providing for an Effective Date," for the Contract year of October 1, 2015, through September 30, 2016; and

B. Authorize the Chairman to sign the Resolution and the Contract.

16. Recommendation Concerning the Miscellaneous Appropriations Agreement with the National Flight Academy - Amy Lovoy, Assistant County Administrator

That the Board approve and authorize the Chairman to sign a Miscellaneous Appropriations Agreement between Escambia County and Naval Aviation Museum Foundation Inc., dba the National Flight Academy, for Fiscal Year 2015-2016, in the amount of \$100,000. The Agreement establishes a scholarship program at the National Flight Academy with the funds allocated for youths living outside of Escambia County and also requires the Academy to provide an identical match from their other funds, for a youth living within Escambia County, on a slot-by-slot basis.

[Funding Source: Fund 108, Tourist Promotion Fund, Cost Center 360105, Fourth Cent Projects = \$100,000]

17. Recommendation Concerning a Tri-Party Grant Agreement (DEP Agreement S0832) with the Florida Department of Environmental Protection and Florida Fish and Wildlife Conservation Commission for the Deepwater Horizon Oil Spill Phase II Night Sky Retrofit Project - Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board take the following action concerning a Tri-Party State of Florida Grant Agreement (DEP Agreement S0832) with Florida Department of Environmental Protection (DEP) and Florida Fish and Wildlife Conservation Commission (FWC) for the Deepwater Horizon Oil Spill Phase II Night Sky Retrofit Project:

A. Approve the Tri-Party State of Florida Grant Agreement with FWC and DEP (DEP Agreement No. S0832) for the Deepwater Horizon Oil Spill Phase II Night Sky Retrofit Project; and

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

Note: The County Attorney's Office has requested that the Board be made aware of the language, last sentence, in paragraph 26 (Page 8 of 9) of the Agreement: "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

[Funding: Fund 118, Gulf Coast Restoration Fund, Cost Center to be determined at time of SBA in the amount of \$37,510. There is no match requirement for Escambia County associated with this Agreement]

18. Recommendation Concerning the Service Agreement Addendum with ThyssenKrupp Elevator Corporation Relating to the Elevator Maintenance Agreement for the Pensacola Beach Public Safety Building located at 1 Casino Beach Boardwalk - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action regarding a Service Agreement Addendum between Escambia County and ThyssenKrupp Elevator Corporation relating to the Elevator Maintenance Agreement for the Pensacola Beach Public Safety Building located at 1 Casino Beach Boardwalk:

A. Approve the Service Agreement Addendum "A" with ThyssenKrupp Elevator Corporation relating to the Elevator Maintenance Agreement for the Pensacola Beach Public Safety building located at 1 Casino Beach Boardwalk; and

B. Authorize the Chairman to execute the Service Agreement Addendum.

[Funding: Fund 001, General Fund; Cost Center 330801, SRI Public Safety]

19. Recommendation Concerning an Application for a Certificate of Need for Creek Waste & Recycling, LLC - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning an Application for a Certificate of Need for a Solid Waste Management Activity for Creek Waste & Recycling, LLC:

A. Approve the Application for a Certificate of Need, permitting Creek Waste & Recycling, LLC, to operate in Escambia County; and

B. Authorize the Chairman to sign the Certificate.

[Funding: Fund 401, Solid Waste Fund, Account No. 343402]

20. Recommendation Concerning Authorization for Out-of-County Travel - 2015/2016 Board's Annual Travel Schedule - Jack R. Brown, County Administrator

That the Board authorize out-of-County travel for any member of the Board, the County Administrator, and/or the County Attorney wishing to participate in the conferences/events, as noted on the 2015/2016 Annual Travel/Conference Schedule.

21. Recommendation Concerning the Memorandum of Agreement Between the Federal Highway Administration, Florida Department of Transportation, and Escambia County, Florida Regarding the Quietwater Beach Ferry Landing Site - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the Federal Lands Access Program Project Memorandum of Agreement between the Federal Highway Administration, the Florida Department of Transportation, and Escambia County, Florida, to establish a management relationship between the County and the National Park Service, Gulf Islands National Seashore, regarding the use of the ferry dock at the Quietwater Beach Boardwalk.

[Funding: Fund 175; Transportation Trust Fund]

22. Recommendation Concerning the General Agreement Between National Park Service Gulf Island National Seashore and Escambia County, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the General Agreement between the National Park Service Gulf Island National Seashore and Escambia County, Florida, to establish a management relationship between the County and the National Park Service, Gulf Islands National Seashore, regarding the use of the ferry dock at Quietwater Beach Boardwalk.

[Funding: Fund 175; Transportation Trust Fund]

23. Recommendation Concerning Approval of the Southern Light, LLC,
Telecommunications License Agreement and Scope Of Work for the
Pensacola Beach Toll Plaza - Shawn Fletcher, Information Technology
Department Director

That the Board take the following action concerning the Southern Light, LLC, Telecommunications License Agreement and Scope of Work for the Pensacola Beach Toll Plaza:

A. Approve the Telecommunications License Agreement and Scope of Work with Southern Light, LLC, for the Pensacola Beach Toll Plaza. This will give high speed fiber data connection between the Pensacola Beach Toll Plaza and the Public Safety Building with a monthly fee of \$762; and

B. Authorize the County Administrator to sign the Telecommunications License Agreement and Scope of Work.

[Funding Source: Funds are available in the current Budget, Bob Sikes Toll Fund (167), Cost Center 140301]

III. For Discussion

1. Recommendation Concerning Advance Funding for the Latino Festival Occurring on October 31, 2015 - Amy Lovoy, Assistant County Administrator

That the Board consider the request to advance fund the \$10,000 allocated from the 4th Cent Tourist Development for an Hispanic Heritage Festival. These funds would be paid to the applicant in advance rather than as reimbursement for costs already incurred and paid.

2. Recommendation Concerning Establishing an Official Name for the New Public Boat Ramp on Perdido River at the 11800 Block of Highway 90 - Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board establish an official name for the new public boat ramp on Perdido River at the 11800 block of Highway 90.

COUNTY ATTORNEY'S REPORT

I. For Discussion

1. Recommendation Concerning Legal Representation of Former Commissioner Gene M. Valentino.

That the Board discuss whether the County will pay former Commissioner Gene M. Valentino's attorney's fees and costs pursuant to a request provided to the County Attorney's Office by Attorney Wesley "Wes" H. Reeder, counsel to former Commissioner Gene M. Valentino.

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



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9188

Proclamations 7.

BCC Regular Meeting

Meeting Date: 10/22/2015

Issue: Adoption/Ratification of Proclamations

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending Ms. Dianne Simpson for the dedication and commitment to excellence she has exhibited in her job performance for the past 28 years and congratulating her as she enters the DROP program; and

B. Ratify the Proclamation dated October 8, 2015, proclaiming Thursday, October 15, 2015, as "White Cane Safety Day", and urging all citizens to observe this day with appropriate programs, activities, and ceremonies and to help raise awareness of the importance of keeping those who walk with a white cane safe.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Procs

PROCLAMATION

WHEREAS, in August of 1987, Dianne Simpson began her career as a Secretary in the County Attorney's Office; and

WHEREAS, she has also held the positions of Office Manager, Financial Manager, Administrative Supervisor, and Program Coordinator; and

WHEREAS, Dianne has served at least five County Attorneys; and

WHEREAS, regardless of the position she holds, Dianne exhibits exemplary leadership, customer service, and legal support staff skills; and

WHEREAS, Dianne's dedication, friendliness, and warmth are unmatched; and

WHEREAS, Dianne is often the first one in the building, prioritizing the tasks of the day and helping to lead the entire office into a productive day; and

WHEREAS, Dianne is one of the most valued and cherished County employees, and it is with both pride and sadness that we watch her enter the DROP program.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends Ms. Dianne Simpson for the dedication and commitment to excellence she has exhibited in her job performance for the past 28 years and congratulates her as she enters the DROP program.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: October 22, 2015

PROCLAMATION

WHEREAS, it is estimated that there are approximately 10,000 legally blind individuals in Northwest Florida; and

WHEREAS, the Independence for the Blind of West Florida is a non-profit organization that serves 10 counties in Northwest Florida and is committed to improving the lives of blind and visually impaired citizens; and

WHEREAS, many blind and visually impaired individuals use a white cane as a tool for mobility and to help them achieve independence; the white cane is seen as a symbol for blind and visually impaired citizens in our society; and

WHEREAS, National White Cane Safety Day is October 15, 2015, a day of special significance for blind and visually impaired citizens, because it represents a declaration of freedom and also signifies a commitment by the sighted community to improve access to basic services for blind and visually impaired individuals; and

WHEREAS, Escambia County recognizes the importance of keeping all its citizens safe, and to help achieve this goal, the Florida Department of Education, Division of Blind Services, and Independence for the Blind of West Florida invite all citizens to participate in White Cane Safety Day.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, hereby proclaims Thursday, October 15, 2015, as

"WHITE CANE SAFETY DAY"

In Escambia County and urges all citizens to observe this day with appropriate programs, activities, and ceremonies and to help raise awareness of the importance of keeping those who walk with a white cane safe.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA


Steven Barry, Chairman, District Five

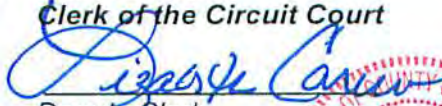
Grover C. Robinson, IV, Vice Chairman
District Four

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: October 8, 2015





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9182

Proclamations 8.

BCC Regular Meeting

Meeting Date: 10/22/2015

Issue: Adoption/Ratification of Retirement Proclamations

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board take the following action concerning the adoption/ratification of Retirement Proclamations:

A. Adopt the Proclamation commending and congratulating Michael A. Frazier, Corrections Department, on 23 years of faithful and dedicated service;

B. Adopt the Proclamation commending and congratulating Bobby G. Ward, Jr., Corrections Department, on 33 years of faithful and dedicated service;

C. Ratify the Proclamation, dated September 2, 2015, commending and congratulating Joseph F. Pillitary, Office of Purchasing, on 30 years of faithful and dedicated service; and

D. Ratify the Proclamation, dated September 25, 2015, commending and congratulating Laurie A. Johnson, Corrections Department, on 23 years of faithful and dedicated service.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ret Procs

PROCLAMATION

WHEREAS, Micheal A. Frazier has faithfully served the Corrections Department, Jail Division of Escambia County for over 23 years, retiring as a Jail Corrections Officer; and

WHEREAS, Mr. Frazier has been an invaluable member of the Corrections team since February of 1992 when he accepted a Corrections Officer position with the Corrections Department; and

WHEREAS, Mr. Frazier has worked to bring kindness and love to the lives of his family and co-workers; and

WHEREAS, Mr. Frazier must be commended for his professional and personal dedication and service to the Corrections Department; and

WHEREAS, Mr. Frazier will be deeply missed by his friends and colleagues.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Michael A. Frazier on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Michael A. Frazier for over 23 years of faithful and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

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

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

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

Deputy Clerk

Adopted: October 22, 2015

PROCLAMATION

WHEREAS, Bobby G. Ward, Jr. has faithfully served the Corrections Department, Jail Division of Escambia County for over 33 years, retiring as a Master Corrections Officer; and

WHEREAS, Mr. Ward has been an invaluable member of the Corrections team since April of 1982 when he accepted a Corrections Officer position with the Corrections Department; and

WHEREAS, Mr. Ward has worked to bring kindness and love to the lives of his family and co-workers; and

WHEREAS, Mr. Ward must be commended for his professional and personal dedication and service to the Corrections Department; and

WHEREAS, Mr. Ward will be deeply missed by his friends and colleagues.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Bobby G. Ward, Jr. on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Bobby G. Ward, Jr. for over 33 years of faithful and dedicated service as a County employee.

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

Steven Barry, Chairman, District Five

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

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

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

Deputy Clerk

Adopted: October 22, 2015

PROCLAMATION

WHEREAS, Joseph F. Pillitary, Jr. worked as a County employee very faithfully for 30 years, retiring as a Purchasing Coordinator with the Purchasing Division, Management and Budget Department; and

WHEREAS, Joseph F. Pillitary, Jr. achieved and maintained the status of Certified Public Procurement Buyer (CPPB) and Certified Public Procurement Officer (CPPO); and

WHEREAS, Joseph F. Pillitary, Jr. managed the Office of Purchasing and served the citizens of Escambia County in an exemplary manner; and

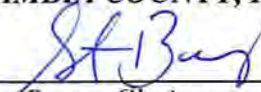
WHEREAS, Joseph F. Pillitary, Jr. was instrumental in the establishment of the Gulf Coast Chapter of the National Institute of Government Purchasing (NIGP) and continued throughout his career to distinguish the Office of Purchasing of the Escambia County Board of County Commissioners under his leadership by receiving the National Award of Achievement of Excellence in Procurement for six years, as well as many other awards of distinction in Procurement; and

WHEREAS, Joseph F. Pillitary, Jr. has served as a dedicated leader in the Office of Purchasing and the community as a whole and remains a well respected member within his profession and his community of coworkers and friends.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Joseph F. Pillitary, Jr. on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Joseph F. Pillitary, Jr. for 30 years of faithful and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA



Steven Barry, Chairman, District Five

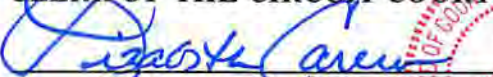
Grover C. Robinson, IV, Vice Chairman, District Four

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 2, 2015

PROCLAMATION

WHEREAS, Laurie A. Johnson worked as a County employee very faithfully for 23 years, retiring as a Senior Office Support Assistant with the Community Corrections Division, Corrections Department; and

WHEREAS, Laurie A. Johnson has been a dedicated and hardworking employee and has provided outstanding clerical support for various areas within the Community Corrections Division, Corrections Department and, most recently, she has provided customer service and support for victims associated with our Electronic Monitoring Program; and

WHEREAS, Laurie A. Johnson has been an asset to the Community Corrections Division, Corrections Department, and will be greatly missed.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Laurie A. Johnson on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Laurie A. Johnson for 23 years of faithful and dedicated service as a County employee.

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 25, 2015



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9181

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 10/22/2015

Issue: Conduct a Public Hearing Regarding the Enterprise Zone Development Agency Board

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance repealing the Enterprise Zone Development Agency (EZDA).

Recommendation: That the Board adopt 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 the Enterprise Zone Development Agency Board; providing for inclusion in the code; providing for an effective date.

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 held to recommend to the Board to schedule and advertise a Public Hearing on Thursday, October 22, 2015, at 5:31 p.m.

On October 22, 2015, at 8:45 a.m., a CRA meeting will be convened to recommend to the Board to conduct a Public Hearing to adopt an Ordinance repealing the EZDA Board. This Ordinance will serve the intent and a public purpose. A copy of the Ordinance is attached.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's Office has reviewed and signed 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 has ensured proper advertisement.

Attachments

EZDA ORDINANCE_OCT2015

EZDA DOCS_OCT2015

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**

BY: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(SEAL)

Enacted:
Filed with Department of State:
Effective:

Approved as to form and legal
sufficiency.

By/Title: Edual Aca
Date: 9/29/15

From: Von Hoff, Burt [Burt.VonHoff@deo.myflorida.com]
Sent: 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 its 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

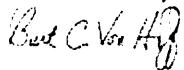
The bill extends the expiration date of the Community Contribution Tax Credit Program to June 30, 2018, expands eligibility to include projects designed to provide housing opportunities for persons with special needs, and provides \$21.4 million in annual funding for projects that provide homeownership 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,



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> PUBLIC BUSINESS	<u>Chapter 290</u> URBAN REDEVELOPMENT <u>Entire Chapter</u>	SECTION 016 Repeal.
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290.016 Repeal.— Sections 290.001-290.014 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-9183

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 10/22/2015

Issue: Conduct a Public Hearing to Amend the Cantonment Redevelopment Area Plan as to Boundaries only

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting a Resolution to amend the Cantonment Redevelopment Area Plan as to boundaries only.

Recommendation: That the Board adopt 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 October 22, 2015, at 8:45 a.m., a CRA meeting was convened to recommend to the Board to conduct a Public Hearing 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 which included legal description and map and the "Findings of Necessity" are both 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:

Conducting 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_Oct2015

FON_Cantonment_Oct2015

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."

Section 2. 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.

Section 3. 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 area identified 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.

Section 4. 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.

Section 5. 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

By: _____
Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: K. H. Alford
Date: 8/27/15

EXHIBIT A

Description

Cantonment Community Redevelopment Area (CRA)

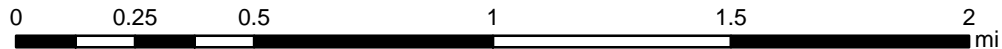
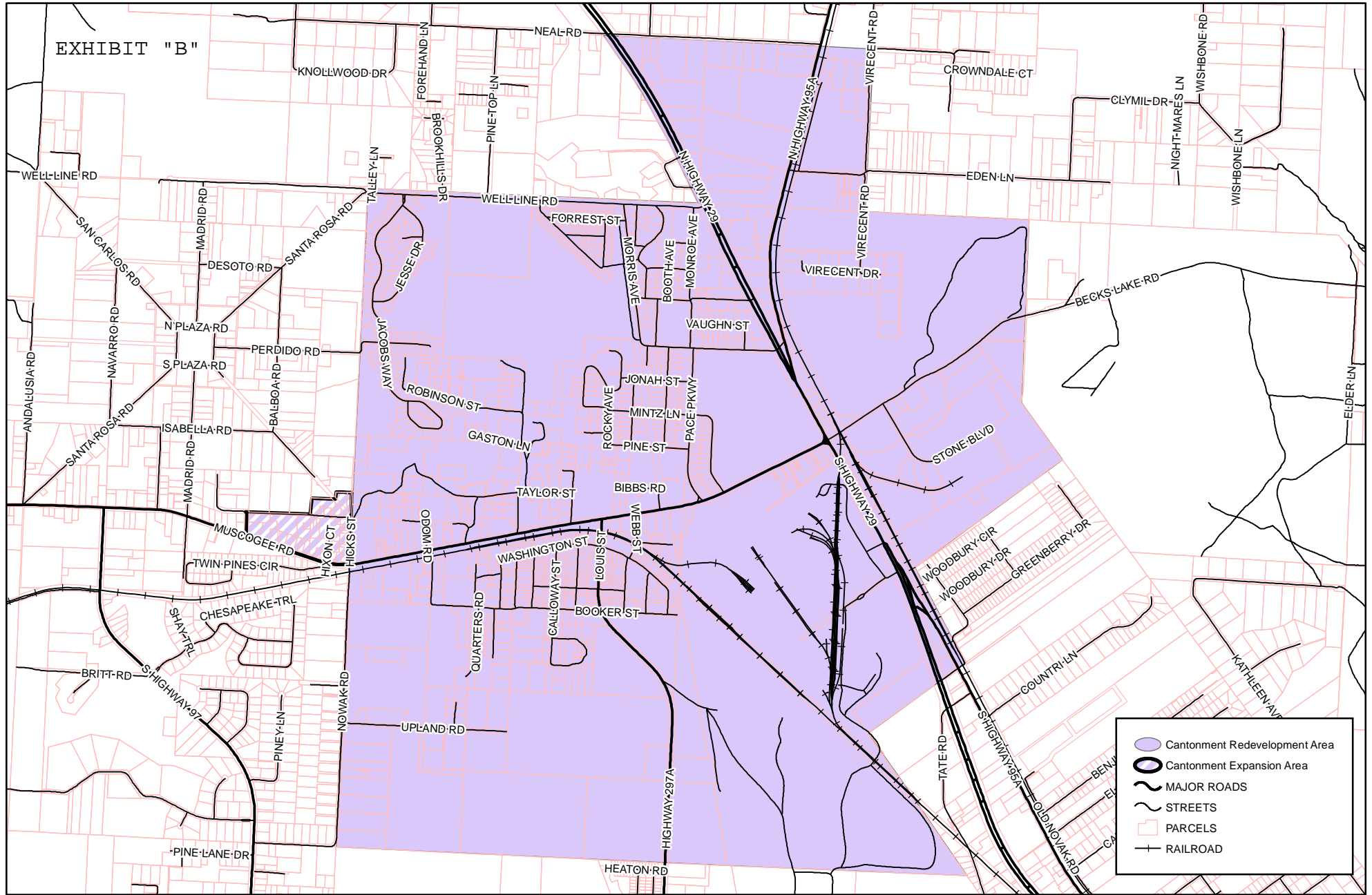
June 16, 2015

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 right-of-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.

CANTONMENT REDEVELOPMENT DISTRICT AND 2015 CANTONMENT REDEVELOPMENT EXPANSION AREA

EXHIBIT "B"



Source: Community Redevelopment Agency *This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate.*
Created April 24, 2015.

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 Muscogee Road and appears to have contributed to faulty lot

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.



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-9233

12.

BCC Regular Meeting

Meeting Date: 10/22/2015

Issue: Committee of the Whole Recommendation

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

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 October 15, 2015, C/W Workshop:

A. Take the following actions concerning approval of the Accela Subscription (Hosted) Fee Agreements and implementing a \$5 Construction Technology Fee on all permits issued from the Building Inspections Division and Development Services Department (C/W Item 4):

(1) Approve, subject to Legal sign-off, the Subscription Agreements for Accela hosting of the Land Records Management System by Accela, Inc., per the terms and conditions Accela SOF Number: Q-04771, in the amount of \$335,595.52;

(2) Authorize the Chairman, subject to Legal sign-off, to sign the Accela Subscription (Hosting) Agreements and all related documents required to implement the migration from self-hosted to Accela hosted;

(3) Authorize implementing a \$5 Construction Technology Fee Surcharge for all permits issued by the Building Inspections Division and Development Services Department; and

(4) Approve the effective date of December 1, 2015, for implementing of the \$5 Construction Technology Fee Surcharge;

B. Approve an Interlocal Agreement with the Emerald Cost Utilities Authority (ECUA) to include (C/W Item 5):

(1) That the BCC will allow ECUA to utilize property at PLF (Perdido Landfill) for an interim recycling facility;

(2) That ECUA will provide processing and transportation of up to 16,000 tons per year of processed organics for beneficial reuse and recycling to PLF; and

(3) That ECUA will receive a reduction in tip fee to offset costs of organics processing;
and

C. Approve the scheduling of a Public Hearing to consider an Ordinance establishing the Local Option Sales Tax Economic Development Trust Fund (C/W Item 8).

Attachments

CW Recommendation Backup



Board of County Commissioners • Escambia County, Florida

Donald R. Mayo
Building Official/Department Director

COMMITTEE OF THE WHOLE

DEPARTMENT: Building Services & Information Technology

FROM: Donald R. Mayo, Building Services Department Director

DATE: October 12, 2015

ISSUE: ACCELA HOSTED FEE AGREEMENT

RECOMMENDATION:

Recommendation Concerning Approval of the Accela Hosted (Subscription) Fee Agreements and Implementing a \$5 Construction Technology Fee on All Permits Issued from the Building Inspections Division and Development Services Department – Donald R. Mayo, Building Services Department Director

That the Board take the following action concerning approval of the Accela Subscription (Hosted) Fee Agreements and implementing a \$5 Construction Technology Fee on all permits issued from the Building Inspections Division and Development Services Department.

- A. Approve, subject to legal sign off, the Subscription Agreements for Accela hosting of the Land Records Management System by Accela, Inc. per the terms and conditions Accela SOF Number: Q-04771 in the amount of \$335,595.52;
- B. Authorize the Chairman, subject to legal sign off, to sign the Accela Subscription (Hosting) Agreements and all related documents required to implement the migration from self-hosted to Accela hosted;
- C. Authorize implementing a \$5 Construction Technology Fee Surcharge for all permits issued by the Building Inspections Division and Development Services Department; and
- D. Approve the effective date of December 1, 2015, for implementing of the \$5 Construction Technology Fee Surcharge.

- Funding:
- Fund 406, Building Inspection Fund - \$167,797.76
 - Maintenance - \$77,732.50 (currently budgeted)
 - Implementation of \$5 Construction Technology Fee – \$98,500.00
 - Fund 001, General Fund - \$167,797.76
 - Maintenance - \$77,732.50 (currently budgeted)
 - Subscription – \$42,846.62 (currently budgeted)
 - Subscription - \$31,000.00 (currently budgeted)
 - Implementation of \$5 Construction Technology Fee - \$20,000.00

BACKGROUND:

It has been determined that it is in the best interest and best business practices of the citizens of Escambia County to change from a self-hosted environment to an Accela hosted environment wherein BID, DSD and CE will move toward enhancement in information technology maintenance and upgrades; automation of customer service improvements and building permit services, including but not limited to: apply and pay for permits online, at any time; pay for re-inspection fees online, at any time, apply for and pay for contractor licensing renewals online, schedule inspections, check project's status, and print permits online, at any time.

Additionally, moving forward, Escambia County will be able to better manage building and planning processes, build a stronger connection with the developers, contractors and citizens of Escambia County, and most importantly, get things done in less time.

Accela is the sole source provider of technical support, software updates and maintenance for the same per correspondence received from Colin M. Samuels, General Counsel and Assistant Corporate Secretary for Accela, Inc. The Board purchased the Land Management Software in October 2006 after receipt of two responses to an RFP; Accela, Inc. and Permits Plus were reviewed and Accela was selected. Permits Plus has recently acquired by Accela, Inc.

BUDGETARY IMPACT:

- Funding:
- Fund 406, Building Inspection Fund - \$167,797.76
 - Maintenance - \$77,732.50 (currently budgeted)
 - Implementation of \$5 Construction Technology Fee – \$98,500.00
 - Fund 001, General Fund - \$167,797.76
 - Maintenance - \$77,732.50 (currently budgeted)
 - Subscription – \$42,846.62 (currently budgeted)
 - Subscription - \$31,000.00 (currently budgeted)
 - Implementation of \$5 Construction Technology Fee - \$20,000.00

LEGAL CONSIDERATIONS/SIGN-OFF:

The Subscription Agreements will be reviewed for legal sufficiency by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Escambia County Code of Ordinances of Escambia County, Florida, Chapter 46, Finance.

IMPLEMENTATION REQUIREMENTS:

The Building Services Division and Information Technology Department will coordinate the migration to Accela Hosted. The Building Inspections Division and Development Services Department will provide advance notice to their customer base by PIO General Alert; several BID e-Blast Announcements, and Notice distributed with each permit/application issued

COORDINATION WITH OTHER AGENCIES/PERSONS:

N/A

Recommendation

BCC approve IA with ECUA to include-

- BCC to allow ECUA to utilize property @ PLF for interim recycling facility
- ECUA to provide processing and transportation of up to 16000 tons/yr of processed organics for beneficial reuse and recycling to PLF
- ECUA to receive reduction in tip fee to offset costs of organics processing

ORDINANCE NO. 2015 - __

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 90, ARTICLE VI, SECTIONS 90-232 THROUGH 90-235 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; RELATING TO LOCAL SALES TAX; CREATING VOLUME 1, CHAPTER 90, ARTICLE VI, SECTION 90-236 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES ESTABLISHING THE LOCAL OPTION SALES TAX (LOST) ECONOMIC DEVELOPMENT TRUST FUND; PROVIDING FOR LEGISLATIVE INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 212.055(2), Fla. Stat., provides for the levy of a local government infrastructure surtax ("surtax") by the governing board in each county; and

WHEREAS, section 212.055(2), Fla. Stat. provides for the levy of the surtax pursuant to an ordinance enacted by a majority of the members of the governing body of the county and approved by a majority of the electors in the county voting in a referendum election on the surtax; and

WHEREAS, on June 2, 2005, the Board of County Commissioners adopted Ordinance 2005-14 levying a one-cent surtax in Escambia County for a period of eleven (11) years, which was subsequently approved by a majority of the electorate voting in a referendum held on March 7, 2006 (also known as LOST III); and

WHEREAS, section 212.055(2)2., Fla. Stat., provides for the extension of the surtax; and

WHEREAS, on August 21, 2014, the Board of County Commissioners adopted Ordinance 2014-32 extending the levy of the one-cent surtax in Escambia County for an additional eleven (11) year period, which was subsequently approved by a majority of the electorate voting in a referendum held on November 4, 2014 (also known as LOST

IV); and

WHEREAS, collections of LOST IV shall continue through December 31, 2028;

and

WHEREAS, both the LOST III ballot language and the LOST IV ballot language provided for the establishment of a trust fund that could be used to fund economic development projects that have a general public purpose of improving local economies as allowed for by section 212.055(2)(d)3., Fla. Stat.; and

WHEREAS, the Escambia County Board of County Commissioners desires to establish such an economic development trust fund that could receive qualifying funds from LOST III and LOST IV collections; and

WHEREAS, pursuant to section 212.055(2)(d)3., Fla. Stat., the Board of County Commissioners intends to make an allocation of the surtax proceeds for the purpose of funding economic development projects.

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

SECTION 1. That Volume 1, Chapter 90, Article VI, Sections 90-232 through 90-235 of the Escambia County Code of Ordinances is hereby amended to read as follows:

Sec. 90-232. - Duration.

The local sales tax imposed hereby shall be effective ~~for 15 years from the date of levy and the effective date of the surtax levied hereby is declared to be June 1, 1992~~ through December 31, 2028, as approved by the voters of Escambia County.

Sec. 90-233. - Distribution of revenues.

In accordance with ~~the local sales tax law~~ section 212.055(2), Fla. Stat., revenues of the local sales tax hereby imposed shall be distributed to the incorporated municipalities within the county according to the formula provided in ~~F.S. §~~ section 218.62, Fla. Stat.

Sec. 90-234. - Use of proceeds by county.

The county's share of the proceeds shall be used for any of the following purposes:

- (1) ~~Infrastructure projects/public facilities~~ Capital equipment;
- (2) ~~Expansion of jail facilities~~ Community services;
- (3) ~~Expansion of court facilities~~ Economic development projects;
- (4) ~~Road improvements~~ Growth Management Act mandates;
- (5) ~~Drainage improvements~~ Infrastructure projects/public facilities;
- (6) ~~Transportation improvements~~ Jail/court facilities;
- (7) ~~Recreation projects/natural resources~~ Law enforcement/fire and public safety facilities and equipment;
- (8) ~~Mandates imposed by the Growth Management Act~~ Recreation/natural resources;
- (9) ~~Public safety~~ Transportation and drainage improvements.
- (10) ~~Community redevelopment projects.~~

Sec. 90-235. - Local sales tax levy extended.

Pursuant to the authorization granted by ~~F.S. §~~ section 212.055, Fla. Stat. and other applicable laws, the levy of the one-cent local sales tax was established by Ordinance No. 96-50, extended by Ordinance No. 2005-14 and Ordinance 2014-32 and

approved by the voters of Escambia County by referendum for an eight-year period from the first day of June 1999 through May 31, 2007, ~~is hereby~~ was extended by Ordinance 2005-14 through December 31, 2017 and was extended by Ordinance 2014-32 through December 31, 2028. The one-cent local sales tax shall be in effect throughout the incorporated and unincorporated areas of Escambia County, Florida, during the period January 1, 2007 through December 31, 2017 and January 1, 2018 through December 31, 2028. ~~Pursuant to F.S. § 212.054(5), the tax takes effect on January 1, 2007. However, as the current one-cent sales tax expires on May 31, 2007, collections under this section shall not commence until June 1, 2007.~~ This tax shall be levied and imposed in accordance with F.S. ch. 212, Fla. Stat. and the rules of the Department of Revenue.

SECTION 2. That Volume 1, Chapter 90, Article IV, Section 90-236 of the Escambia County Code of Ordinances is hereby created to read as follows:

Sec. 90-236. Establishment of Trust Fund.

(1) *Short Title.* This section shall be known as the “Local Option Sales Tax (LOST) Economic Development Trust Fund Ordinance.”

(2) *Legislative Intent.* The intent of this section is to ensure that economic development projects having a general public purpose of improving local economies will be funded.

(3) *Administration, collection and distribution of proceeds.* The surtax shall be administered, collected, and enforced in accordance with the provisions of section 212.054, Fla. Stat. and the rules promulgated by the Florida Department of Revenue.

99 (4) *Creation of trust fund.* A trust fund within the county's accounts shall be
100 created for the purpose of funding economic development projects having a general
101 public purpose of improving local economies, including the funding of operational costs
102 and incentives related to economic development.

103 (5) *Amount directed to trust fund.* The amount to be deposited into the trust
104 fund and the specific projects authorized to be funded from the trust fund shall be
105 designated by Resolution of the Board of County Commissioners. Any such Resolution
106 may be amended or repealed by majority vote of the Board of County Commissioners.
107 The amount directed to the trust fund shall comply with section 212.055(2), Fla. Stat.

108 **SECTION 3. Severability.** If any section, sentence, clause or phrase of this Ordinance
109 is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said
110 holding shall in no way affect the validity of the remaining portions of this Ordinance.

111 **SECTION 4. Inclusion in Code.** It is the intention of the Board of County
112 Commissioners that the provisions of this Ordinance shall be codified as required by
113 F.S. § 125.68, and that the sections, subsections and other provisions of this Ordinance
114 may be renumbered or re-lettered and the word "ordinance" may be changed to
115 "section," "article," or such other appropriate word or phrase in order to accomplish such
116 intentions.

117 **SECTION 5. Effective Date.** This Ordinance shall become effective upon filing with the
118 Department of State.

119 **DONE AND ENACTED** this ____ day of _____, 2015.

120
121 BOARD OF COUNTY COMMISSIONERS
122 OF ESCAMBIA COUNTY, FLORIDA
123

By: _____
_____, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



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-9160

Clerk & Comptroller's Report 13. 1.

BCC Regular Meeting

Consent

Meeting Date: 10/22/2015

Issue: TDT Collection Data for the August 2015 Returns received in September 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 August 2015 Returns received in September 2015

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the August 2015 returns received in the month of September 2015, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the twelfth month of collections for the Fiscal Year 2015; total collections for the month of August 2015 returns was \$954,683.30; this is a 2.83% decrease over the August 2014 returns; total collections year-to-date are 9.21% more than the comparable time frame in Fiscal Year 2014.

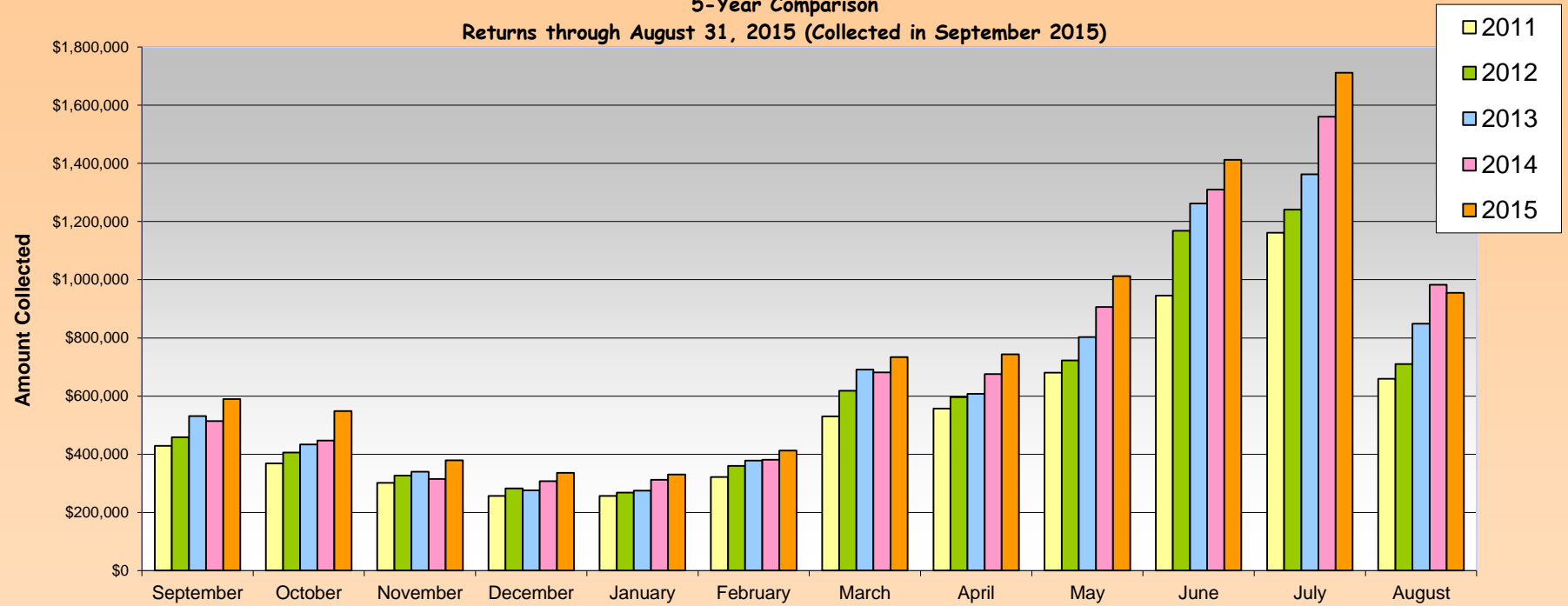
Attachments

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

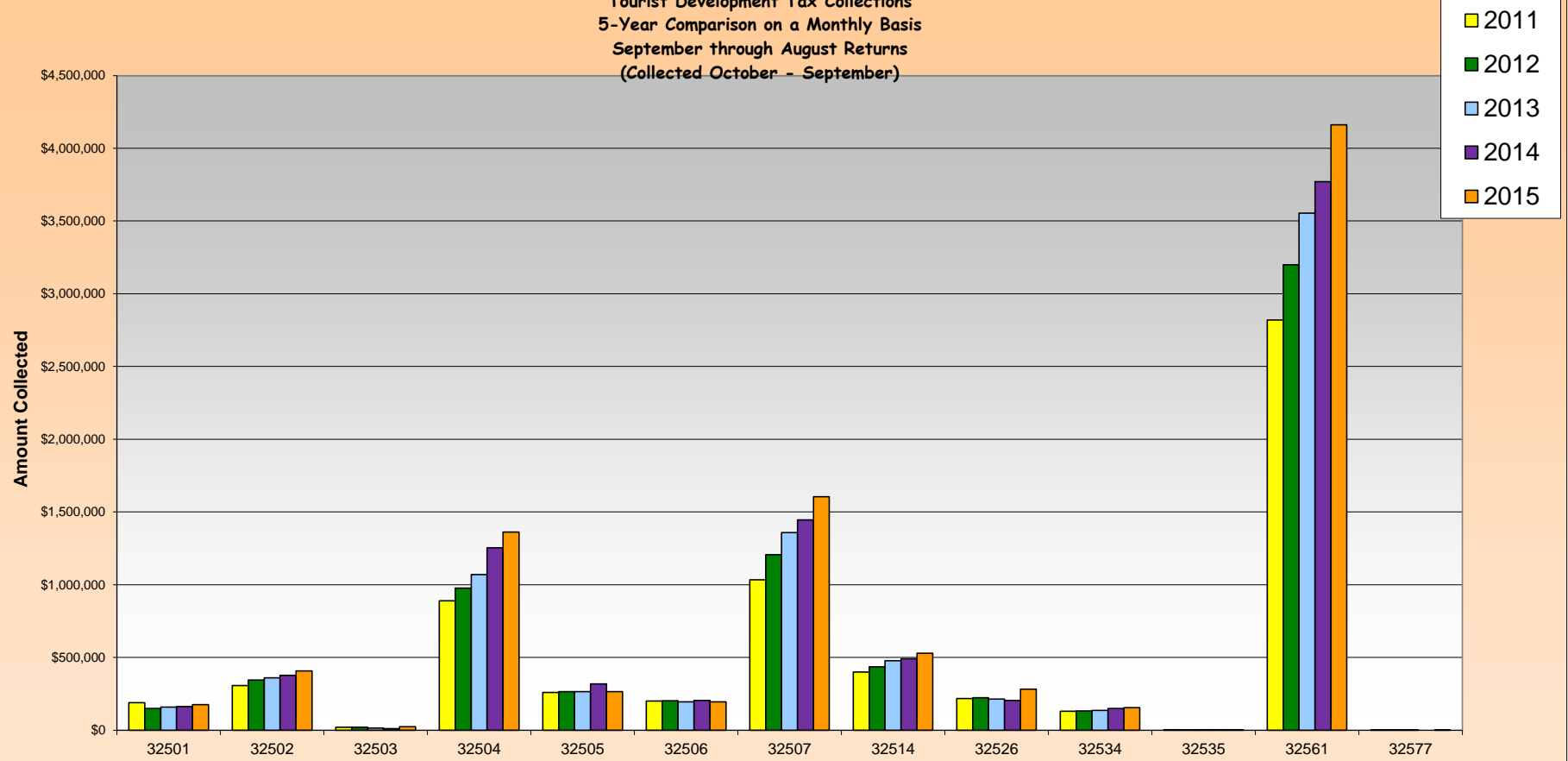
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF SEPTEMBER 2015

Zip Code	Fiscal Year 2015 YTD Collected	Fiscal Year 2014 YTD Collected	Difference	% Change
32501	174,958	161,822	13,136	8%
32502	407,947	376,402	31,545	8%
32503	23,998	11,351	12,647	111%
32504	1,361,974	1,254,550	107,424	9%
32505	265,612	317,173	(51,561)	-16%
32506	194,144	204,013	(9,869)	-5%
32507	1,604,656	1,446,136	158,520	11%
32514	529,287	490,432	38,855	8%
32526	281,149	204,624	76,525	37%
32534	155,166	150,122	5,044	3%
32535	2,189	3,785	(1,596)	-42%
32561	4,162,126	3,770,674	391,452	10%
32562	-	-	-	0%
32577	465	-	465	0%
Total	\$ 9,163,671	\$ 8,391,084	\$ 772,587	9%

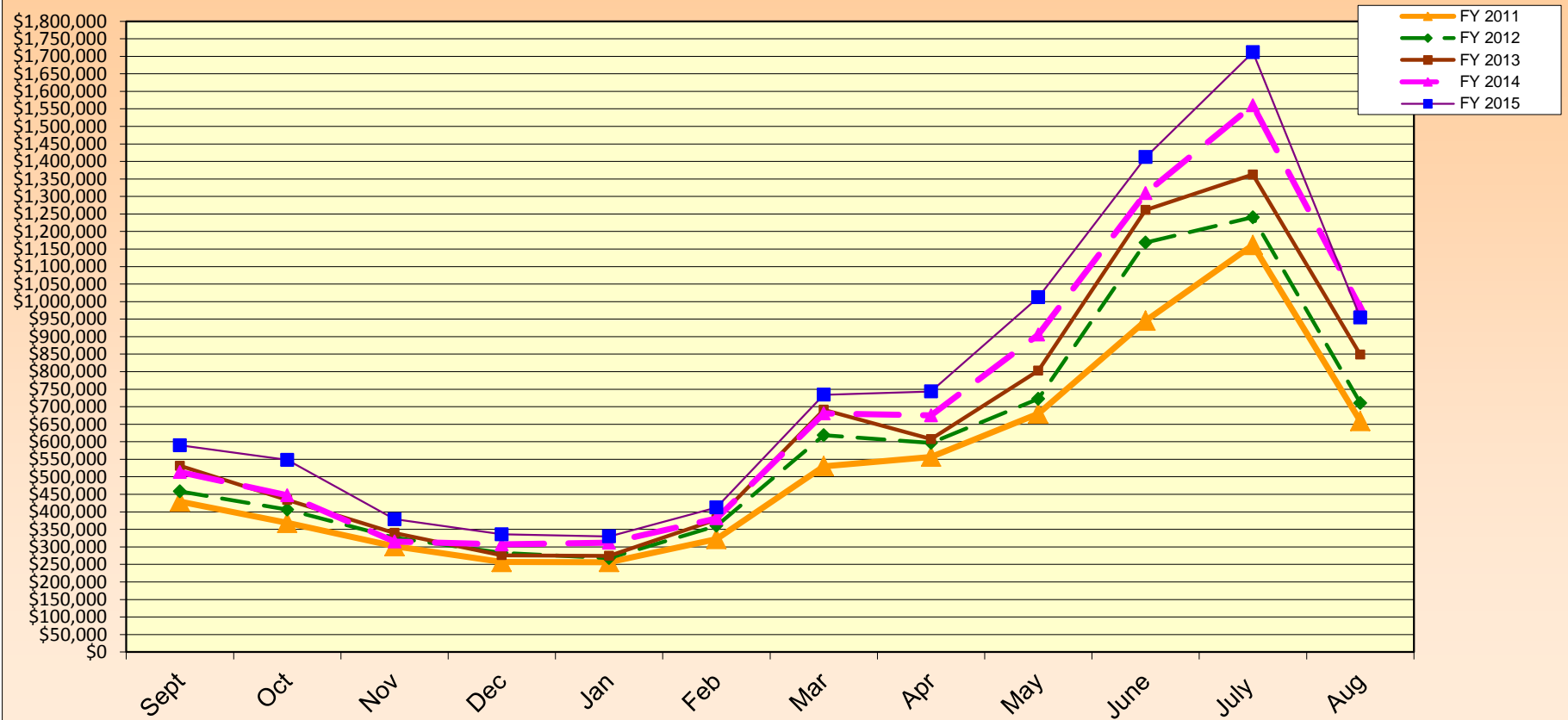
Tourist Development Tax Collections
5-Year Comparison
Returns through August 31, 2015 (Collected in September 2015)



Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
September through August Returns
(Collected October - September)



**TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2011 - FY 2015**
Returns through August 31, 2015 (Collected in September 2015)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2014
AS OF SEPTEMBER 30, 2014

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/13	13,056	3%	21,773	4%	74	0%	76,053	15%	12,054	2%
11/13	12,292	3%	22,420	5%	337	0%	79,832	18%	13,031	3%
12/13	10,461	3%	19,841	6%	127	0%	70,183	22%	14,698	5%
01/14	9,803	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	10,365	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%
09/14	15,650	2%	41,121	4%	1,684	0%	125,882	13%	31,453	3%
Total	\$ 161,822	2%	\$ 376,402	4%	\$ 11,351	0%	\$ 1,254,550	15%	\$ 317,173	4%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/13	13,722	3%	82,445	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%
09/14	18,741	2%	181,210	18%	53,261	5%	18,464	2%	14,304	1%
Total	\$ 204,013	2%	\$ 1,446,136	17%	\$ 490,432	6%	\$ 204,624	2%	\$ 150,122	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/13	241	0%	236,152	46%	-	0%	-	0%	513,613	100%
11/13	208	0%	191,723	43%	-	0%	-	0%	447,043	100%
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%	381,360	100%
04/14	231	0%	278,609	41%	-	0%	-	0%	681,012	100%
05/14	163	0%	296,405	44%	-	0%	-	0%	675,459	100%
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%
09/14	494	0%	480,259	49%	-	0%	-	0%	982,524	100%
Total	\$ 3,785	0%	\$ 3,770,674	45%	\$ -	0%	\$ -	0%	\$ 8,391,084	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2015
AS OF SEPTEMBER 30, 2015

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/14	12,081	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%	47,866	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%
09/15	18,588	2%	34,699	4%	1,768	0%	117,581	12%	18,565	2%
Total	\$ 174,958	2%	\$ 407,947	4%	\$ 23,998	0%	\$ 1,361,974	15%	\$ 265,612	3%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/14	13,395	2%	91,990	16%	34,533	6%	13,979	2%	10,808	2%
11/14	14,690	3%	75,256	14%	36,155	7%	14,417	3%	10,733	2%
12/14	12,375	3%	38,153	10%	31,823	8%	14,508	4%	9,370	2%
01/15	7,525	2%	31,710	9%	31,878	9%	9,581	3%	9,763	3%
02/15	10,575	3%	41,775	13%	31,056	9%	22,378	7%	9,109	3%
03/15	13,079	3%	58,292	14%	32,364	8%	16,867	4%	10,206	2%
04/15	21,703	3%	109,368	15%	47,807	7%	27,868	4%	13,465	2%
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	1%
07/15	21,799	2%	326,639	23%	60,455	4%	34,694	2%	17,244	1%
08/15	25,838	2%	377,905	22%	72,212	4%	42,487	2%	22,924	1%
09/15	17,022	2%	186,537	20%	46,517	5%	26,418	3%	12,766	1%
Total	\$ 194,144	2%	\$ 1,604,656	18%	\$ 529,287	6%	\$ 281,149	3%	\$ 155,166	2%

	Zip Code									
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
Month of Collection									Total Month	% OF 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%
09/15	55	0%	474,168	50%	-	0%		0%	954,684	100%
Total	\$ 2,189	0%	\$ 4,162,126	45%	\$ -	0%	\$ 465	0%	\$ 9,163,671	100%

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

THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2006-2015											
Month Of Collection	For The 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
SEP	AUG	321,341	416,454	422,501	407,425	361,349	494,298	532,823	636,509	736,893	716,012
TOTAL		\$3,661,662	\$3,948,415	\$4,143,120	\$3,998,998	\$3,779,607	\$4,850,526	\$5,369,323	\$5,855,500	\$6,293,313	\$6,872,753

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2006-2015									
Month Of Collection	For The Month Of	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
OCT	SEP	\$100,760	\$81,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	\$132,767	\$128,403	\$147,423
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
SEP	AUG	107,114	138,818	140,834	135,808	120,450	164,766	177,608	212,170	245,631	238,671
TOTAL		\$1,214,769	\$1,316,138	\$1,381,040	\$1,332,999	\$1,259,869	\$1,616,842	\$1,789,774	\$1,951,833	\$2,097,771	\$2,290,918



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-9187

Clerk & Comptroller's Report 13. 2.

BCC Regular Meeting

Consent

Meeting Date: 10/22/2015

Issue: September 2015 Investment Report

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the September 30, 2015 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended September 30, 2015, as required by Ordinance Number 95-13; on September 30, 2015, the portfolio market value was \$243,728,596 and portfolio earnings totaled \$124,042 for the month; the short-term portfolio yield was 0.23%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.16%; the enhanced cash portfolio achieved a yield of 0.68%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.36%; the long-term CORE portfolio achieved a yield of 1.22%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.85%.

Attachments

September 2015 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

INVESTMENT PORTFOLIO SUMMARY REPORT

FISCAL YEAR 2014-2015

September 30, 2015



Prepared by:

Pam Childers

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



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2014-2015
September 30, 2015

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	August 31, 2015	September 30, 2015
Bank Accounts	\$ 23,372,736	\$ 17,047,768
Money Market Accounts	55,283,738	45,794,521
State Board of Administration	42,350,389	42,359,028
Certificates of Deposit	10,000,000	10,000,000
Money Market Mutual Fund	229,146	319,894
U.S. Treasury Bond/Notes	40,622,801	41,997,558
Federal Agency Bond/Note	44,534,564	43,587,498
Municipal Bonds	5,462,096	5,480,296
Corporate Notes	24,507,668	24,570,541
Commercial Paper	12,569,758	12,571,492
Total Portfolio Assets:	\$ 258,932,896	\$ 243,728,596
Current Month Earnings:	\$ 133,537	\$ 124,042
Fiscal Year to Date Earnings:	\$ 1,601,927	\$ 1,725,969

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	August 31, 2015 September 30, 2015	
	Market Value	Market Value
	\$ 131,006,864	\$ 115,201,317
Short Term Portfolio Yield:	0.22%	0.23%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.14%	0.16%
Fiscal YTD Earnings:	\$ 314,650	\$ 337,565

ENHANCED CASH PORTFOLIO:	August 31, 2015 September 30, 2015	
	Market Value	Market Value
	\$ 40,133,066	\$ 40,222,868
Enhanced Cash Portfolio Yield to Maturity at Cost:	0.68%	0.68%
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:	0.39%	0.36%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.71%	0.61%

Effective Duration (Years)	1.19	1.19
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.79	1.79
Fiscal YTD Earnings:	\$ 169,431	\$ 191,362

LONG TERM CORE PORTFOLIO:	August 31, 2015 September 30, 2015	
	Market Value	Market Value
	\$ 87,792,966	\$ 88,304,410
CORE Portfolio Yield to Maturity at Cost:	1.20%	1.22%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.97%	0.85%
CORE Portfolio Total Return:	-0.06%	0.52%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	-0.02%	0.53%
Effective Duration (Years)	2.49	2.51
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.60	2.64

Fiscal YTD Earnings:	\$ 1,117,846	\$ 1,197,042
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ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2014-2015
September 30, 2015

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	\$ 17,047,768	14.8%
Money Market Accounts	45,794,521	39.8%
Certificates of Deposit	10,000,000	8.7%
State Board of Administration	42,359,028	36.8%
Total Short Term Portfolio Assets:	\$ 115,201,317	100.0%

Short Term Portfolio Credit Quality

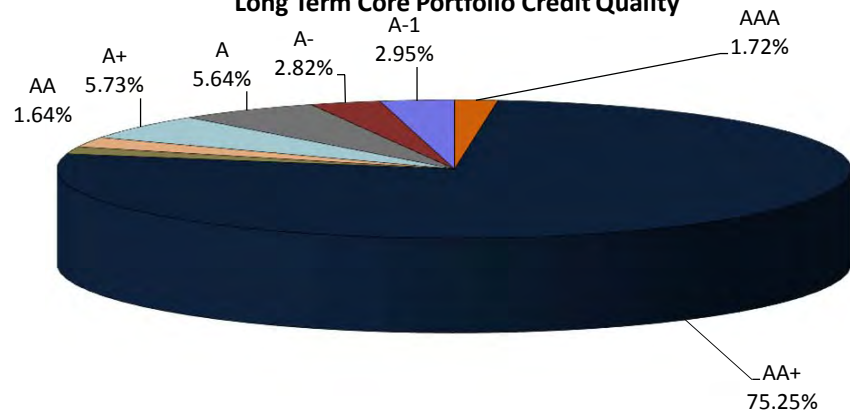


LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 37,488,684	42.5%
Federal Agency Bond / Note	25,542,089	28.9%
Municipal Obligations	5,480,296	6.2%
Commercial Paper	2,596,586	2.9%
Corporate Note	17,040,081	19.3%
Money Market Mutual Fund - Federated Government	156,674	0.2%
Total Long Term Core Portfolio Assets:	\$ 88,304,410	100.0%

Long Term Core Portfolio Credit Quality

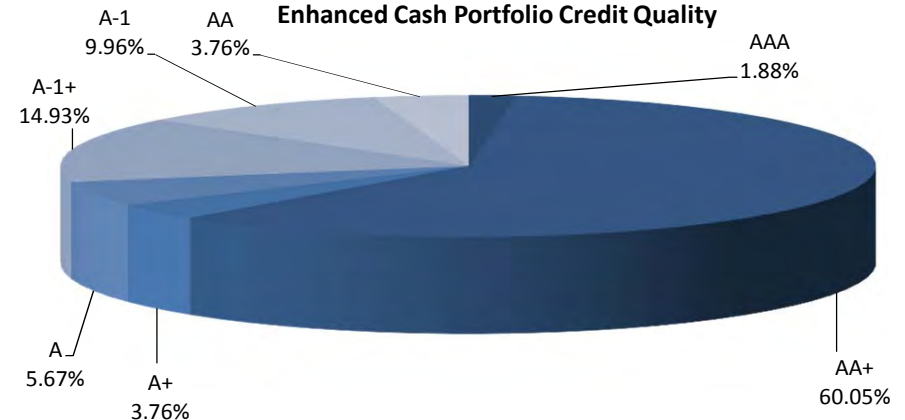


ENHANCED CASH INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 4,508,874	11.2%
Federal Agency Bond / Note	18,045,409	44.9%
Corporate Note	7,530,461	18.7%
Commercial Paper	9,974,906	24.8%
Money Market Mutual Fund - Federated Government	163,220	0.4%
Total Enhanced Cash Portfolio Assets:	\$ 40,222,868	100.0%

Enhanced Cash Portfolio Credit Quality





ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2014-2015
September 30, 2015

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 42,359,028	17.4%	25%	Yes
United States Treasury Securities	41,997,558	17.2%	100%	Yes
Federal Instrumentalities	43,587,498	17.9%	100%	Yes
Certificates of Deposit	10,000,000	4.1%	20%	Yes
Savings Accounts	45,794,521	18.8%	100%	Yes
Commercial Paper	12,571,492	5.2%	25%	Yes
Corporate Notes	24,570,541	10.1%	20%	Yes
State and/or Local Government Debt	5,480,296	2.2%	25%	Yes
Bank Accounts - Bank of America	17,047,768	7.0%	100%	Yes
Money Market Mutual Fund	319,894	0.1%	50%	Yes
Total Investment Holdings	\$ 243,728,596	100.0%		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	2,487,330	1.0%	5%	Yes
American Honda Finance	903,027	0.4%	5%	Yes
Apple Inc. Corporate Notes	750,204	0.3%	5%	Yes
Bank Accounts - Bank of America	17,047,768	7.0%	100%	Yes
Bank of New York Mellon Corporate Notes	1,996,026	0.8%	5%	Yes
Bank of Tokyo Commercial Paper	1,995,649	0.8%	10%	Yes
BNP Paribas	2,596,586	1.1%	5%	Yes
Calleguas Water District, CA REV Bond	1,512,360	0.6%	10%	Yes
Caterpillar Corporate Notes	752,321	0.3%	5%	Yes
Cisco Systems Inc.	2,014,570	0.8%	5%	Yes
City of New York	1,725,840	0.7%	10%	Yes
Chevron Corporation Corp Notes	752,690	0.3%	5%	Yes
Coca-Cola Co. Commercial Paper	1,996,600	0.8%	10%	Yes
Exxon Mobil Corporate Notes	751,953	0.3%	5%	Yes
Federal Farm Credit Bank	6,519,542	2.7%	5%	Yes
Federal Home Loan Bank (FHLB)	8,668,222	3.6%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	11,904,780	4.9%	25%	Yes
Federal National Mortgage Association (FNMA)	16,494,953	6.8%	25%	Yes
Fidelity Institutional Government MMF	319,894	0.1%	25%	Yes
Florida Prime (SBA)	42,359,028	17.4%	25%	Yes
General Electric Corporate Notes	3,264,366	1.3%	5%	Yes
Hancock Bank	22,564,394	9.3%	10%	Yes
HSBC Holdings PLC	997,263	0.4%	5%	Yes
John Deere Corporate Notes	758,584	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	2,753,697	1.1%	5%	Yes
Merk & Co Corporate Notes	751,151	0.3%	5%	Yes



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2014-2015
September 30, 2015

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Mississippi State	763,840	0.3%	10%	Yes
PACCAR Financial Corp Notes	750,842	0.3%	5%	Yes
Pepsico, Inc.	1,977,939	0.8%	5%	Yes
Servisfirst Bank	22,663,217	9.3%	10%	Yes
State of Connecticut	684,610	0.3%	10%	Yes
Sumitomo Mitsui Trust NY Commercial Paper	1,995,832	0.8%	10%	Yes
Summit Bank Money Market Account	10,566,910	4.3%	10%	Yes
Toronto Dominion HDG USA Commercial Paper	1,992,704	0.8%	10%	Yes
Toyota Motor Credit Commercial Paper	1,994,121	0.8%	10%	Yes
United States Treasury Securities	41,997,558	17.2%	100%	Yes
University of WA Taxable Revenue Bonds	793,646	0.3%	10%	Yes
Wells Fargo & Company Corporate Notes	2,908,579	1.2%	5%	Yes
Total Investment Holdings	\$ 243,728,596	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-9224

Clerk & Comptroller's Report 13. 3.

BCC Regular Meeting

Consent

Meeting Date: 10/22/2015

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 October 8, 2015;
- B. Approve the Minutes of the Attorney-Client Session held October 8, 2015; and
- C. Approve the Minutes of the Regular Board Meeting held October 8, 2015.

Attachments

20151008 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD OCTOBER 8, 2015
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:01 a.m. – 10:49 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
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Sharon Harrell, Manager, Financial Reporting/Grants, Clerk & Comptroller's Office
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda for the October 8, 2015, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC agenda and County Attorney Rogers reviewed the recommendation for the 5:31 p.m. Public Hearing;
 - B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report (CAR); and
 - E. County Attorney Rogers reviewed the County Attorney's Report.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9194

Growth Management Report 13. 1.

BCC Regular Meeting

Public Hearing

Meeting Date: 10/22/2015

Issue: 5:46 p.m. - A Public Hearing Concerning an Ordinance Amending Comprehensive Plan, Chapter 9, Housing Element, Objective 1.6

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning an Ordinance Amending Comprehensive Plan Chapter 9, Housing Element, Objective 1.6

That the Board of County Commissioners (BCC) take the following actions concerning an Ordinance amending Comprehensive Plan, Chapter 9, Housing Element, Objective 1.6:

A. Rescind its previous action of June 2, 2015, adopting Ordinance 2015-17, by repealing the ordinance amending Part II of the Escambia County Comprehensive Plan, Chapter 9, Housing Element, Objective 1.6, Housing Programs, removing references to the Neighborhood Enterprise Foundation and providing for affordable housing assistance; and

B. Review and approve for transmittal to the Department of Economic Opportunity (DEO) an Ordinance amending Part II of the Escambia County Comprehensive Plan, Chapter 9, Housing Element, Objective 1.6, Housing Programs, removing references to the Neighborhood Enterprise Foundation and providing for affordable housing assistance.

This hearing serves as the first of two required public hearings before the BCC as set forth in Section 2-7.2(a) and F.S. 125.66(4)(b).

BACKGROUND:

These proposed changes are being made to reflect housing program text changes.

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 Escambia County Comprehensive Plan 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 w/Legal Review

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA-2015-04 (Housing Element)


Date: 03/17/2015

Date requested back by: 04/09/2015


Requested by: Andrew Holmer

Phone Number: 595-3466

(LEGAL USE ONLY)

Legal Review by Kenna A. Smith 

Date Received: 3/17/15; approval 3/25/15

 Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

Additional comments:
Approved with changes to the title and body as indicated.

ORDINANCE NUMBER 2015-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 9, "HOUSING ELEMENT", OBJECTIVE 1.6 "HOUSING PROGRAMS"; REMOVING REFERENCES TO THE NEIGHBORHOOD ENTERPRISE FOUNDATION AND PROVIDING FOR AFFORDABLE HOUSING ASSISTANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, the Escambia County Board of County Commissioners adopted the Escambia County Comprehensive Plan: 2030 (Comprehensive Plan) on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County.

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

Section 1. Part II of the Escambia County Code of Ordinances, the Comprehensive Plan 2030, Chapter 9, "Housing Element", Objective 1.6 "Housing Programs" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

HOU 1.6.1 Program Information. Escambia County will continue its housing outreach program to assure dissemination of housing information.

HOU 1.6.2 Non-discrimination. Escambia County will enforce its nondiscrimination policies and provisions so as to ensure access to housing opportunities by all segments of the County's population.

HOU 1.6.3 Low-interest Mortgage Loans. Escambia County will cooperate with appropriate local, state, and federal agencies to facilitate bond-backed low-interest mortgage loans for homes purchases by qualified individuals of families.

HOU 1.6.4 Housing Finance Authority. Escambia County will participate with the Escambia County Housing Finance Authority (HFA) in the issuance of bonds to provide low interest mortgage loans for home purchases by qualified families.

~~**HOU 1.6.5 Neighborhood Enterprise Foundation Reports.** Escambia County shall receive, review and respond to the annual reports produced by NEFI as such reports relate to this comprehensive plan and/or the provision of safe, sanitary and affordable~~

BCC: 10-22-15

Re: CPA 2015-04 Housing Element

Draft 1

1 ~~housing for all citizens of Escambia County.~~

2
3 HOU 1.6.65 **State and Federal Assistance.** Escambia County will participate in
4 affordable housing programs as made available by the state, federal, or other
5 appropriate agencies.

6
7 HOU 1.6.76 **Neighborhood Enterprise Division Foundation.** Escambia County shall
8 provide ~~assistance, through NEFI to provide~~ affordable homeownership and home
9 repair assistance opportunities for moderate, low and very-low income homebuyers-
10 and homeowners.

11
12 HOU 1.6.87 **SHIP Fund Initiatives.** Escambia County will use State Housing Initiatives
13 Partnership (SHIP) Program funds to expand and/or enhance ongoing activities
14 designed to develop new affordable housing initiatives conforming to the statutory
15 requirements of Florida Statutes.

16
17
18 **Section 2. Severability.**

19
20 If any section, sentence, clause or phrase of this ordinance is held to be invalid
21 or unconstitutional by a court of competent jurisdiction, the holding shall in no way affect
22 the validity of the remaining portions of this ordinance.

23
24 **Section 3. Inclusion in the code.**

25
26 The Board of County Commissioners intends that the provisions of this ordinance
27 will be codified as required by Section 125.68, Florida Statutes, and that the sections of
28 this ordinance may be renumbered or relettered and the word "ordinance" may be
29 changed to "section," "article," or such other appropriate word or phrase in order to
30 accomplish its intentions.

31
32
33
34
35
36 **INTENTIONALLY LEFT BLANK**

1 **Section 4. Effective date.**

2
3 Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this ordinance shall not
4 become effective until 31 days after the Department of Economic Opportunity notifies
5 Escambia County that the plan amendment package is complete. If timely challenged,
6 this ordinance shall not become effective until the Department of Economic Opportunity
7 or the Administration Commission enters a final order determining the ordinance to be in
8 compliance.
9

10 DONE AND ENACTED this ____ day of _____, 2015.

11
12 BOARD OF COUNTY COMMISSIONERS
13 ESCAMBIA COUNTY, FLORIDA
14

15
16 By: _____
17 Steven Barry, Chairman
18

19 ATTEST: Pam Childers
20 Clerk of the Circuit Court
21

22 By: _____ Date Executed: _____
23 Deputy Clerk
24

25 (SEAL)
26

27 ENACTED:
28

29 FILED WITH THE DEPARTMENT OF STATE:
30

31 EFFECTIVE DATE:
32



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9201

Growth Management Report 13. 1.

BCC Regular Meeting

Consent

Meeting Date: 10/22/2015

Issue: Schedule of Public Hearings

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, November 5, 2015

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

B. 5:48 p.m. - A Public Hearing - Remove Minimum Lot Size Requirement Ordinance

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9172

County Administrator's Report 13. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/22/2015

Issue: Community Redevelopment Agency Meeting Minutes, September 24, 2015

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 24, 2015 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the September 24, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On October 22, 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:

Neighborhood and Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no Implementation or Coordination tasks associated with this recommendation.

Attachments

CRA Sept Min_Oct2015



**MINUTES
COMMUNITY REDEVELOPMENT AGENCY
September 24, 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 - Out of the Chambers
Wilson Robertson, Commissioner, District 1
Doug Underhill, Commissioner, District 2
Grover Robinson, IV, Commissioner, District 4
Steven Barry, Commissioner, District 5 - Chairman

Staff Present: Jack R. Brown, County Administrator
Keith Wilkins, Department Director
Alison Rogers, County Attorney
Clara Long, Division Manager
Melanie Johnson, Administrative Assistant
Tonya Gant, Department Director

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.

I. Public Forum

II. Technical/Public Service

- 1 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 4 Grover Robinson, IV Commissioner May ~ Out of Chambers

Vote: 4 - 0 - Unanimously

2 Recommendation Concerning to Schedule and Advertise a Public Hearing to Adopt an Ordinance Repealing the Enterprise Zone Development Agency (EZDA) Board - 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 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.

Motion made by Commissioner, District 1 Wilson Robertson, Seconded by Commissioner, District 4 Grover Robinson, IV Commissioner May ~ Out of Chambers

Vote: 4 - 0 - Unanimously

3 Recommendation Concerning to Schedule and Advertise 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.

Motion made by Commissioner, District 1 Wilson Robertson, Seconded by Commissioner, District 4 Grover Robinson, IV Commissioner May ~ Out of Chambers

Vote: 4 - 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 accept the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve 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 370115, 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. 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 2 Doug Underhill Commissioner May ~ Return to the Chambers

Vote: 5 - 0 - Unanimously

2 Recommendation Concerning the Cancellation of three Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the three cancellations of the Residential Rehab Grant Program Liens:

A. Approve 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. Authorize the Chairman to execute the Cancellation of Lien documents.

Motion made by Commissioner, District 1 Wilson Robertson, Seconded by Commissioner, District 2 Doug Underhill Commissioner May ~ Returns to the Chambers

Vote: 5 - 0 - Unanimously

IV. Discussion/Information Items:

Recommendations and Concerns from the Commissioners for the future of the CRA dept will be addressed at the next upcoming meetings.

Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9150

County Administrator's Report 13. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/22/2015

Issue: Request for Disposition of Property

From: Robert Dye, Division Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Surplus Property for the Risk Management Office - Robert Dye, Manager, Risk Management Office

That the Board approve the Request for Disposition Form for the Risk Management Office, for the property described and listed on the Disposition Form, with reason for disposal 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 has been checked, declared to be obsolete and/or of no use to the County and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 247.07 and BCC Policy Section II, Part B.1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposition Form

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Risk Management

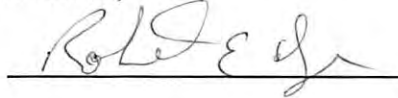
COST CENTER NO: 140833

Robert E. Dye

DATE: 10/5/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No: 595-4765

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	057943	Sharp Fax Machine	85038054	ARM257	2008	Poor

Disposal Comments: Broken and not cost effective to repair due to age of fax machine.

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: ☐ Dispose-Good Condition-Unusable for BOCC

☐ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: Information Technology Technician Signature:

Date: 10/5/15

FROM: Escambia County Department Director (Signature):



Director (Print Name):

Amy Lovoy, Assistant County Administrator

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

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



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9154

County Administrator's Report 13. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/22/2015

Issue: 5:31 p.m. Public Hearing Request to Adopt the Uniform Method of Collection Resolution

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing for Adopting the Uniform Method of Collection for Non-Ad Valorem Special Assessments Resolution - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on December 10, 2015, at 5:31 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

BACKGROUND:

The Uniform Method of Collection as authorized in Florida Statute 197.3632 provides that the County adopt a Resolution prior to January 1 or if the Property Appraiser and Tax Collector agree, March 1. The Resolution must be advertised four (4) consecutive weeks in a newspaper of general circulation, and this will happen during November 2015. The Uniform Method of Collection of the Municipal Services Benefit Unit (MSBU) assessments will increase the collection of the assessments and reduce the administrative costs by eliminating duplicated preparation and mailing of tax notices.

Prior to the assessment of the non-ad valorem assessments under the Uniform Method, the following steps must take place:

1. Public Hearing to adopt the Uniform Method by Resolution
2. Agreements are approved with the Tax Collector and Property Appraiser's Office.
3. First class notices mailed to each affected property owner notifying them of a new assessment to be levied and the place and time of a public hearing to be held between June 1 and September 15.
4. Public Hearing is held by the Board to adopt the MSBU assessment roll.
5. Assessment roll is transmitted to the Tax Collector's Office for billing.

BUDGETARY IMPACT:

This Resolution for the Uniform Method of Collection will apply to Non-Ad Valorem Special Assessments to be collected in Fiscal Year 2016/2017.

LEGAL CONSIDERATIONS/SIGN-OFF:

Compliance with Florida Statute 197.3632.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Non-Ad Valorem Special Assessments will be consolidated with the Ad Valorem Property Tax Bills issued by the Tax Collector and will be subject to the tax lien process if not paid by March 31.

IMPLEMENTATION/COORDINATION:

1. By June 1, the Property Appraiser provides the tax parcel information to the County.
2. Twenty (20) days prior to the public hearing to adopt the assessment roll, the County must advertise in the
newspaper the boundaries of the assessment districts and notice of the public hearing to adopt the assessment roll
by first class mail to the affected property owners when the assessment is collected under the uniform method for
the first time.
3. The County must hold a public hearing to adopt the assessment roll no later than September 15.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9149

County Administrator's Report 13. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/22/2015

Issue: 5:32 p.m. Public Hearing Request for Fiscal Year 2015/2016
Re-budgets

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for Re-budgeting Ongoing Grant and Project Funding - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on November 5, 2015, at 5:32 p.m., concerning re-budgeting ongoing Grant and Project funding that will amend the Fiscal Year 2015/2016 Budget and appropriate these funds for those related ongoing Grants and Projects.

BACKGROUND:

Re-budgets are funds for grants and projects that were approved in FY2014/15 or earlier, but since the associated projects were not completed, the funding must be brought forward in the FY2015/16 Budget, so the grants and project expenditures can be completed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9140

County Administrator's Report 13. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/22/2015

Issue: Schedule a Public Hearing to Consider the Petition to Vacate a Portion of an Unimproved Right-of-Way in National Land Sales Company Subdivision

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

Organization: Public Works

CAO Approval: Jack R. Brown

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of an Unimproved Right-of-Way in the National Land Sales Company Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for November 17, 2015, at 9:01 a.m., to consider the Petition to Vacate a portion of an unimproved right-of-way in the National Land Sales Company Subdivision (30 feet x 1,317.45 feet or 0.90 acres), as petitioned by The Busbee Limited Partnership, and Murphy J. Jacob and Jan Jacob Graham, Trustees of the Murphy J. Jacob Revocable Trust Agreement, dated April 18, 2006.

BACKGROUND:

Petitioners own property on both sides of the 30' wide unimproved right-of-way, shown on the Plat of the National Land Sales Company subdivision, and recorded in Plat Deed Book 102 at Page 600 of the Official Records of Escambia County, Florida. The National Land Sales Subdivision is located north of State Highway 90A (West Nine Mile Road) and west of Tower Ridge Road in the Beulah area. The petitioner is requesting that the Board vacate any interest the County has in the 30-foot wide right-of-way (30 feet by 1317.45 feet or 0.90 acres) abutting the boundaries of Petitioner's property. Staff has made no representations to the Petitioners or the Petitioners' agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objection to the vacation. All utility companies concerned have been contacted and have no objections to the requested vacation. No one will be denied access to his or her property as a result of this vacation.

Meeting in regular session on August 20, 2015 the Board approved the petition to

vacate this right-of-way, but the petitioner or petitioner's agent failed to publish the Notice of Adoption of Resolution within the thirty day time frame after Board approval of the adoption of the resolution. This is a requirement mandated by Florida Statutes, Chapter 336, so the petitioner is required to resubmit the Petition to Vacate. The requirement to publish the Notice of Adoption is included in the instructions within the petition package and reiterated in a letter sent to the petitioner or petitioner's agent by the Clerk of the Court's office upon adoption of the resolution by the Board.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all owners of property within 500 feet will be notified.

Staff has been in contact with Kerry Anne Shultz, Esq., (Petitioners' Agent). It is the responsibility of the Petitioners or Petitioners' Agent to advertise the Notice of Public Hearing.

Attachments

Petition

Plat Deed Book 102 Page 600

Aerial Map-Exhibit A

**PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS,
RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES
USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR
PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF,
TO RENOUNCE AND DISCLAIM ANY RIGHT
OF THE COUNTY AND THE PUBLIC
IN AND TO SAID LANDS.**

Petitioners, hereby file this Petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a Right of Way in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A," and further state as follows:

1. That the Petitioners, Murphy J. Jacob and Jan Jacob Graham, Trustees of the Murphy J. Jacob Revocable Trust Agreement dated April 18, 2006, and The Busbee Limited Partnership presently own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

THAT PORTION OF THE 30' RIGHT OF WAY AS SHOWN ON THE NATIONAL LAND SALES COMPANY'S SUBDIVISION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST AND THE SOUTH 160 ACRES OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 32 WEST, AS RECORDED IN DEED BOOK 102, AT PAGE 600 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING WEST OF BLOCK 3, EAST OF BLOCK 4, AND BEING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 5 OF SAID BLOCK 4 AND NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 8 OF SAID BLOCK 4 OF THE ABOVE SAID NATIONAL LAND SALES COMPANY'S SUBDIVISION.

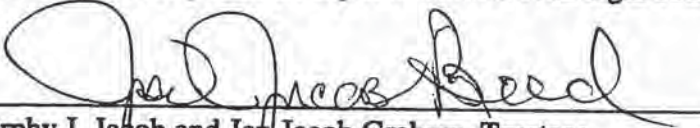
LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA.

2. That the Petitioners, Murphy J. Jacob and Jan Jacob Graham, Trustees of the Murphy J. Jacob Revocable Trust Agreement dated April 18, 2006 The Busbee Limited Partnership desire that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section 1, Township 1 South, Range 32 West and recorded in Book 102, at Page 600 of the public records of Escambia County, Florida.
3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, Petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioners acknowledge that:

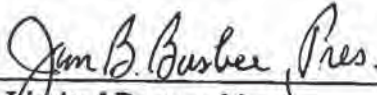
Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interest party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.



Murphy J. Jacob and Jan Jacob Graham, Trustees
of the Murphy J. Jacob Revocable Trust Agreement
dated April 18, 2006

Address: 1005 Potomac Drive, Pensacola, Florida 32505
Phone Number: 850-324-5460

Agent: Kerry Anne Schultz, Esq.
2045 Fountain Professional Court, Suite A
Navarre, Florida 32566
850-939-3535



The Busbee Limited Partnership

Address: 1 South A Street, Suite 104, Pensacola, Florida 32501
Phone Number: 850-469-1000

Agent: Kerry Anne Schultz, Esq.
2045 Fountain Professional Court, Suite A
Navarre, Florida 32566
850-939-3535

Date: 10/05/2015

The National Land Sales Company's Subdivision of
 SECTION 1 TOWNSHIP 1 SOUTH RANGE 32 WEST
 And The South 160 Acres of
 SECTION 36 TOWNSHIP 1 NORTH RANGE 32 WEST
 ESCAMBIA COUNTY, FLORIDA.
Frank J. Jerratt, Civil Engineer.
 November, 1924.
 Scale 1"=400'

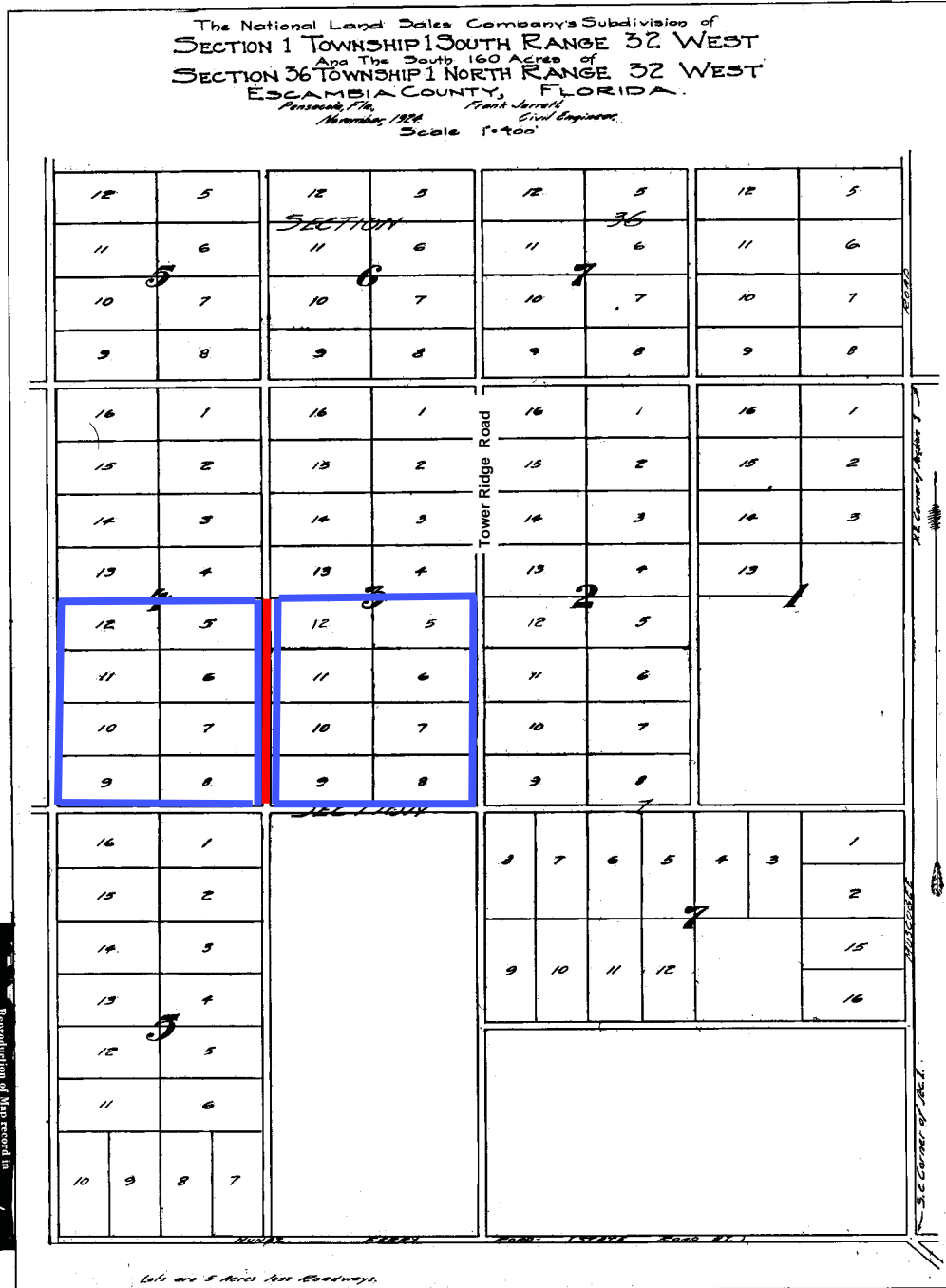


PETITIONER'S
 PROPERTY



PORTION OF R/W
 REQUESTED TO BE
 VACATED

DEED BOOK 102 AT PAGE 600
 Clerk Circuit Court
 Date: March 15, 1903
 Scale:
 Reproduction of Map record in
 DEED BOOK 102 AT PAGE 600



REQUEST TO VACATE UNIMPROVED RIGHT-OF-WAY / NATIONAL LAND SALES PLAT DEED BOOK 102 PAGE 600
PETITIONERS: BUSBEE LIMITED PARTNERSHIP & MURPHY J. JACOB and JAN JACOB GRAHAM, TRUSTEES OF
THE MURPHY J. JACOB REVOCABLE TRUST AGREEMENT DATED APRIL 18, 2006

Exhibit "A"



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 07/08/15 DISTRICT 1



PETITIONER'S PROPERTY



PORTION OF 30' WIDE UNIMPROVED R/W REQUESTED TO BE VACATED
NATIONAL LAND SALES COMPANY SUBDIVISION



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8954

County Administrator's Report 13. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/22/2015

Issue: Donation of Equipment to the School Board of Escambia County, Florida

From: Judy Witterstaeter, Program Coordinator

Organization: Escambia County Health Department

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Donation of Equipment to the School Board of Escambia County - John J. Lanza, MD, PhD, MPH, FAAP, Director, Florida Department of Health, Escambia County Health Department

That the Board adopt the Resolution authorizing the conveyance of tangible personal property to the School Board of Escambia County, Florida, for use at the Escambia County, Florida, schools for the purpose of student health screenings. The donated equipment will be received by the School Board "as is" with no expectation of technical or maintenance support from Escambia County.

BACKGROUND:

The Florida Department of Health in Escambia County purchased screening equipment for use in Escambia County Florida schools. A copy of the disposal recommendation is attached, along with the Resolution.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Office prepared and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is required in accordance with Sections 274.06 and 125.38, Florida Statutes.

IMPLEMENTATION/COORDINATION:

The Florida Department of Health Information Technology
Department will coordinate the donation of the equipment to The School District of
Escambia County Florida.

Attachments

Disposition Sept 3 2015

Resolution for Donation

8746

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Escambia County Health Department COST CENTER NO: 3603014

Linda Moyer

DATE: August 3, 2015

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Linda Moyer

Phone No: 850-595-6500 ext 1010

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	62086	SURESIGHT VISION SCREENER	201500053	14000	2015	excellent
Y	62085	SURESIGHT VISION SCREENER	201500051	14000	2015	excellent
Y	58535	POWEREDGE 2850 SERVER	8VWCPL1	POWEREDGE 2850	2010	GOOD

Disposal Comments: Request for disposition of property purchased by Dept of Health for use by Escambia County School District. Equipment will be donated to the Escambia County School District after the disposition request is approved.

INFORMATION TECHNOLOGY (IT Technician): Rudy Lopez

Print Name

Conditions: ☒ Dispose-Good Condition-Unusable for BOCC
☐ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 8/3/2015 Information Technology Technician Signature: *R. Lopez*

Date: 08.26.15

FROM: Escambia County Department Director (Signature): *John J. Larza*

Director (Print Name): John J. Larza, MD, PhD, MPH, FAAP, Director

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 9/3/2015

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

September 3, 2015
Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) *Pam Childers*

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

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

rev. sh 11.19.13

Date: 9/15/2015 Verified By: J. Larza



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8746

County Administrator's Report 10. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/03/2015

Issue: Request for Disposition of Property

From: Judy Witterstaeter, Program Coordinator

Organization: Escambia County Health Department

CAO Approval: *RT for JB*

RECOMMENDATION:

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

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

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Disposition School dist

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Escambia County Health Department COST CENTER NO: 3603014

Linda Moyer DATE: August 3, 2015

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Linda Moyer Phone No: 850-595-6500 ext 1010

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	62086	SURESIGHT VISION SCREENER	201500053	14000	2015	excellent
Y	62085	SURESIGHT VISION SCREENER	201500051	14000	2015	excellent
Y	58535	POWEREDGE 2850 SERVER	8VWCPL1	POWEREDGE 2850	2010	GOOD

Disposal Comments: Request for disposition of property purchased by Dept of Health for use by Escambia County School District. Equipment will be donated to the Escambia County School District after the disposition request is approved.

INFORMATION TECHNOLOGY (IT Technician): Rudy Lopez

Print Name

Conditions: X Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 8/3/2015 Information Technology Technician Signature: [Signature]

Date: 8/26/15
FROM: Escambia County Department Director (Signature): [Signature]

Director (Print Name): John J. Larza, MD, PhD, MPH, FAAP, Director

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

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

RESOLUTION NUMBER R2015-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF TANGIBLE PERSONAL PROPERTY TO THE SCHOOL BOARD OF ESCAMBIA COUNTY FOR USE IN ITS SCHOOL HEALTH PROGRAM, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of certain vision screening equipment (Property) more particularly described in the attached property disposition form; and

WHEREAS, the School Board of Escambia County (School Board) has requested that the County convey the Property to it for use in its school health program; and

WHEREAS, the Board of County Commissioners has determined that the Property, the value of which is estimated to be under \$5,000 each, it is not needed for County purposes and that it is in the best interest of the County to convey the Property to the School Board under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to the School Board is authorized pursuant to Section 274.06, Florida Statutes;

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The Property shall be donated by the County to the School Board for no consideration and with all other costs associated with accepting the Property being borne by the School Board.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2015.

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

Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.

By

Title

Date

[Signature]
Asst. County Attorney
Oct. 2, 2015



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9072

County Administrator's Report 13. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/22/2015

Issue: EMS Certificates of Public Convenience and Necessity

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Certificates of Public Convenience and Necessity for the Provision of Advanced Life Support and/or Basic Life Support Services in Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning Certificates of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support services in Escambia County, Florida, with noted limitations, to Atmore Ambulance, Inc., Escambia County Public Safety Department, Lifeguard Ambulance Services of Florida, LLC, Rocky Mountain Holdings, LLC, dba Air Methods Corporation, and Sacred Heart Children's Hospital, effective January 1, 2016, through December 31, 2016; and

B. Authorize the Chairman to execute the Certificate of Public Convenience and Necessity for each Agency.

BACKGROUND:

In accordance with Florida Statutes, Chapter 401 and County Ordinance 2009-37, emergency medical service providers in Escambia County are required to obtain a Certificate of Public Convenience and Necessity from the Escambia County Board of County Commissioners prior to providing Advanced Life Support (ALS) or Basic Life Support (BLS) service. Atmore Ambulance Service, Inc., Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, Rocky Mountain Holdings, LLC, dba Air Methods Corporation, and Sacred Heart Children's Hospital Neonatal and Pediatric Transport Van currently hold a Certificate of Public Convenience and Necessity and have requested renewal. Ordinance 2009-37 authorizes the Board to issue renewals of the certificates when such are found to be of public convenience and necessity.

Following are descriptions of the five providers, the unique service each offers which

provides public convenience and necessity, and their coverage area within the county:

1. Atmore Ambulance, Inc. provides ALS services to the portions of Escambia County served by the Davisville and Walnut Hill telephone extensions. It also provides BLS non-emergency transports to all of Escambia County.
2. Escambia County Public Safety Department provides ALS ground response to the entire County to include all ALS and BLS transfers.
3. Lifeguard Ambulance Service of Florida, LLC provides ambulance ground transportation for patients between their aircraft and Pensacola hospitals, as well as provides out-of-county ambulance transports in support of its air operations. It also provides BLS non-emergency transports to all of Escambia County.
4. Rocky Mountain Holdings, LLC dba Air Methods Corporation provides ALS air response transportation to the entire area of Escambia County. Air Methods is a support agency to Escambia County Public Safety/EMS and is primarily used for rapid response and transportation of critically ill or injured patients.
5. Sacred Heart Children's Hospital provides ALS response and transportation of critically ill neonatal (newborn infants) and pediatric cases in the entire area of Escambia County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statutes, Chapter 401 and County Ordinance 2009-37.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

all certificates

PUBLIC SAFETY BUREAU
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Escambia County Public Safety Department has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Non Transport and ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2016

Date of Expiration December 31, 2016
(Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: To include all ALS and BLS transfers

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Steven Barry, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Rocky Mountain Holdings, LLC, dba Air Methods Corporation has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate.
(BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2016

Date of Expiration December 31, 2016

Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County SPECIAL CONDITIONS: Will respond to calls when requested by Escambia County Communications Dispatch or Emergency Medical Services on-scene paramedic or as listed in special operating procedures agreed to by Escambia County Emergency Medical Services and Air Methods Corporation.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Steven Barry, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Lifeguard Ambulance Service of Florida, LLC. has requested authorization to provide

Advanced Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2016

Date of Expiration December 31, 2016
(Unless certificate is sooner revoked or suspended)

Limitations: Provide ambulance ground transportation under this limited Certificate of Public Convenience and Necessity for patients between their aircraft and Pensacola hospitals as well as provide out of county ambulance transports in support of its air operations.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Steven Barry, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Lifeguard Ambulance Service of Florida, LLC. has requested authorization to provide
Basic Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to
the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the
requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter
10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a
Certificate of Public Convenience and Necessity to said Company to provide BLS Transport
services with limitations as prescribed on this certificate. (BLS, ALS-transport,
ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered
recommendations of affected municipalities.

Date Issued January 1, 2016

Date of Expiration December 31, 2016
(Unless certificate is sooner revoked or
suspended)

Limitations: Non-emergency transports only.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Steven Barry, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Atmore Ambulance, Inc. has requested authorization to provide
Advanced Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services
to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the
requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter
10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a
Certificate of Public Convenience and Necessity to said Company to provide ALS
Transport services with limitations as prescribed on this certificate. (BLS, ALS-
transport, ALS
non-transport)

In issuing this certificate, the governing body of Escambia County has considered
recommendations of affected municipalities.

Date Issued January 1, 2016

Date of Expiration December 31, 2016
Unless certificate is sooner revoked or
suspended)

Limitations: JURISDICTION: Provide Advanced Life Support services to the portions of
Escambia County served by the Davisville and Walnut Hill telephone extensions.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Steven Barry, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Atmore Ambulance, Inc. has requested authorization to provide
Basic Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services
to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the
requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter
10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a
Certificate of Public Convenience and Necessity to said Company to provide BLS Transport
services with limitations as prescribed on this certificate. (BLS, ALS-transport,
ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered
recommendations of affected municipalities.

Date Issued January 1, 2016

Date of Expiration December 31, 2016
Unless certificate is sooner revoked or
suspended)

Limitations: Non-emergency transports only.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Steven Barry, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Sacred Heart Children's Hospital has requested authorization to provide
Advanced Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services
to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the
requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter
10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a
Certificate of Public Convenience and Necessity to said Company to provide ALS Transport
services with limitations as prescribed on this certificate. (BLS, ALS-transport,
ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered
recommendations of affected municipalities.

Date Issued January 1, 2016

Date of Expiration December 31, 2016
Unless certificate is sooner revoked or
suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: Neonatal and Pediatric Transport Only

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Steven Barry, Chairman

BCC Approved: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9158

County Administrator's Report 13. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/22/2015

Issue: Agreement with Escambia County Fire Rescue and Property Owner, Relating to the use of Acquired Structures for Training Purposes

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement with Escambia County Fire Rescue, Escambia County, Florida and Property Owner, Relating to the use of Acquired Structures for Escambia County Training Purposes

That the Board take the following action concerning the Agreement relating to the use of acquired structures for Escambia County Fire Rescue training purposes:

A. Approve the Agreement between Escambia County Fire Rescue, Escambia County Florida and Property Owner, relating to the use of acquired structures for Escambia County Fire Rescue training purposes; and

B. Authorize the Escambia County Fire Rescue, Fire Chief to sign the Agreement.

BACKGROUND:

The ability to provide training to our personnel is essential to ensure their proficiency and safety. One avenue of training is through the use of acquired structures. The structures can range from residential homes to commercial buildings. At least once a month the ECFR Training Office is contacted by a property owner who is interested in offering their building to the fire department to use for training. Some people would like for the fire department to burn the building down, but due to state regulations it is a near impossible task to accomplish. We do explain there are other types of training we can perform in the structure such as ventilation, forcible entry, search & rescue and hose evolutions. While we do not totally demolish the structure, there is a considerable amount of damage and destruction caused as a result of the training evolutions.

Performance of the training evolutions cited above will cause damage to the structure and has the ability to cause injuries to ECFR personnel. To ensure protection for Escambia County and the property owner would require a formal agreement between the County and the property owner.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Meridith D. Crawford, Assistant County Attorney, reviewed and approved the Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires Board Approval of all Agreements.

IMPLEMENTATION/COORDINATION:

Fire Chief Grace will oversee the implementation upon approval of this Agreement.

Attachments

Fire Rescue Agreement

**AGREEMENT BETWEEN ESCAMBIA COUNTY FIRE RESCUE,
ESCAMBIA COUNTY, FLORIDA AND _____,
PROPERTY OWNER, RELATING TO THE USE OF ACQUIRED
STRUCTURES FOR ESCAMBIA COUNTY FIRE RESCUE TRAINING
PURPOSES**

This Agreement is entered into this ____ day of _____, 201_, by and between Escambia County Fire Rescue, (hereinafter referred to as "ECFR") and _____ (hereinafter referred to as "Owner(s)").

WITNESSETH:

WHEREAS, ECFR desires the use of building(s) scheduled for demolition to assist in the training of ECFR firefighters; and

WHEREAS, _____, is/are the Owner(s) of the property located at _____, Escambia County, Florida (hereinafter referred to as "Subject Property"); and

WHEREAS, the Subject Property, is scheduled to be demolished by the Owner(s); and

WHEREAS, the Owner(s) consent to allow ECFR use of the Subject Property prior to demolition for training purposes; and

WHEREAS, the Owner(s) agree to hold harmless and release ECFR from any and all liability that may arise from ECFR's use of the Subject Property.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein, the ECFR and Owner(s) agree as follows:

1. Recitals. The recitals contained in the preamble to this Agreement are true and correct and incorporated herein by reference.
2. Purpose. The purpose of this agreement is to set forth the terms and conditions whereby the Subject Property may be utilized by ECFR to conduct training exercises prior to demolition of the property by the Owner(s).
3. Responsibilities of the Parties:

A. ECFR:

1. ECFR shall be allowed to use the Subject Property for training purposes from _____ (date) until _____ (date).
2. ECFR will use the Subject Property for various training exercises, including but not limited to, the following: ventilation exercises, cutting holes in the roof,

pulling drywall (ceilings), removal of windows/doors, advancing hose lines into the structure, conducting search and rescue operations, and other such training as deemed necessary by ECFR.

3. ECFR will be responsible for providing insurance coverage and compensation for its personnel conducting training at the Subject Property.
4. ECFR shall provide Owner with a written list of training exercises to be performed on the Subject Property.
5. ECFR shall not be responsible for removing any of the structure upon completion of the training.
6. The Subject Property is provided in "as-is" condition and is expected to sustain significant damage as a result of the training exercises. The Subject Property shall be returned "as-is" following the training exercises. ECFR shall not be responsible for any damage caused to the Subject Property.

B. Owner:

1. The Owner(s) shall be responsible for ensuring that the Subject Property is vacant.
2. The Owner(s) shall be responsible for ensuring that all utilities, to include water, sewer wells, septic tank, and gas lines are disconnected prior to use of the property by ECFR.
3. The Owner(s) verify that the Subject Property is scheduled for demolition on _____ (date) by _____ (demolition contractor).
4. The Owner(s) acknowledge and agree that ECFR will use the Subject Property for various training exercises, including but not limited to, the following: ventilation exercises, cutting holes in the roof, pulling drywall (ceilings), removal of windows/doors, advancing hose lines into the structure, conducting search and rescue operations, and other such training as deemed necessary by ECFR.
5. The Owner(s), at their own expense, agree to fence off the property following completion of training by ECFR.
6. The Owner(s), at their own expense, agree to demolish all structures on the property following completion of training by ECFR.
7. The Owner(s) acknowledge and agree that the Subject Property may sustain significant damage and further agree to hold ECFR harmless for all damages sustained.
8. The Owner(s) acknowledge and agree that no property rights are conferred by allowing ECFR to use the Subject Property for training exercises prior to scheduled demolition of the Subject Property by the Owner.

4. Liability and Indemnification. Each party shall be liable only for its own acts or omissions. Nothing in this agreement shall extend liability for either party.

5. Hold Harmless. Owner agrees to hold harmless, pay on behalf of, protect, defend, and indemnify ECFR, 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 Subject Property. Owner'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.

6. Entire Agreement; Amendment. This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

7. Records. The parties acknowledge that this agreement and any related financial records, and its 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 any party fails to abide by provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving the party seven days written notice, terminate this agreement.

8. Term. This Agreement shall commence upon the date last executed by the parties herein unless terminated as provided herein.

9. Modification and Termination. This agreement may be cancelled or terminated with or without cause by either party by giving (30) calendar days advance written notice to the other party. Any and all amendments must be made in writing by the parties before becoming effective.

10. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is the subject of this agreement shall be in the County of Escambia.

11. Further Documents. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this agreement.

10. Assignment. This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the parties, without prior written consent of the other party.

11. No Waiver. The failure of either party to insist upon the strict performance of the terms and condition herein 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 by their duly authorized representatives on the respective dates under each signature:

OWNER:

By: _____

Owner: _____

Witness

Date: _____

Witness

ECFR:

By: _____

Pat Grace, Fire Chief

Witness

Date: _____

Witness

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____

M Crawford
9/14/2015



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9114

County Administrator's Report 13. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/22/2015

Issue: Scheduling of Appeal Hearing of a Decision by the Contractor Competency Board on September 2, 2015

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

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of an Appeal Hearing of a Decision by the Contractor Competency Board on September 2, 2015 - Donald R. Mayo, CBO, Building Services Department Director

That the Board approve the scheduling of an Appeal Hearing for November 5, 2015, at 5:33 p.m., to review the Petition for Review of the Contractor Competency Board Decision (made at its September 2, 2015 meeting), as filed by David G. Rademacher, Respondent, in the Complaint No.: COM141100044 - Glenn Olsen vs. David G. Rademacher d/b/a Horizon Sunrooms and Spas, Inc.

BACKGROUND:

The above referenced case is a contractor complaint filed on November 17, 2014, against David G. Rademacher dba Horizon Sunrooms and Spas Inc. Mr. Rademacher is contesting the September 2, 2015 decision of the Contractor Competency Board wherein it found Respondent, David G. Rademacher dba Horizon Sunrooms and Spas Inc., in violation of Section 18-37(c)(1) of the Escambia County Code of Ordinances, *"Disregard or failure to correct building code violations or any municipal or county building codes, ordinances, or laws of the State of Florida ..."*. Based upon the Contractor Competency Board finding, it was ordered that Respondent, David G. Rademacher, be assessed a \$250.00 fine; \$350.00 administrative fees; Respondent be placed on six (6) months probation; a Letter of Reprimand be placed in Respondent's Contractor record; and the Board reserved jurisdiction to order restitution in this matter to Complainant/Homeowner, Glenn Olsen.

Respondent, David G. Rademacher, is seeking an appeal of the Contractor Competency Board's decision on September 2, 2015.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Recommendation is in compliance with the Sec. 18-59, of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Request for Appeal_David G. Rademacher



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

MEMORANDUM

TO: Jack R. Brown, County Administrator

FROM: Pam Childers
Clerk of the Circuit Court & Comptroller

By: 
Liz Carew
Clerk to the Board

DATE: September 22, 2015

RE: Appeal of the Escambia County Contractor Competency Board's Decision in the Case Against David Rademacher d/b/a Horizon Sunrooms & Spas

This is to advise you that on September 21, 2015, the Clerk to the Board's Office received a letter from David Rademacher, d/b/a Horizon Sunrooms & Spas, appealing the Escambia County Contractor Competency Board's September 2, 2015, decision finding Mr. Rademacher in violation of failure to correct a Building Code violation.

In accordance with Chapter 18, Article II, Division 2, Section 18-59(a), of the Escambia County Code of Ordinances, within 20 days of the filing of the Petition, the Board of County Commissioners (BCC) shall issue an order providing for a notice and time of Hearing on the claim of the Petitioner before the BCC at its next regular meeting. A copy of the letter is attached.

Should you require additional information, please contact me by phone at (850) 595-3917 or by email at lcarew@escambiaclerk.com.

LFC/
Attachments

pc: Alison Rogers, County Attorney (with attachments)
Meredith Crawford, Assistant County Attorney (with attachments)
Sue Garrett, Secretary, Contractor Competency Board (with attachments)



Horizon Sunrooms & Spas
1257 West Nine Mile Rd.
Pensacola, Florida 32534
Office 850-969-0697
Fax 850-969-0597

Board of County Commissioners:

9/21/15

I am requesting an appeal review of the Contractor's Competency Board Decision of September 2, 2015 in the case against David Rademacher DBA Horizon Sunrooms & Spas, when I was found in violation of failure to Correct a building code violation, the fine and other penalties assessed to me.

Yours truly.....David Rademacher

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
2015 SEP 21 P 4:43



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9223

County Administrator's Report 13. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/22/2015

Issue: Human Services Appropriations Committee

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Human Services Appropriations Committee - Jack R. Brown, County Administrator

That the Board appoint Ms. Megan N. Walters to the Human Services Appropriations Committee, to serve a three-year term, effective October 22, 2015, through October 21, 2018, to replace Dr. Lusharon Wiley, whose appointment term has expired.

No response was received after notice was published on August 14, 2015, and again on September 16, 2015, by General Alert on www.myescambia.com, informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering for appointment to the Human Services Appropriations Committee (HSAC).

Megan Walters was contacted by the District 5 Office to determine her interest in serving on the HSAC; Ms. Walters responded that she is interested in serving.

BACKGROUND:

No response was received after notice was published on August 14, 2015, and again on September 16, 2015, by General Alert on www.myescambia.com, informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering for appointment to the Human Services Appropriations Committee (HSAC).

Megan Walters was contacted by the District 5 Office to determine her interest in serving on the HSAC; Ms. Walters responded that she is interested in serving. Her Resume is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires tht the Board approve all such appointments to

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resume

Megan N. Walters
3520 Perdido Lake Road
Cantonment, Florida 32533
(850) 777-0143
familyofwalters@gmail.com

Objective

To obtain a position that would utilize my experience and education, strengthen the energetic spirit within me, and spurn me on to new accomplishments

Education

*August 2015-
Present*

Columbia Southern University, Orange Beach, Alabama
Emphasis of Study: Bachelors of Science: Organizational Leadership

*May 2010-
Feb 2011*

Columbia Southern University, Orange Beach, Alabama
Emphasis of Study: Associates of Arts: Business

*Jan 2006-
May 2006*

Pensacola Junior College, Pensacola, Florida
Emphasis of Study: Emergency Medical Technician

Experience

*July 2011-
December 2013*

Retail Merchandising Services, Pensacola, Florida
Merchandiser

Work for RMS servicing one Target store weekly or as needed. Stock product, set product to planogram, keep the product area clean and organized and pull damaged product off the sales floor. Also, complete other projects in all areas of the store. Project work varies but typically includes putting stickers on products, auditing planograms, finding defective items, and removing damaged products. Work with little to no supervision; communicate with office via phone, internet, and email.

April 2012-

Promoted to District Coordinator

December 2013

Oversee 28 merchandising Representatives in 35 stores in five states, Ensure assigned reps in the area are merchandising to company standards by traveling, meeting, and talking to service representatives and store team members, Work with service representatives and store team members to resolve any issues, Be the primary trainer for new hires and service representatives, Follow up by phone with stores and service representatives on a weekly/monthly basis, Problem solve store issues as needed, Weekly status calls with Regional Manager .

**December 2004-
May 2008**

**Baptist LifeFlight, Pensacola, Florida
Aeromedical Communications Specialist**

Executed emergency requests for helicopter patient transfer, dispatched the mission and flight followed for three helicopters, ensured that Communications Center policies and procedures were carried out during respective shift and that shift report was given to oncoming dispatcher in order to ensure continuity of communications, worked under general supervision, typically working solo for 12 hour shift, subjected to over 40 hours per week and callback as required, and required to remain on campus immediately before, during and after severe weather and/or disasters.

**April 2006-
May 2008**

**Pensacola Fire Department, Pensacola, Florida
Emergency Fire Dispatcher**

Received emergency telephone calls and directed emergency personnel as needed, questioned and solicited callers to determine priority of emergency call, received and routed non-emergency telephone calls, entered information into Computer Aided Dispatch program, operated TDD system, contacted field units by two way radio and relayed information of incidents, notified other agencies as deemed necessary, monitored emergency warning systems, and maintained radio logs.

Personal

Married female, four children, and good health.

Active volunteer with Guardian Ad Litem Program, Young Marines (Parent Volunteer), Boy Scout Troop #3 (Parent Volunteer), Molino Park Elementary (Parent Volunteer)

Served as Cubscout Committee Secretary (2011-2013), Cubscout Popcorn Fundraising Chair (2011-2013), Cubscout Blue and Gold Banquet Committee Chair (2011-2013), Cubscout Yard Sale Committee Chair (2011-2013), Cubscout Events and Activity Coordinator (2011-2013), Cubscout Equipment Coordinator (2011-2013) for Cubscout Pack Of 50+ scouts and active parents. Serve on School Advisory Council at Molino Park Elementary (since 2011, elected position by peers, 2011-2012 SAC secretary). Former Blocker with Pensacola Roller Gurlz Roller Derby League. Served as PTA Vice President of Fundraising 2008. Worked as temporary employee on 2010 Census. Volunteer Firefighter 1998-2001.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9107

County Administrator's Report 13. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/22/2015

Issue: Post-Employment Restrictions Purchasing Policy PP-046

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning "Post Employment Restrictions" Purchasing Policy Procedure No.: PP-046, for the Purchasing Policy and Procedures Manual - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board adopt Purchasing Policy Procedure No.: PP-046, entitled "Post Employment Restrictions", for the Escambia County Purchasing Procedures Manual, to establish post-employment restrictions for a period of two years following the date of employment.

BACKGROUND:

This policy shall establish post-employment restrictions for former County employees seeking to transact business with the County. The policy was developed as a joint effort of Purchasing and the County Attorney's office. This policy shall apply to all forms of source selection.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The adopted policy will be added to the Purchasing Policy and Procedures manual.

IMPLEMENTATION/COORDINATION:

The policy once adopted will be distributed to County Departments for inclusion in the Purchasing Policies and Procedures Manual.

Attachments

PP-046



Board of County Commissioners
Office of Purchasing
Title: Post Employment Restrictions

Effective Date: 10/22/2015 Supersedes Date:

Procedure No: PP-046

Page No: 1 of 1

I. Purpose

To establish post-employment restrictions for former County employees

II. Scope

This policy shall apply to all methods of source selection.

III. Policy

A former County employee who participated personally and substantially in the preparation of the selection criteria for a solicitation, served as the source selection authority or as a member of the source selection evaluation committee, acted as the administrator of a contract or otherwise served in an advisory capacity in connection with the procurement of a contract while employed with the County shall not be eligible for award of the procurement for two (2) years after separating from County employment. This policy shall also apply to any business entity of which the former County employee is an officer, partner, director, proprietor, or owner of a material interest.

IV. Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9143

County Administrator's Report 13. 12.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/22/2015

Issue: Purchasing Policy PP-060 Source Selection Section VIII Single Source

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchasing Policy Procedure No.: PP-060, Source Selection, Section VIII, Single Source/Non-Competitive Negotiations - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board amend Purchasing Policy Procedure No.: PP-060, Section VIII, "Single Source/Non-Competitive Negotiations", sub section (B), to provide for a mandatory posting on the County website for seven business days of Intended Single Source purchases of \$50,000 or more, to allow for interested suppliers or service providers to make offers. The current Purchasing Policy Procedure No.: PP-060, Section VIII, "Single Source/Non-Competitive Negotiations", does not require the posting on the website prior to approval of the single source/sole source determination.

Single Source/Sole Source means the only existing source of the items which meet the needs of the using department as determined by a reasonably thorough analysis of the marketplace. Purchases from Single Sources/Sole Sources meeting the definition, as provided for in Chapter 46, Article II, Sec. 92 of the Escambia County Code of Ordinances, will be posted on the County Website for seven business days prior to approval of single source determination. This Policy is consistent with the policies and procedures of the State of Florida Department of Management Services and is in accordance with 287.057(5)(c) Florida Statutes.

BACKGROUND:

Single Source/Sole Source means the only existing source of the items which meet the needs of the using department as determined by a reasonably thorough analysis of the marketplace. Purchases from Single Sources/Sole Sources meeting the definition as provided for in Chapter 46, Article II, Sec. 92 will be posted on the County Website for seven (7) business days. This policy is consistent with the policies and procedures of the State of Florida Department of Management Services and is in accordance with 287.057(5)(c) FS. Purchasing Policy PP-060 Source Selection, Section VIII "Single

Source" does not currently require the posting on the website of intended single source purchases prior to approval of the determination of single source.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Single Source/Sole Source means the only existing source of the items which meet the needs of the using department as determined by a reasonably thorough analysis of the marketplace. Purchases from Single Sources/Sole Sources meeting the definition as provided for in Chapter 46, Article II, Sec. 92 will be posted on the County Website for seven (7) business days. This policy is consistent with the policies and procedures of the State of Florida Department of Management Services and is in accordance with 287.057(5)(c) FS. Purchasing Policy PP-060 Source Selection, Section VIII "Single Source" does not currently require the posting on the website of intended single source purchases prior to approval of the determination of single source.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will post the Intent to Purchase by Single Source on the County Website of all requested purchases of \$50,000 or more as approved by the Purchasing Manager.

Attachments

Single Source Selection Policy and Forms



Board of County Commissioners
Office of Purchasing
Title: Source Selection

Procedure No: PP-060

Page No: 18 of 20

Effective Date: 10/22/15 Supersedes Date: 10/15/13

- b. Purchases over \$4,999.99. The director of the using department or a representative shall contact the Purchasing Manager prior to making a purchase in this manner. Upon concurrence, the procedure shall follow the same steps as outlined above.

VIII. Single Source/Non-Competitive Negotiations

A. Policy

Non-competitive negotiations may be used as a procurement method for purchases of supplies or services available from only one source; or Single brand or when it is determined by the director of the using department or the Purchasing Manager that competitive bidding is not feasible or not advantageous to the County.

Single Source means the only existing source of the items which meet the needs of the using department as determined by a reasonably thorough analysis of the marketplace.

Single Source purchasing of goods and services requires a written finding that only one qualified source is available; and also requires a written statement that a search for alternative source have been made; and a justification of why the only source is acceptable to fit the needs of the using department. This information shall be documented with attachments on Form #F0170, Single Source Purchase Data Sheet.

A request for a proprietary item does not justify Single source procurement if there is more than one potential bidder for the item.

Purchasing may negotiate with a Single source supplier under the following circumstances:

- The needed supply or service is available from only one source/brand.
- The supply or service is wanted for experimental trial or testing.
- The supply is purchased for resale.
- Additional supplies or services are needed to complete an ongoing task.
- A supply or service is purchased from, or a sale is made to, another unit of government.
- The item is a component or replacement part for which there is no commercially available substitute and which can be purchased only from the manufacturer or distributor.



Board of County Commissioners
Office of Purchasing
Title: Source Selection

Procedure No: PP-060

Page No: 19 of 20

Effective Date: 10/22/15 Supersedes Date: 10/15/13

- Compatibility is the overriding consideration.
- The item is a used item, which is subject to immediate sale.

B. Procedures

1. In processing requisitions for Single source/Single brand items, the Purchasing Agent, under the supervision of the Purchasing Manager, conducts negotiations as to price, delivery, terms, and conditions.
2. The Purchasing Agent, in cooperation with the using department, prepares a recommendation for award for review and signature by the Purchasing Manager. The recommendation for award should include a justification for the procurement method used on the Single Source Purchase Data Sheet Form F0170.
3. The Intent to Purchase using the Single Source/Sole Source, (excluding component or replacement parts from original equipment manufacturer or supplier) shall be posted on the website for 7 business days prior to approval and recommendation for award. Intended Single Source Description Form F0170(a)
- 3 4. The recommendation for award is reviewed by the Purchasing Manager and forwarded to the County Administrator for final review.

IX. Emergency Purchases

A. Policy

These policies and procedures apply in situations which create a threat to public health, welfare, or safety, such as may arise by reason of hurricane, flood, equipment failure, or other disruption of essential services as may be declared by the Chairman or his designee.

This procedure shall serve as specific guideline for emergency purchases in accordance with chapter 1-14 Article II Section 46-93 of the Code of Ordinance of Escambia County, Florida.

Emergency procurement shall be limited to those supplies or services necessary to meet the emergency.

B. Scope

This procedure covers all emergency purchases fifty thousand dollars (\$50,000.00) or greater.

SINGLE SOURCE PURCHASE DATA SHEET

Date Submitted:	Requestor: Ext. #
Requisition No.:	Dept./Div. Name:
Item Description:	
Your Suggested Vendor=s Name:	
Vendor's Address:	
Vendor's Phone #:	Contact Name:
Single Source Justification, state why this is the only brand or source which will fulfill your needs:	
Comment and/or verify if there are other sources of supply that meet this need:	
Vendor #1 contacted:	Telephone:
Vendor #2 contacted:	Telephone:
Vendor #3 contacted:	Telephone:
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Requesting Division Head Signature:	Date:
Requesting Department Head Signature:	Date:
Purchasing Staff	
Posting Attached:	Date:
Supervisor Review:	Date:
Purchasing Manager - Single Source Determination	
Comments:	
<input type="checkbox"/> Approval <input type="checkbox"/> Disapproval	
Purchasing Manager Signature:	Date:
County Administrator Signature:	Date:
Purchase Order No.:	Amount of Purchase: \$

**DESCRIPTION OF INTENDED
SINGLE SOURCE PURCHASE**

Department: _____

Department Contact:

Name: _____

Address: _____

Telephone: _____

Email: _____

Internal tracking number, SS _____

Date Posted:

Last Day for receipt of information:

This description of goods or services intended for purchase from a single source is posted in accordance Purchasing Policy PP060 Section VIII (B) (3) and in compliance with section 287.055(5)(c), Florida Statutes and will remain posted for a period of at least 7 business days.

Commodity or Service Required (commodity class and group, manufacturer, model, and description, as appropriate): i.e., 81112200; Software Maintenance and Support

Quantity or Term (as appropriate): i.e., July 1, 2015 – June 30, 2016

Requestor (division, bureau, office, individual as appropriate):

Performance and/or Design Requirements (intended use, function or application, compatibility, etc. requirements; reference to policy, rule statute or other act of Legislature, etc., as appropriate):

Intended source (vendor, contractor)

Estimated Dollar Amount:

Justification for single source acquisition (what necessary and unique about the product, service or source; steps taken to confirm unavailability of competition as appropriate):

Approved By:

Dept. Director: (Name/Title) _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9228

County Administrator's Report 13. 13.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/22/2015

Issue: Scheduling a Public Hearing Concerning the Escambia County Jail Site Selection

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing to Receive Public Input on the Selection for the New Escambia County Jail - Jack R. Brown, County Administrator

That the Board authorize the scheduling of a Public Hearing at 5:01 p.m., on November 12, 2015, to receive public input on the three proposed sites for construction of the new Escambia County Jail.

BACKGROUND:

At the October 15, 2015, Committee of the Whole Workshop, the Board of County Commissioners (BCC) heard a presentation by the DLR Group and County Staff to evaluate the three proposed sites for the new Escambia County Jail: the Palafox and Airport Boulevard site, the Brent Lane site, and the Mid-town Commerce site. The consensus of the BCC after the presentation and discussion was to schedule a public hearing to receive input from citizens concerning the site selection.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9170

County Administrator's Report 13. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: PD 14-15.091 Inmate Transport Vehicles

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning PD 14-15.091, Inmate Transport Vehicle - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board award a Purchase Order Contract to Hub City Ford, Inc., for the purchase of two Ford E-450 Cutaway Vans at \$69,200 each, for a total of \$138,400, per the terms and conditions of PD 14-15.091, Inmate Transport Vehicle.

The Invitation to Bid for Inmate Transport Vehicle was advertised in the Pensacola News Journal on August 31, 2015. Two vendors were notified on August 31, 2015. Hub City Ford, Inc., was the only bid received on September 30, 2015.

[Funding: Fund 001, General Fund, Cost Center 290407, Object Code 56401]

BACKGROUND:

The Inmate Transport Vehicles will be used by the Corrections Department to transport a maximum of 20 inmate passengers, one driver and one guard. The vehicles are specified to meet all Safety Standards and includes a 60 month warranty. The Invitation to Bid for Inmate Transport Vehicles was advertised in the Pensacola News Journal on August 31, 2015. Two vendors were notified on August 31, 2015. Hub City Ford Inc. was the only bid received on September 30, 2015.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 290407, 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:

The Invitation to Bid for Inmate Transport Vehicles was advertised in the Pensacola News Journal on August 31, 2015. Two vendors were notified on August 31, 2015. Hub City Ford Inc. was the only bid received on September 30, 2015.

Attachments

bid tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Inmate Transport Vehicle BID # PD 14-15,091							
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 09/30/2015 Bid Opening Location: Rm 11.407	Cover Sheet/ Ackno wl.	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Bid Total
NAME OF BIDDER									
Hub City Ford, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$138,400.00
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager				DATE: 09/30/2015				
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate				DATE: 09/30/2015				
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate				DATE: 09/30/2015				

CAR
DATE 10/22/2015

BOCC
DATE 10/22/2015

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Hub City Ford, Inc. for the purchase of two (2) Ford E-450 Cutaway Vans at the price of \$69,200 each for a total price of \$138,400.00

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted @ 11:00 a.m. CDT on 10/9/2015

CAS/abh



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9163

County Administrator's Report 13. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: Contract Award, PD 02-03.79, Professional Services as Governed by Florida Statute 287.055

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Biome Consulting Group, LLC - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board take the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055:

A. Award and authorize the County Administrator to sign Task Order-Based Continuing Contract to Biome Consulting Group, LLC, a qualified engineering consulting firm, per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

- Maximum Overhead - 168%
- Maximum Profit - 12%
- Maximum (Facility Cost of Capital Monies) FCCM - 1.50%
- Maximum Multiplier - 301% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on a audited or auditable financial package)

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services) on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis and Project basis]

BACKGROUND:

The legal advertisement for this "Request for Letters of Interest" RLI was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003 in compliance with Professional Services as Governed by Florida Statute F.S. 287.055. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative. The

award of this contract does not indicate the issuance of a Purchase Order at this time.

BUDGETARY IMPACT:

Funds to be budgeted for on an annual basis and Project basis.

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form F, Consulting Services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

The legal advertisement for this "Request for Letters of Interest" RLI was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003 in compliance with Professional Services as Governed by Florida Statute F.S. 287.055. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative. The award of this contract does not indicate the issuance of a Purchase Order at this time.

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documentation and agreement signature, the Office of Purchasing shall notify the Department(s). The Office of Purchasing shall work with Department(s) in negotiation of Task Orders.

Attachments

Agreement

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

Biome Consulting Group, LLC

For

**Professional Services as Governed by Florida Statute 287.055
(PD 02-03.79)**

FORM F: CONSULTING SERVICES FOR TASK ORDERS

(Revised July 11, 2013)

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AGREEMENT

This is an Agreement between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 221 Palafox Place, Pensacola, Florida 32502-1590, (hereinafter referred to as "County,") and Biome Consulting Group, LLC, a for-profit limited liability company, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is 47-2529807, and whose business address is, 1300 West Government Street, Pensacola, Florida 32502, (hereinafter referred to as "Consultant").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

ARTICLE 1 **DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS:

The Board of County Commissioners is the governing body of Escambia County, Florida.

1.2 CONSULTANT:

Biome Consulting Group, LLC is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR:

Whenever the term Contract Administrator is used herein, it is intended to mean Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator, Escambia County Office of Purchasing. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 COUNTY:

Escambia County, Florida is a body corporate and politic and a political subdivision of the State of Florida.

1.5 NOTICE TO PROCEED:

The Notice to Proceed is the written authorization as defined in Section 1.10 issued by the County or the Contract Administrator to commence the project.

1.6 PROJECT:

The project is the task, as defined in Section 1.10, assigned to the Consultant pursuant to this Agreement.

1.7 PROJECT MANAGER:

The project manager shall mean the staff person within the County who is assigned by the Contract Administrator to oversee the task order work.

1.8 SCOPE OF SERVICES:

The intent of this Agreement is to make available certain design, engineering, surveying, and inspection services for Escambia County as requested and as outlined herein.

1.9 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

1.10 TASK ORDER:

The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected

by the Board of County Commissioners, and this Agreement incorporates the results of such negotiations.

2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected Biome Consulting Group, LLC, to perform such services hereunder.

2.3 Escambia County will budget funds for each task order issued under the Agreement.

ARTICLE 3

SCOPE OF SERVICES

3.1 The Consultant will provide Professional Services as Governed by Florida Statute 287.055 as hereinafter described in this Article 3 for tasks outlined in Escambia County's RFP Specification No. P.D. 02-03.79. In the event of a conflict between the terms of the RFP and this Agreement, the terms of this Agreement shall prevail.

3.2 The basic professional services to be provided are as set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specifically excluded from any particular task order, these services shall comport with County guidelines for construction and retrofitting of projects, and local ordinances, State, and Federal laws and regulations.

ARTICLE 4

ORDERING OF THE WORK

4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of task orders to be assigned to the Consultant.

4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each task order. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services pursuant to Section 3.2.

4.3 In the event a mutually agreeable number of hours is reached, the County will issue a task order which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open

negotiations for the same scope of work with another firm.

ARTICLE 5 **TIME FOR PERFORMANCE**

5.1 As a part of its task order proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during task order negotiations.

5.2 Prior to beginning the performance of any basic professional services under this Agreement, the Consultant must receive a written Notice to Proceed from the County. For those task orders where a mutual agreement of a fair and reasonable price has been reached, a copy of the fully executed task order will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a task order, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

ARTICLE 6 **COMPENSATION AND METHOD OF PAYMENT**

6.1 COMPENSATION:

(a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit B, attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the staff individual of user department and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.

(b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit B, attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

6.2 ANNUAL APPROPRIATION:

Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation

to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

6.3 DIRECT EXPENSES:

(a) Direct expenses directly attributable to a task order will be borne by the Consultant and will include, but not be limited to, the following:

1. Transportation expenses in connection with any task order.
2. Living expenses in connection with travel inside and outside of Escambia County and other related expenses.
3. Long distance communications and other miscellaneous communications expenses.
4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Agreement.
5. Cost of any software or hardware used or developed for any task order.

(b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Agreement.

6.4 METHOD OF BILLING AND PAYMENT:

(a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly estimate includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project task order.

(b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.

(c) Upon approval of the estimate by the County, payment upon properly executed payment requisitions shall be made to the Consultant within forty five (45) days.

- (d) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

6.5 Payment requisitions will be sent to: Notices will be sent to:

To Be Determined Per Task Order County Administrator
Escambia County Administrator
221 Palafox Place
Pensacola, Florida 32502-1590
(850) 595-4900
(850) 595-4908

6.6 Payments and notices will be made to the Consultant at:

Glen Miley, Partner
Biome Consulting Group, LLC
1300 West Government Street
Pensacola, Florida 32502

(a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

ARTICLE 7

ADDITIONAL SERVICES AND

CHANGES IN SCOPE OF SERVICES

7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the procurement policies of Escambia County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. This mutual agreement will be formalized by a written change order to the task order issued by the County to the Consultant.

ARTICLE 8 **COUNTY'S RESPONSIBILITIES**

8.1 The County shall assist the Consultant by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

8.2 The County shall make available to the Consultant, as required for performance of the Consultant's basic services, data prepared by or services of others, including without limitation (as may be appropriate) core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations.

8.3 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.

8.5 The County will assist in obtaining approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the task order by the Consultant.

8.6 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

8.7 The County will perform an evaluation of the services provided by the Consultant at the completion of work of each task order. This evaluation will consider the timeliness as well as the quality of services provided during that task order for the purpose of determining whether additional task orders will be awarded to the Consultant by the County.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

9.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

9.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional engineers registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional engineers.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Engineer of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 10
GENERAL CONDITIONS

10.1 OWNERSHIP OF DOCUMENTS

(a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

10.2 SUSPENSION OR TERMINATION OF WORK:

(a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a task order for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the contract time as provided for the completion of the project.

(b) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(c) Termination of the Consultant for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(d) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss

pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the project.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

10.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

10.4 NO CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10.5 SUBCONTRACTORS

In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the Consultant must secure the prior written approval of the County unless such work is specifically detailed in the task order.

Any subcontractors or other professional associates retained by Consultant must carry the appropriate insurance coverage as specified in paragraph 10.8 below in an amount equal to or greater than the coverage carried by the Consultant.

10.6 ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Government and its successors.

10.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or limited liability company to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or limited liability company to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

10.8 INSURANCE:

The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the

professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10.9 CLAIMS AND DISPUTES:

(a) A claim is a demand or assertion by one of the parties to this Agreement seeking an adjustment or interpretation of the terms of the contract documents, payment of money, extension of time or other relief with respect to the terms of the contract documents. The term "claim" also includes other disputes and matters in question between the County and the Consultant arising out of or relating to the contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.

(b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Agreement or else the Consultant shall be deemed to have waived that claim.

(c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the contract documents during the pendency of such claim.

10.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the project shall be addressed.

10.11 ALL PRIOR AGREEMENTS SUPERSEDED

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

10.12 TRUTH-IN-NEGOTIATION CERTIFICATE:

Signature of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

10.13 HEADINGS:

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

10.14 GRATUITIES:

Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

10.15 CONFLICT OF INTEREST:

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46 of the Escambia County Code of Ordinances.

10.16 SURVIVAL:

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

10.17 GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

10.18 INTERPRETATION:

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

10.19 SEVERABILITY:

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

10.20 COMPLIANCE WITH LAWS:

The Consultant shall keep fully informed regarding and shall fully and timely

comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

10.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

10.22 PARTICIPATION IN OTHER PROCEEDINGS:

At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

10.23 FURTHER DOCUMENTS:

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

10.24 NO WAIVER:

The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Board Chairman, duly authorized to execute this Agreement through the express delegation of authority set forth in Article II of Chapter 46, Escambia County Code of Ordinances, and Biome Consulting Group, LLC, signing by and through its President, duly authorized to execute same.

CONSULTANT:

Biome Consulting Group, LLC, a for-profit limited liability company authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Secretary
[CORPORATE SEAL]

By: _____
Glen Miley, Partner

Date: _____

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS: _____

By: _____
Jack R. Brown, County Administrator

WITNESS: _____

Date: _____

BCC Approved: October 22, 2015

Maximum Continuing Contract Fee Schedule Acceptance

In order for a "Continuing Contract" to be established between Escambia County, Florida a fee schedule must be established. The Office of Purchasing on behalf of Escambia County offers a "Fee Schedules" consisting of:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
 - Maximum Multiplier – 301.66% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

Please do not provide these numbers with your letter of interest. Your acceptance of the above maximums will suffice.

Individual Task Orders will be negotiated with the "Fee Schedules" as a "ceiling".

[☒] Yes, the "Fee Schedule" formula is acceptable.

Ree C. Bono
Signature

Partner
Title

[☐] No, the "Fee Schedule" formula is not acceptable.

Signature

Title



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9156

County Administrator's Report 13. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: PD 14-15.094 Contract Award for Food Services for M.C. Blanchard Building

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Food Services for the M.C. Blanchard Building - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Agreement between Escambia County and Sisters on the Rise, Inc., per the terms and conditions of PD 14-15.094, Food Services for M.C. Blanchard Building, for a term of four years effective upon date last executed. This Contract reflects zero expenditures by Escambia County.

BACKGROUND:

The Request for Proposal PD 14-15.094 Food Service for the M.C. Blanchard Building was advertised in the Pensacola News Journal on Wednesday, September 9, 2015. Two proposals were received on Wednesday, September 23, 2015. The Proposal Review and Selection Committee held discussions with the two firms on Tuesday, October 6, 2015. The Proposal Review and Selection Committee selected Sisters on the Rise, Inc. as the firm best able to provide the necessary services. The previous provider, "Legal Eats" gave 30 days notice on August 30, 2015. "Legal Eats" last day was September 30, 2015 at 3:00 p.m. Currently the M.C. Blanchard Building is without a food service provider.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The agreement was 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.

The Request for Proposal PD 14-15.094 Food Service for the MC Blanchard Building was advertised in the Pensacola News Journal on Wednesday, September 9, 2015. Two proposals were received on Wednesday, September 23, 2015. The Proposal Review and Selection Committee held discussions with the two firms on Tuesday, October 6, 2015. The Proposal Review and Selection Committee selected Sisters on the Rise, Inc. as the firm best able to provide the necessary services. The previous provider, "Legal Eats" gave 30 days notice on August 30, 2015. "Legal Eats" last day was September 30, 2015 at 3:00 p.m. Currently the M.C. Blanchard Building is without a food service provider.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Agreement

Register of Submitters

**AGREEMENT FOR FOOD SERVICES
FOR THE M.C. BLANCHARD BUILDING (PD 14-15.094)**

THIS AGREEMENT is made this _____ day of October, 2015, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Sisters on the Rise, Inc. (hereinafter referred to as "Contractor"), a for-profit corporation authorized to conduct business in the State of Florida, whose principal address is 1603 Cedrus Lane, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, on September 9, 2015, the County issued a Request for Proposals (PD 14-15.094) seeking a vendor to provide food services for the M.C. Blanchard Building located at 190 Governmental Center; and

WHEREAS, Contractor was the most responsive and responsible vendor proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of food services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. **Term.** The term of this Agreement shall commence upon the date last executed and continue for a period of four (4) years. Upon mutual agreement, the contract may be renewed for one additional four (4) year term by providing written notice at least sixty (60) days prior to the expiration of the initial term of the agreement.

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 term. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of eight (8) years and six (6) months.

3. **Scope of Work.**

a. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Request for Proposals for Food Services for the M.C. Blanchard Building (P.D. 14-15.094), attached hereto as **Exhibit A**, and the Contractor's Proposal and Equipment List, attached hereto as **Exhibit B**. In the event of a conflict between

the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.

b. Contractor shall utilize a portion of the M.C. Blanchard Building referred to as the "Snack Bar," more particularly described in the drawing attached hereto as **Exhibit C**, for the sole purpose of providing food service operations on the premises. The contractor shall operate the food service program, so that the program is self sufficient, and will not require additional funds, or support from other County funds.

c. The Snack Bar shall be open to the public from the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, excluding designated holidays. Holidays shall be as designated by the Contract Administrator. For the purpose of this Agreement, the Contract Administrator shall be the County Administrator, or designee. Any changes to the hours of operation shall be by mutual agreement of the parties and reduced to writing as an addendum to the agreement.

d. Contractor shall comply with the Procedures set forth in the Board of County Commissioners Office of Purchasing—Purchasing Procedures, including, but not limited to, Procedure No: PP-221, Contract Administration; PP-250, Vendor Performance Evaluation; and PP-260, Vendors/Suppliers Survey, included as part of **Exhibit A**.

e. Vendor Performance Evaluations shall be performed by the Contract Administrator every twelve (12) months. Thereafter, the Contract Administrator will provide the Contractor with a notice of performance issues/concerns. Contractor shall have thirty (30) days from the date of the notice to cure any and all performance issues noted by the Contract Administrator. The Contract Administrator shall retain the sole discretion to determine Contractor's compliance with performance requirements under this agreement.

f. Contractor shall conform to all applicable regulations of the United States Department of Agriculture, the State of Florida, and Escambia County as it relates to the performance of this agreement, including, but not limited to, food handling and storage, occupational fees, and licensing of personnel.

g. Contractor shall adhere to all security requirements for the M.C. Blanchard Judicial Building as set forth by the Escambia County Sheriff's Office.

h. Contractor shall provide sufficient personnel to adequately supervise and operate the food service operations on the premises. All food service personnel shall be the employees of the Contractor. All food service personnel shall be required to undergo a background check at the Contractor's expense and receive prior approval from the Contract Administrator before commencing work on the premises.

- i. Contractor shall provide a suitable menu, substantially similar to that which is currently provided on the premises. The menu shall be subject to the final approval of the Contract Administrator.
- j. Contractor shall be responsible for providing all necessary food service supplies, expendable and non-expendable, and all food, perishable and non-perishable.
- k. The food service area and any equipment therein is provided to the Contractor in "as-is" condition. Subject to the County's prior written approval, Contractor may construct capital improvements or other modifications and install equipment within the designated food service area. Any capital improvements or other modifications to the facility shall be at the Contractor's sole expense.
- l. The Contractor shall be responsible for all general upkeep and maintenance of the food service area including, but not limited to, janitorial service, custodial maintenance, equipment maintenance, pest control, chemical treatment, and waste disposal. For the purpose of this Agreement, "General Maintenance" shall mean the repair and replacement of parts, servicing, adjustment and rehabilitation of parts and components associated with routine upkeep and cleaning of the food service area that is reasonably necessary to maintain a high level of service and is aesthetically pleasing and consistent with prudent industrial practice, product specifications and design, and manufacturer's recommendations.
- m. Contractor shall adhere to all food safety and sanitation standards as required by federal, state and local law.
- n. Contractor shall be provided with two keys for access to the food service area and may not duplicate the keys without prior written consent from the Contract Administrator.
- o. Contractor shall not under any circumstances block access to the fire exit located adjacent to the food service area.
- p. Within thirty days from the expiration or termination of this Agreement, Contractor may remove any equipment, appliances, and supplies owned by the Contractor as itemized in the Equipment List, included as part of **Exhibit B**; provided, however, that the Contractor shall repair or cause to be repaired any damage that may result from the removal of such items from the food service area. Contractor shall leave the facility in as good a condition as it was upon the effective date of the Agreement, except for reasonable wear and tear arising from the use of the facility pursuant to the terms and conditions of this Agreement. Contractor shall be solely responsible for any cost incurred for the removal of any such items and repair of the premises. Contractor shall forfeit ownership of any items that remain on the premises more than thirty (30) days after the expiration or termination of the agreement.

4. Termination. This Agreement will be subject to immediate termination for cause by County and may be terminated for convenience by County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

5. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

6. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) 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.

(d) 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.

(e) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

(f) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

7. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

8. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Sisters on the Rise, Inc.
Attention: Ruth C. Armstrong
1603 Cedrus Lane
Pensacola, Florida 32514

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.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

10. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

13. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Steven Barry, Chairman

Deputy Clerk

Date: _____

(SEAL)

BCC Approved: _____

CONTRACTOR: SISTERS ON THE RISE, INC.

ATTEST:

By: _____
Ruth C. Armstrong, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal sufficiency.

By/Title: K. H. A. A. C. A.
Date: 10/9/15

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

FOOD SERVICES FOR M.C. BLANCHARD BUILDING

SPECIFICATION NUMBER PD 14-15.94

PROPOSALS WILL BE RECEIVED UNTIL: **3:00p.m., CDT, Wednesday, September 23, 2015**

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCCM

A Non-Mandatory Pre-Solicitation Conference will be held on Tuesday, September 8, 2015 at 10:00a.m
CDT at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502, Purchasing
Conference Room 11.407

All Proposers are encouraged to attend.

Board of County Commissioners

Steven Barry, Chairman
Grover C. Robinson, IV, Vice Chairman
Lumon J. May
Wilson B. Robertson
Doug Underhill

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:

Paul R. Nobles, CPPO, CPPB, FCN, FCCM
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

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

<p>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.</p>
--

Exhibit "A"

**ESCAMBIA COUNTY FLORIDA
REQUEST FOR TO PROPOSALS
PROPOSER'S CHECKLIST
FOOD SERVICES FOR M.C. BLANCHARD BUILDING
SPECIFICATION PD 14-15.094**

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

** Documents submitted with Proposals are to be on the forms provided in the Request for Proposal and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM WITH ORIGINAL SIGNATURE and ONE (1) CD OR FLASH DRIVE CONTAINING THE COMPLETE RESPONSE
- PROPOSAL FORMS (WITH ORIGINAL SIGNATURE)
- PROPOSER TO SUPPLY AN EQUIPMENT LIST

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL:

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO PROPOSAL

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSALDER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE "**REASON FOR NO PROPOSAL**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE PROPOSAL SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR PROPOSER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR PROPOSAL ONLY.

DO NOT RETURN WITH YOUR PROPOSAL

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all Proposal solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

Preference in purchase of commodities and services by means of competitive Proposal.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Proposal (local price match option). Each formal competitive Proposal solicitation (i.e. sealed Proposals) shall clearly identify how the price order of the Proposals received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price Proposer amount between \$50,000 and \$249,999, and the Proposal submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest Proposal offer (i.e.; the lowest local Proposer) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local Proposer.

When a qualified and responsive, non-local business submits the lowest price Proposal amount between \$250,000 and \$999,999, and the Proposal submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest Proposal offer (i.e.; the lowest local Proposer) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local Proposer.

When a qualified and responsive, non-local business submits the lowest price Proposal amount in excess of \$1,000,000, and the Proposal submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest Proposal offer (i.e.; the lowest local Proposer) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local Proposer.

In such instances, staff shall first verify whether the lowest non-local Proposer and the lowest local Proposer are in fact qualified and responsive Proposers. Next, the purchasing department shall invite the lowest local Proposer in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local Proposer does not respond or otherwise submits a written offer that does not fully match the lowest Proposal from the lowest non-local Proposer tendered previously then award shall be made to the lowest overall qualified and responsive non-local Proposer.

In the event a local Proposer is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

**FOOD SERVICES FOR M.C. BLANCHARD BUILDING
PD 14-15.094**

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Forms marked with an (* Asterisk) must be returned with Offer.

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SIGN AND RETURN THIS FORM WITH YOUR PROPOSALS**

SOLICITATION AND PROPOSAL OFFER FORM **ESCAMBIA COUNTY FLORIDA**

SUBMIT OFFERS TO:

PAUL NOBLES, CPPO, CPPB, FCN, FCCM

Request for Proposal

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

FOOD SERVICES FOR M.C. BLANCHARD BUILDING

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

SOLICITATION NUMBER: PD 13-14.095

Phone No: (850)595-4878 Fax No: (850) 595-4807

SOLICITATION

MAILING DATE: Wednesday, September 09, 2015

PRE-PROPOSAL CONFERENCE: Non-Mandatory, Monday, September 14, 2015 at 11:00 a.m. CDT, 213 Palafox Place, 2nd Floor, Pensacola, FL. **All Proposers are encouraged to attend.**

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Wednesday, September 23, 2015 and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER:

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

PROPOSAL BOND ATTACHED

\$ _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to a Proposal by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the Proposaldel/proposer's offer shall result in this Proposal/proposal being rejected as non-responsive.**

PROPOSAL FORM

Specification Number PD 14-15.094

FOOD SERVICES FOR M.C. BLANCHARD BUILDING

In accordance with your "Request for Proposals" and "Instructions to Proposers" for **FOOD SERVICES FOR M. C. BLANCHARD BUILDING** as described and listed in this Request for Proposals and subject to all conditions thereof, I, undersigned, hereby propose to provide food service for the M.C. Blanchard Building Escambia County, Florida

NOTE

The contractor shall operate the food service program, so that the program is self sufficient, and will not require additional funds or support from other County funds.

Exhibit "A"

Acknowledgment is hereby made of receipt of the following addenda issued during the Proposal period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORATION

State of Florida Department of State Certificate of Authority

Document Number _____

Occupational License No. _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this Proposal:

Phone# _____

E-Mail Address: _____

Person to contact for emergency service or disaster service:

Phone and/or Cell #: _____

Exhibit "A"

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Exhibit "A"

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Exhibit "A"

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will Propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One) Yes or No

If not a Florida Corporation,

In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Exhibit "A"

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Proposal Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Proposer/Proposal Solicitation, Offer and Award Form and Proposal/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Proposal Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference (continued).

- 24. **The Successful Proposer(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in
Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD14-15.094, "Food Services for the M.C. Blanchard Building", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all Proposals/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit Proposals/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the Proposals/proposals for invitations for Proposal or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting Proposal protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

The Board of County Commissioners of Escambia County, Florida is seeking the professional services of a qualified Contractor for food services for the M.C. Blanchard Judicial Building Snack Bar and to maintain a quality food and service snack bar.

1. Non-Mandatory Pre-Solicitation Conference and On Site Visit

All interested parties are invited to attend a non-mandatory Pre-Proposal Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor in Conference Room 11.407 on Monday, September 14, 2015 at 11:00 a.m., CDT.

2. Procurement Questions

Procurement questions may be directed to Paul R. Nobles, CPPO, CPPB, FCN, FCCM, Purchasing Coordinator, 850-595-4918, Email prnobiles@myescambia.com, no later than September 16, 2015, 12:00 p.m., CDT

3. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was complied and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

4. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

5. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

6. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

7. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

8. **Licenses, Certifications, Registrations**

The offeror shall at any time of Proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Proposal/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

9. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

10. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of forty-eight (48) months.

11. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the Proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed eight (8) years.

12. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

13. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the

specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

14. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

15. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

Contractor Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000

policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the

Exhibit "A"

insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCCM
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4807
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or

Exhibit "A"

corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR TO PROPOSAL RESPONSE FORMAT
FOOD SERVICE CONTRACT FOR THE M.C. BLANCHARD BUILDING
PD 14-15.094

ESCAMBIA COUNTY, FLORIDA

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified Contractor for the food service operations of M.C. Blanchard Judicial Building Snack and to maintain a quality food and service snack bar.

1-2 BACKGROUND INFORMATION

1.2.1 The dimensions of the snack bar area is approximately 28'4" X 27'.6" sq. ft. and covered patio 26' X 39" sq. ft.

1.2.2 The-six story M.C. Blanchard Judicial Building is located at 190 Governmental Center, Pensacola, FL and employs approximately 420 employees.

1.2.3 The snack bar provides food service to the staff of the building and the general public.

1.2.4 The hours of operation – Monday through Friday, except for designated holidays from 7:00a.m. to 5:00p.m. It serves a full breakfast, lunch and fast-grill. Hours may be adjusted by mutual agreement.

1.2.5 The food service contract covers the snack bar.

1.2.6 Total annual snack bar sales are approximately \$140,000-\$150,000.

NOTE:

The contractor shall operate the food service program, so that the program is self sufficient, and will not require additional funds, or support from other County funds.

1.2.7 Water and Power Utilities provided by the County.

1-3 OBJECTIVE

The primary objective of this RFP is the selection of the most qualified and experienced Contractor that is most advantageous to the County to provide the following:

1.3.1 The successful contractor shall conduct the operation of the snack bar in a manner which best fulfills the following program and objectives:

1.3.2 To provide an appealing and nutritionally sound food program for building employees and the general public.

1.3.3 Provide a management staff and structure, which will offer adequate help and insure that the food service program is one of consistent top quality and of positive regard by court employees and the public.

1.3.4 Provide reasonable prices, services, selection/variety and quality – not as a revenue generator to the County.

1.4 ISSUING OFFICER

The project Director shall be Jack Brown, County Administrator. The Contract Administrator shall be Larry Newsom, Assistant County Administrator. The contracting agency shall be the Escambia County Board of County Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, FL 32591-1591.

1-5 CONTRACT CONSIDERATION

The attorney standard form of contract shall be executed.

1.5.1 The initial contract will be for a period of four (4) years with an option to renew an additional four (4) years by mutual agreement.

1.5.2 The contract shall conform to regulations set forth by the United States Department of Agriculture Food and Nutrition Services and must meet all State of Florida and Escambia County regulations.

1.5.3 The contractor shall not transfer or assign its rights or obligations under the contract to pay any person or entity, nor merge or consolidate with any other entity, without prior written consent of Escambia County.

1-6 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-7 INQUIRIES

Technical questions and procurement questions may be directed to Paul R. Nobles, CPPO, CPPB, FCN, FCCM Purchasing Coordinator, Telephone (850) 595-4918, Email prnobles@myescambia.com.

1-8 SITE INSPECTION

A non-mandatory pre-proposal conference and site visit shall be held on September 14, 2015 at 11:00 a.m., CDT, at the Office of Purchasing, 213 Palafox Place, 2nd Floor 213 Palafox Place, 2nd Floor, Pensacola, FL 32502, Rm. 11.407.

1.9 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-10 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	Wednesday, September 9, 2015
Non-Mandatory Pre-Solicitation Conference	11:00 a.m., CDT, Monday, September 14, 2015
Final Date for Questions	12:00 p.m., CDT, Wednesday, September 16, 2015
Date for Responses to Questions	Friday, September 18, 2015
Receipt of proposals	2:00 p.m. CDT, Wednesday, September 23, 2015
Short-Listing Meeting	Tuesday, September 29, 2015
Discussions / Selection Meeting	Tuesday, October 6, 2015
1 st Negotiations Meeting, if required	Wednesday, October 7, 2015
Board of County Commissioners approval	Thursday, October 22, 2015

1-11 PROPOSAL CONTENT AND SIGNATURE

One (1) copy of the proposal shall be required and on **one (1) CD or Flash Drive** containing the complete response with The Original/Copy having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-12 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-13 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-14 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract. The selected contractor shall be required to assume responsibility for equipment, supplies, and facilities maintenance and follows:

- 1.14.1 The contractor shall be responsible for providing all appliances, equipment perishable food and non-expendable supplies (dishes, etc.). The cost of purchase and installation of any appliances or equipment shall be the responsibility of the contractor.
- 1.14.2 The premises, equipment and facilities, shall be maintained by the successful contractor in a condition satisfactory to Escambia County and shall adhere to the standards of cleanliness and sanitary practices as required by the County Health Department and USDA standards to insure continual sanitation in all functions and matters related to the food service program.
- 1.14.3 The contractor will be responsible for removal of trash and garbage resulting from the food service premises to designated dumpsters provided by Escambia County.
- 1.14.4 The contractor will be responsible for the expense of insect and pest control in all food service production and storage areas.

1.14.5 It is the responsibility of the contractor to keep the entire snack bar service area clean and neat. All janitorial services will be the responsibility of the contractor.

1.14.6 The contractor shall operate the food service program, so that the program is self sufficient and will not require additional funds or support from other County funds.

1-15 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-16 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-17 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

The following conditions must be met as a minimum and addressed in the proposal using corresponding paragraph numbers

- 2.3.1 The firm must be of sufficient size and expertise to furnish the resources needed to maintain the food services operation.
- 2.3.2 The firm must be licensed to do business in the State of Florida or indicate the ability to obtain the necessary licensing.
- 2.3.3 The firm must have experience in the food services field in the area of:
 - 1. Selecting and providing food products and food service equipment;
 - 2. Nutrition awareness;
 - 3. Menu planning;
 - 4. Central kitchen and on-site production;
 - 5. Quality control;
 - 6. Employee supervision;
 - 7. Accounting; and
 - 8. Federal/state food service requirements.
- 2.3.4 All food service personnel will be employed by the Contractor and will not be employees of Escambia County. All food service personnel will be required to undergo a background check prior to working in the snack bar.

Said background check to be provided by Court Administration.

2-4 EXPERIENCE AND QUALIFICATIONS

Each interested company shall furnish as part of the proposal a complete general description of experience in the field of food service management. Included shall be the following:

- 2.4.1 Name address of the company.
- 2.4.2 The duration and extent of experience in providing management services for food service programs.

2.4.3 You requested to submit your menu with prices.

2.4.4 Name and experience of key personnel.

PART III CRITERIA FOR SELECTION

3.1 The following factor will be used in evaluation of proposals and award of contract:

- A. Quality
- B. Menu Prices
- C. Menu
- D. Variety
- E. Reputation
- F. Past Experience
- G. Current Operation

PART IV SCOPE OF WORK

4.1 The Board of County Commissioner of Escambia County, Florida is seeking the professional services of a qualified Contractor for the food service operations of M. C. Blanchard Judicial Building Canteen and Snack Bar and to maintain a quality food and service snack bar in the facilities located within the M.C. Blanchard Building.

4.2 The Contractor will operate in accordance with the provisions of the agreement with the Escambia County Board of Commissioners and provide services during the hours of 7:00am to 5:00pm on the days of normal operations Monday through Friday. The Snack Bar will be closed on Holidays as The Holiday schedule will be provided by the Contract Administrator for each calendar year.

4.3 The Contractor will be responsible for the maintenance and cleaning of the Canteen and Snack Bar.

4.4 The restrooms are located outside of the Canteen and Snack Bar area and will not be maintained by the Contractor.

4.5 This Agreement shall be for a term of four (4) years, with an option to renew for an additional four (4) year period, by mutual agreement of the parties.

4.6 Contractor shall operate so as to be open to the public from 7:00 a.m. to 5:00 p.m. Monday through Friday. Holidays as designated by Contract Administrator. Any changes to the hours of operation must be by mutual agreement of the parties in writing.

4.7 All of the Contractor's employees shall be employees of the

Exhibit "A"

Contractor, and not employees of the Escambia County. All food service personnel will be required to undergo a background check by the prior to working at the snack bar. The Contractor will verify employees' eligibility with the Contract Administrator prior to hiring the employee.

- 4.8** Contractor shall supply a full menu, substantially similar to the variety and price to that currently used at the facility. The menu subject to the final approval of the County Contract Administrator. Contractor shall supply sufficient personnel to provide for adequate supervision and operation of the snack bar at all times.
- 4.9** Contractor shall comply with the Procedures set forth in the Board of County Commissioners Office of Purchasing—Purchasing Procedures, including, but not limited to Procedure No: PP-221, Contract Administration; PP-250, Vendor Performance Evaluation; and PP-260, Vendors/Suppliers Survey attached hereto and incorporated herein as Composite **Exhibit "A"**.
- 4.10** Vendor Performance Evaluations shall be performed by the Contract Administrator every twelve (12) months. Thereafter, the Contract Administrator will provide the Contractor with a notice of performance issues/concerns. Vendor shall have thirty (30) days from the date of the notice to cure any and all performance issues noted by the Contract Administrator. The Contract Administrator shall retain the sole discretion to determine Contractor's compliance with performance requirements under this agreement.
- 4.11** At the conclusion of this Agreement, whether such conclusion is a result of early termination, expiration, or otherwise, Contractor agrees to promptly remove its equipment and appliances and to remove its operation from the facility, leaving the facility in as good a condition as it was at the Commencement Date, except for reasonable wear and tear arising from the use of the facility pursuant to the terms and conditions of this Agreement.
- 4.12** All supplies, expendable and non-expendable, and all food, perishable and non-perishable, shall be the responsibility of the Contractor.
- 4.13** The facility is provided to the Contractor in "as-is" condition. Any changes to the facility shall be at the expense of the Contractor, and subject to the written approval of the County.
- 4.14** An Equipment List is to be provided by the Proposer

Exhibit "A"

- 4.15** The Contractor shall be responsible for the maintenance of the facility. Any janitorial service, cleaning supplies, or equipment shall be the responsibility of the Contractor. The facility shall be kept clean and neat at all times, and Contractor shall adhere to the standard of cleanliness as required by the USDA and Escambia County Health Department.
- 4.16** Insect and pest control shall be maintained in all areas of the food service and storage area. Contractor shall be responsible for said insect and pest control, and any professional services as required.



Board of County Commissioners
Office of Purchasing
Title: Contract Administration

Effective Date: 5/20/04 Supersedes Date: 12/9/03

Procedure No: PP-221

Page No: 1 of 4

I. Purpose

The efficient administration of contracts and purchase orders through a decentralized approach to contract administration where the combined resources of procurement, risk management, the County Attorney, and the technical expertise of client department are maximized.

II. Scope

Contract Administration encompasses all contracts, contract amendments, purchase orders, change orders, beginning with the purchase requests and continuing through the procurement cycle.

III. Objectives

The objectives of the Office of Purchasing are to insure the complete and successful culmination of the purchasing cycle while protecting the interests of Escambia County, Florida.

IV. Definitions

Contract Administration is the management of all actions, after award of a contract that must be taken to assure compliance with the contract; i.e., timely delivery, acceptance, payment, closing contract, etc. by such person or position (Title) designated in writing by the Contracting Officer or in lieu of a designee, the purchasing professional that developed the solicitation/contract.

Contracting Officer is the County Administrator of Escambia County Florida.

Owner's Representative is that person or position designated in writing by the Contracting Officer in all matters relating to Contract Management and Contract Administration. Under those circumstances which a person or position is not designated in writing by the Contracting Officer, the Purchasing Manager or his/her designee shall serve as the owner's representative.



Board of County Commissioners
Office of Purchasing
Title: Contract Administration

Effective Date: 5/20/04 Supersedes Date: 12/9/03

Procedure No: PP-221

Page No: 2 of 4

V. Responsibility

A. Overview

Escambia County's Contracting Program is based on the more common "combination model" of "centralized" and "decentralized" contract administration models. Whether they function as centralized, decentralized or a combination model, all contract administration teams have the same goal: to work with contractors to develop and maintain an environment in which the contractor can succeed.

B. Centralized Contract Administration

This model utilizes a single Owner's Representative as the responsible person for contracts utilized by several departments, such as the case with the Office of Purchasing with its County Wide Master Term Contracts Program. The Office Supply Contract is a good example of this.

The Owner's Representative is responsible for handling and processing the contractual business relationship with the Contractor (negotiations, changes/amendments, settling disputes and assuring that both parties meet the terms of the contract). Additional responsibility includes coordinating the activities of the different staff members involved in administering the contract.

The Owner's Representative is also responsible for issuing all notices relating to the contract with the exception of those notices, which shall require prior approval of the Board of County Commissioners.

C. Decentralized Contract Administration

In County contracts for specific projects peculiar only to one department, expertise driven by one department or stand-alone projects, the client department director is usually delegated by the Contracting Officer (County Administrator) the responsibility for contract management and contract administration.

The term Project Manager is used to describe the Department Technical Project person(s) who is/are responsible for the technical and daily oversight to make certain that the contractor performs according to the technical requirements of the contract and keep the Contracting Officer informed of significant events involving the Contract. In this model, the department team draws on the resources of the legal, purchasing and finance departments for technical direction.



Board of County Commissioners
Office of Purchasing
Title: Contract Administration

Effective Date: 5/20/04 Supersedes Date: 12/9/03

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VI. Procedure

Client departments are advised to develop their own standard operating procedures for day-to-day contract administration. Contract administration begins with a good scope of work. Client departments preparing scopes of work should consider:

- A. Introduction and General Information
 - 1. Purpose or Objective
 - 2. History and Background
 - 3. Contact person
 - 4. Bidding method
 - 5. Pre-Bid Conference
 - 6. Contractor qualifications
 - 7. Calendar of Events
- B. Task Description
 - 1. Work to be done by the contractor
- C. Constraints on the Contractor
 - 1. Work site conditions
 - 2. Ordinances
 - 3. Security control
- D. Contractor Personnel Requirements
 - 1. Qualifications of Key Personnel
 - 2. Employee Identifications
 - 3. Additional Personnel Responsibilities
- E. Contractor Responsibilities
 - 1. Quality control program
 - 2. Source complaints
 - 3. Emergency assistance
 - 4. Work schedule
- F. Local Government Responsibilities
 - 1. What the local government must do or provide to the contractor.



Board of County Commissioners
Office of Purchasing
Title: Contract Administration

Effective Date: 5/20/04 Supersedes Date: 12/9/03

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- G. Evaluation of Contractor Performance
 - 1. Performance Standards
 - 2. Evaluation Forms
 - 3. Incentives
 - 4. Liquidated Damages
- H. Reporting Requirements and Procedures
 - 1. Contractor's reporting scheduling and responsibilities
- I. Special Conditions
 - 1. Payment Procedures
 - 2. Insurance and Bonds
 - 3. Alternative Surety
 - 4. Contract extension and renewal
- J. Price Ranking of Bidders
 - 1. The method of ranking bidders by price
- K. Exhibits
 - 1. Technical Reports
 - 2. Maps
 - 3. Drawings
 - 4. Schedules
 - 5. Photographs

NOTE: Departments should develop internal operation procedures for contract administration based on the information provided.

Exhibit "A"


 <p>Board of County Commissioners Office of Purchasing Title: Vendor Performance Evaluations Effective Date: 12/20/96 Supersedes Date:</p>	<p>Procedure No: PP-250 Page No: 1 of 1</p>
<p>I. <u>Purpose</u></p> <p>To provide procedures for conducting vendor performance evaluation.</p> <p>II. <u>Scope</u></p> <p>This procedure applies County wide.</p> <p>III. <u>Procedure</u></p> <p>The Office of Purchasing, Client Departments and The Clerk of the Circuit Court=s Accounts Payable personnel deal with vendors on a continuing basis. It is important that information be recorded about specific performance.</p> <p>The Office of Purchasing will solicit useful and constructive evaluations from all departments especially personnel assigned to handle purchasing transactions and the receipt thereof. The information provided by the departments will be useful for Purchasing to monitor and effectively stimulate vendor activities and performance and screening bidders list for possible elimination of vendors whose performance is consistently non-responsive and non-responsible.</p> <p>The Office of Purchasing will issue to the using department; the appropriate consultant, contractor, or vendor performance evaluation forms, sometime prior to the expiration or renewal date of an annual contract, to assess the level of satisfaction with the vendor providing the goods or services under contract.</p> <p>The Office of Purchasing also has the Report of Unsatisfactory Materials and/or Service, which is available to all departments. Each department is encouraged to complete the form anytime a vendor is not providing adequate service in compliance with the Invitation for Bid or Request for Proposal or any purchase made for the department.</p> <p>The Office of Purchasing will be responsible for handling all complaints with the vendors and will notify the department of any action taken.</p>	

Exhibit "A"

<p align="center">Board of County Commissioners Office of Purchasing Title: Vendor Performance Evaluation Form</p> <p>Effective Date: Supersedes Date:</p>					<p align="center">Attachment</p>
Vendor:		Date:			
Address:		Prepared by:			
Commodity/Service:		Department:			
	Excellent (4)	Good (3)	Fair (2)	Poor (1)	Comments:
Service					
Delivers on Time					
Condition of Goods on Arrival					
Follows Instructions					
Number of Rejections					
Handles Rejections Promptly					
Handling of Complaints					
Technical Assistance					
Emergency Aid					
Furnishes Specially Requested Information					
Delivers Without Constant Follow-up					
Keeps Promises					
Past Reliability Record					
Technical Ability For Difficult Work					
Personal Preference					
Other (_____)					
Overall Rating By Using Agency					

Exhibit "A"

<p align="center">Board of County Commissioners Office of Purchasing Title: Vendor Performance Evaluation Form Continued</p> <p align="center">Effective Date: Supersedes Date:</p>					<p align="center">Attachment</p>
Vendor:			Date:		
Address:			Prepared by:		
Commodity/Service:			Department:		
	Excellent (4)	Good (3)	Fair (2)	Poor (1)	Comments:
Overall Rating By Purchasing					

Instructions:

- 1. Evaluate Vendor on items listed and check the appropriate columns.
Some items may not apply.**
- 2. Indicate Vendor 's overall rating by checking the appropriate column.**
- 3. If Vendor 's overall rating is fair or poor, please explain under "Comments"**
- 4. Return to the Office of Purchasing.**

Exhibit "A"



Board of County Commissioners
Office of Purchasing
Title: Vendors/Suppliers Survey

Effective Date: 12/17/03 Supersedes Date: 7/15/99

Procedure No: PP-260

Page No: 1 of 2

I. Purpose

To provide procedures for conducting County performance evaluation.

II. Scope

This procedure applies County wide.

III. Procedure

The Office of Purchasing, Client Departments and The Clerk of the Circuit Court's Accounts Payable personnel deal with vendors on a continuing basis. It is important that information be recorded about specific performance of the County.

The Office of Purchasing will solicit useful and constructive evaluations from County vendors/suppliers. The information provided by the vendor/suppliers will be useful for Purchasing to monitor and effectively stimulate County activities and performance.

The Office of Purchasing will be responsible for providing the Vendors/Suppliers Survey Form F0195, together with standard form letter #24, Vendor/Suppliers Survey of County Performance, as follows:

1. Insert into the Contract documents distribution package on projects specific with request that the vendor/supplier return the survey between substantial and final completion of the project.
2. Send annually to annual term contract vendor/suppliers as part of their responses of the mutual agreement renewal or refusal of renewal of such contracts.
3. Send to vendors/suppliers at any time a vendor/supplier expresses an interest in evaluating the County, when they have a problem in their dealings with the County, or as deemed appropriate by the Purchasing Agent.

The Office of Purchasing will be responsible to collect the survey results and notify any affected departments of the response information gained; and, assist in handling all complaints with the County and notify the vendor/supplier of any action taken.

Exhibit "A"



Board of County Commissioners
Office of Purchasing
Title: Vendors/Suppliers Survey

Effective Date: 12/17/03 Supersedes Date: 7/15/99

Procedure No: PP-260

Page No: 2 of 2

ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, ROOM 230
PENSACOLA, FL 32502

VENDORS/SUPPLIERS SURVEY FORM

NOTE: PLEASE LEAVE THE ITEM BLANK IF IT DOES NOT APPLY TO YOU OR IF YOU HAVE NO OPINION. ALSO, PLEASE GIVE US COMMENTS, ESPECIALLY IF YOUR RATING IS RARELY OR NEVER.

RATINGS: 1 ALWAYS 2 FREQUENTLY 3 RARELY 4 NEVER

1. The County is easy to do business with.
9 1 9 2 9 3 9 4
COMMENTS: _____
2. My firm is given an opportunity to be awarded County business.
9 1 9 2 9 3 9 4
COMMENTS: _____
3. Adequate written information is provided allowing me to submit a competitive Bid, Proposal or Quote.
9 1 9 2 9 3 9 4
COMMENTS: _____
4. The County staff administers contracts fairly by adhering to the contract terms.
9 1 9 2 9 3 9 4
COMMENTS: _____
5. The County evaluates my contract performance accurately.
9 1 9 2 9 3 9 4
COMMENTS: _____
6. The County pays my invoices in accordance with payment terms.
9 1 9 2 9 3 9 4
COMMENTS: _____
7. The payment I receive from the County is accurate.
9 1 9 2 9 3 9 4
COMMENTS: _____
8. I would use the Internet to download Bids, RFP's, and Quotes if they were available on the County's webpage.
9 1 9 2 9 3 9 4
COMMENTS: _____
9. My firm accepts credit cards (Visa) for payment.
9 YES 9 NO
COMMENTS: _____

I would like to be a member of a Focus Group pertaining to the County's procurement, contract administration and accounts payable processes.
9 YES (Please check if interested)

COMPANY NAME: _____

ADDRESS: _____

PHONE NO: _____

CONTACT PERSON: _____

COMMODITIES/SERVICES PROVIDED _____ CONTRACT #PD _____

SIGN AND RETURN THIS FORM WITH YOUR PROPOSALS****SOLICITATION AND PROPOSAL OFFER FORM**

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:**PAUL NOBLES, CPPO, CPPB, FCN, FCCM**

Request for Proposal

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

FOOD SERVICES FOR M.C. BLANCHARD BUILDING

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

SOLICITATION NUMBER: PD 13-14.095

Phone No: (850)595-4878 Fax No: (850) 595-4807

SOLICITATION

MAILING DATE: Wednesday, September 09, 2015

PRE-PROPOSAL CONFERENCE: Non-Mandatory, Monday, September 14, 2015 at 11:00 a.m. CDT, 213 Palafox Place, 2nd Floor, Pensacola, FL. All Proposers are encouraged to attend.OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Wednesday, September 23, 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:

263-29-8107

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Sisters on the Rise, Inc

REASON FOR NO OFFER:

ADDRESS: 1603 Cedrus LaneCITY, ST. & ZIP: Pensacola, FL 32514PHONE NO.: 850 341-7204

PROPOSAL BOND ATTACHED

TOLL FREE NO.: ()

\$

FAX NO.: ()

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to a proposal by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Ruth C. Armstrong, President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Ruth C. Armstrong
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the Proposalder/proposer's offer shall result in this Proposal/proposal being rejected as non-responsive.**

PROPOSAL FORMSpecification Number **PD 14-15.094****FOOD SERVICES FOR M.C. BLANCHARD BUILDING**

In accordance with your "Request for Proposals" and "Instructions to Proposers" for **FOOD SERVICES FOR M. C. BLANCHARD BUILDING** as described and listed in this Request for Proposals and subject to all conditions thereof, I, undersigned, hereby propose to provide food service for the M.C. Blanchard Building Escambia County, Florida

NOTE

The contractor shall operate the food service program, so that the program is self sufficient, and will not require additional funds or support from other County funds.

Exhibit "B"

Acknowledgment is hereby made of receipt of the following addenda issued during the Proposal period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORATION

State of Florida Department of State Certificate of Authority

Document Number Will Apply

Occupational License No. 686201

By: _____

Signature: Ruth C. Armstrong

Title: President

Address: 1603 Cedrus Lane

Pensacola, FL 32514

Person to contact concerning this Proposal:

Ruth C. Armstrong

Phone# (850) 341-7204

E-Mail Address: reasedeli@gmail.com

Person to contact for emergency service or disaster service:

Ruth Armstrong / Linda Allen

Phone and/or Cell #: (850) 341-7204
(850) 912-8889

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Sisters on the Rise, Inc.
(print name of the public entity)
by Ruth C. Armstrong
(print individual's name and title)
for Sisters on the Rise, Inc.
(print name of entity submitting sworn statement)

whose business address is

190 Governmental Center, Pensacola, FL 32502

and (if applicable) its Federal Employer Identification Number (FEIN) is:

Will Apply

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Exhibit "B"

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Ruth C. Armstrong
(signature)

Sworn to and subscribed before me this 11th day of September 2015

Personally known _____

OR produced identification

Notary Public - State of Florida

FLDL A45276357513-0
(Type of identification)

My commission expires 12/4/2011

(Printed typed or stamped commissioned name of notary public)



Exhibit "B"

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
Sisters on the Rise, Inc. does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will Propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

☒

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

☐

As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Ruth C. Armstrong
Offeror's Signature
9/14/15
Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No *Apply for*

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it:

"For Profit"

or

"Not for Profit"

Is it in good standing:

Yes

or

No

Authorized to transact business
in Florida:

Yes

or

No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name:

Yes

or

No

Names of Officers:

President: Ruth C. Armstrong

Secretary: _____

Vice President: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (As used in Florida):

Sisters on the Rise, Inc.

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Exhibit "B"

Page 2 of 2
Corporate Identification

Federal Identification Number: Apply for
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Ruth C. Armstrong E-mail: reasedeli@gmail.com
Telephone Number: (850) 341-7204 **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

Ruth C. Armstrong
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

President

END

(850) 488-9000

Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Proposal Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Proposer/Proposal Solicitation, Offer and Award Form and Proposal/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Proposal Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference (continued).

- 24. **The Successful Proposer(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD14-15.094, "Food Services for the M.C. Blanchard Building", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all Proposals/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit Proposals/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the Proposals/proposals for invitations for Proposal or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting Proposal protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

The Board of County Commissioners of Escambia County, Florida is seeking the professional services of a qualified Contractor for food services for the M.C. Blanchard Judicial Building Snack Bar and to maintain a quality food and service snack bar.

1. Non-Mandatory Pre-Solicitation Conference and On Site Visit

All interested parties are invited to attend a non-mandatory Pre-Proposal Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor in Conference Room 11.407 on Monday, September 14, 2015 at 11:00 a.m., CDT.

2. Procurement Questions

Procurement questions may be directed to Paul R. Nobles, CPPO, CPPB, FCN, FCCM, Purchasing Coordinator, 850-595-4918, Email prnobiles@myescambia.com, no later than September 16, 2015, 12:00 p.m., CDT

3. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was complied and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

4. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

5. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

6. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

7. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

8. **Licenses, Certifications, Registrations**

The offeror shall at any time of Proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Proposal/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

9. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

10. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of forty-eight (48) months.

11. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the Proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed eight (8) years.

12. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

13. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the

specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

14. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

15. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

Contractor Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000

Exhibit "B"

policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the

Exhibit "B"

insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCCM
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4807
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or

Exhibit "B"

corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

SISTERS ON THE RISE

FOOD SERVICE CONTRACT FOR THE M. C. BLANCHARD BUILDING ESCAMBIA COUNTY, FL

SISTERS ON THE RISE, INC.

1603 CEDRUS LANE

PENSACOLA, FL 32514

(850) 341-7204

(850) 607-6396

RUTH C. ARMSTRONG, PRESIDENT

DUE: September 23, 2015

2-2 INTRODUCTION

PD 14-15.94

SISTERS ON THE RISE, INC.

1603 CEDRUS LANE

Pensacola, Florida 32514

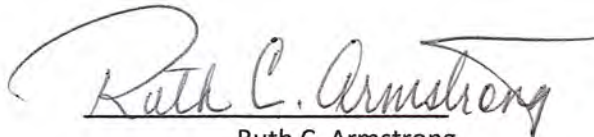
Ruth C. Armstrong - President (850) 341-7204

Linda F. Allen - Manager (850) 912-8889

FIRM WILL COMPLY WITH ALL OF THE PROVISIONS IN THIS RFP AND, IF APPLICABLE, PROVIDE NOTICE THAT THE FIRM QUALIFIES AS A COUNTY PROPOSER.


Ruth C. Armstrong

RUTH C. ARMSTRONG WILL BE THE PERSON OF CONTACT REGARDING THIS PROPOSAL, AND MAY SIGN AND BIND COMPANY IN CONTRACT.


Ruth C. Armstrong

2-3 **UNDERSTANDING OF THE PROJECT**

2.3.1 THE FIRM WILL BE OF SUFFICIENT SIZE AND EXPERTISE TO FURNISH THE RESOURCES NEEDED TO MAINTAIN THE FOOD SERVICES OPERATION.

2.3.2 THE FIRM WILL MAINTAIN ALL NECESSARY PERMITS AND LICENSE FOR THE STATE OF FLORIDA/COUNTY HEALTH DEPARTMENT FOR THE PURPOSE OF FOOD SALES AND SNACK BAR OPERATIONS.

OCCUPATIONAL LICENSE - SEE ATTACHED

PROOF OF INSURANCE – TO BE PROVIDED AFTER NOTIFICATION OF AWARD.

2.3.3 FIRM EXPERIENCE:

- a) Shoney's Restaurant-Manager
- b) Albertsons-Head baker
- c) Church's Chicken-Cook
- d) Publix Deli and Bakery-Head baker
- e) Escambia County (Pre-trial Officer and Acct)

1. OUR GOAL IS TO PROVIDE NUTRITIOUS, HIGH-QUALITY MEALS AND SNACKS TO EMPLOYEES AND CUSTOMERS.
2. THE FIRM WILL MAINTAIN REASONABLE PRICES FOR SNACK BAR AND JURY.
3. THE FIRM WILL PROVIDE AND MAINTAIN PROPER SANITATION PRACTICES AND SAFE WORKING CONDITIONS.
4. THE FIRM WILL MAINTAIN ADEQUATE STAFFING AND EMPLOYEE SUPERVISION.

Exhibit "B"

2.3.3 FIRM EXPERIENCE: (CON'TD)

2.3.4 THE FIRM WILL ENFORCE ALL FOOD SERVICE PERSONNEL TO UNDERGO A BACKGROUND CHECK PRIOR TO WORKING IN THE SNACK BAR.

PERSONNEL: FUTURE EMPLOYEES: (IF AWARDED)

***LINDA ALLEN, A WELL KNOWN EX-EMPLOYEE AT THE JUDICIAL BUILDING (SNACK BAR) FOR 8 YEARS. " COOKS DELICIOUS MEALS"

RUTH ARMSTRONG, PRESIDENT
1603 CEDRUS LANE
PENSACOLA, FL 32514

LINDA ALLEN, MANAGER
107 DRUID DRIVE
PENSACOLA, FL 32507

SANDRA DIXON
8430 WALNUT AVENUE
PENSACOLA, FL 32534

BRENDA CLEVELAND
2516 SEA ROBIN ROAD
PENSACOLA, FL 32526

2-4 **EXPERIENCE AND QUALIFICATIONS**

2.4.1 **LINDA F. ALLEN**

- 2.4.2 2007 - 2014 FULL TIME
POT BELLY DELI/ANTONIO LEE, MANAGER
190 GOVERNMENTAL CENTER (850) 433-2226
HEAD COOK/GRILL/PROCESS JURY MEALS DAILY
- 1999 - 2006 FULL TIME
CHURCH'S CHICKEN/MELODY LEWIS, MANAGER
9TH AVENUE (850) 485-3369
ASST. MANAGER/COOK/CASHIER
- 1989 - 1999 FULL TIME
SHONEY'S RESTAURANT/ANNA WILSON, DISTRICT MANAGER
DAVIS HWY (CLOSED-WENT OUT OF BUSINESS)
ASST. MANAGER/HEAD COOK

2.4.1 **BRENDA CLEVELAND**

- 2.4.2 2009 - 2014 FULL TIME
PUBLIX DELI AND BAKERY/PATSY, MANAGER
MOBILE HWY (850) 473-5000
NINE MILE ROAD
COOK/HEAD BAKERY
(STILL EMPLOYED WITH COMPANY)
- 1993 - 2009 FULL TIME
ALBERTSONS GROCERY
9 MILE ROAD (CLOSED-IS NOW PUBLIX)
HEAD COOK/ASST. MANAGER/BAKERY

2.4.1 **RUTH ARMSTRONG**

- 2.4.2 1999 - 2014 FULL TIME
PRETRIAL DIVERSION/MR. CHESTERFIELD
DEPT. OF COMM. CORRECTIONS (850) 595-3060
TRAFFIC COORDINATOR/ACCOUNTING
(RETIRED APRIL 2015).

2.4.3 (SEE ATTACHED MENU WITH PRICES)

2.4.4 (SEE ABOVE KEY PERSONNEL)

PART III CRITERIA FOR SELECTION

- 3.1 A. I ACKNOWLEDGE
 B. I ACKNOWLEDGE
 C. I ACKNOWLEDGE
 D. I ACKNOWLEDGE
 E. I ACKNOWLEDGE
 F. I ACKNOWLEDGE
 G. YES

PART IV SCOPE OF WORK

- 4.1 THE PURPOSE OF THIS PLAN IS TO ENABLE OUR DINING SERVICES
 TO RESPOND RAPIDLY IN AN ORGANIZED, SAFE ENVIRONMENT.
 TO MEET THE NUTRITIONAL NEEDS AND PROVIDE
 EXCELLENCE FOOD AND STAFF SERVICES TO CLEAN AND MAINTAIN
 GOOD HEALTH ENVIRONMENT. TO ENHANCE AND MAINTAIN A
 QUALITY FOOD AND SERVICE SNACK BAR. I ACKNOWLEDGE

4.2 I ACKNOWLEDGE

4.3 I AGREE

4.4 I ACKNOWLEDGE

4.5 I ACKNOWLEDGE

4.6 I AGREE

4.7 I ACKNOWLEDGE

Exhibit "B"

PART IV CON'TD

- | | |
|------|---|
| 4.8 | I AGREE |
| 4.9 | I ACKNOWLEDGE |
| 4.10 | I ACKNOWLEDGE |
| 4.11 | I AGREE |
| 4.12 | I AGREE |
| 4.13 | I AGREE |
| 4.14 | I ACKNOWLEDGE (SEE ATTACHED EQUIPMENT LIST) |
| 4.15 | I AGREE |
| 4.16 | I AGREE AND ACKNOWLEDGE |

I ACKNOWLEDGE THAT I HAVE READ AND FULLY
UNDERSTAND THE INFORMATION PROVIDED
CONCERNING CONTRACT.

2.4.3 **MENU (SNACK BAR)**

MENU AND MENU PRICES - ATTACHED

JURY MENU AND PRICES - ATTACHED

MONTHLY MENU 2016 - ATTACHED

Exhibit "B"

2.3.2 LICENSING AND PERMITS

OCCUPATIONAL LICENSE - ATTACHED

CORPORATION LICENSE/ARTICLES - TO BE
PROVIDED WITHIN 3-5 DAYS AFTER NOTIFICATION
OF AWARD.

PROOF OF INSURANCE – TO BE PROVIDED WITHIN SEVEN BUSINESS DAYS AFTER
NOTIFICATION OF AWARD.

COPY OF ADDENDUM NO. 1 - ATTACHED

COPY OF ADDENDUM NO. 1 - I ACKNOWLEDGE

2.3.3 EQUIPMENT REQUIRED - ATTACHED

PATENTS 5.197.795 5.340.159

BUSINESS TAX RECEIPT
ESCAMBIA COUNTY, FL

JANET HOLLEY, CFC
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES
 September 30, 2016

**HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN
 THE BUSINESS, PROFESSION, OR OCCUPATION OF**

FOOD SERVICE/SNACK BAR
 190 GOVERNMENTAL CTR

SISTERS ON THE RISE BY RUTH ARMSTRONG
 1603 CEDRUS LANE
 PENSACOLA FL 32514

**THE ISSUANCE OF THIS RECEIPT
 DOES NOT ENSURE COMPETENCY**

2015 - 2016

PAID-178423.0001-0001 329 08/19/2015 26.25

ACCT. NO. **686201** GROUP TYPE **029116** TOTAL **26.25**

This business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

OWNER: ARMSTRONG RUTH

EQUIPMENT LIST

EXHIBIT B

ITEM	DESCRIPTION	MOD./SER. #
10' HOOD	STAINLESS STEEL	MOD. # GHDW 10.0S SER. # 10739590-0701
2 DOOR BEV-AIR FREEZER	STAINLESS STEEL	MOD. # E- SERIES SER. # 2709219
2 DOOR TRUE REFRIGERATOR	STAINLESS STEEL	MOD. # T-35 SER. # 12121772
2 DOOR TRUE GLASS REFRIGERATOR	BLACK	MOD. # GDM 49PE57132 SER. # 1440585
2 DOOR HOBART SANDWICH REFRIGERATOR	STAINLESS STEEL	MOD. # CUS 48 SER. # 1097984
HOUSEHOLD STOVE	GE	NO NUMBER
6 WELL HOT DROP IN STEAM TABLE	STAINLESS STEEL	NO NUMBER
3 COUNTER TOP ELECTRIC DEEP FRYERS	STAINLESS STEEL	MADE BY ANVIL, VOLLRATH
24" ELECTRIC GRILL	STAINLESS STEEL	MADE BY ADCRAFT
6' 30" HIEGHT TABLE	STAINLESS STEEL	NO NUMBERS
TABLES	BLUE WITH WOOD GRAIN	4 LARGE TOP 3 SMALL TOP
CHAIRS	BLUE WITH WOOD GRAIN	22 EACH
SHARP MICROWAVE	WHITE	2 EACH
CONVECTION OVEN	STAINLESS STEEL	MAKER - CADCO MOD. # XA 015
ICE MACHINE	STAINLESS STEEL	
3 COMPARTMENT SINK	STAINLESS STEEL	
12 OUTDOOR TABLES	WHITE WITH ORANGE	
STORAGE BOXES	ORANGE AND WHITE	

SISTERS ON THE RISE

BREAKFAST

Egg and Cheese Biscuit	1.99
Sausage, Egg and Cheese	2.99
Sausage and Biscuit	1.09
Grits	.99
Bagel	1.50
Hash Brown	.75
Pancakes (3)	2.00 or .79 for 1
Hot Chocolate/Coffee	1.25(12oz)
Orange Juice	.99
Fountain Drinks/Tea	.99 (16oz)

SANDWICHES

Hamburger	3.00
Cheeseburger	3.25
Cheeseburger Combo	4.99
Grilled Cheese	2.00
Ham and Cheese	3.50
Turkey and Ham	3.50
Chicken Tenders	2.99
Chicken Tenders (Combo)	4.99
Sub Sandwich	3.99
Veggie Burger	3.00

APPETIZERS

BLT	3.50		
Tuna Sandwich	2.00		
Grilled Chicken	3.50		
Nachos and Cheese	2.99	Soup of the Day(12oz)	2.50
French Fries	2.00	Toss Salad	1.69
Pizza (Slice)	2.00		
Hot Dog	1.59		

Exhibit "B"

Lunch Specials \$5.95/ 2 side veggies with drink or tea

ITEMS THAT CAN BE CHANGED ON MENU

RED BEANS AND RICE
HOMEMADE CHICKEN POT PIE
LASAGNA
FRIED CHICKEN
BAKED CHICKEN
CHICKEN AND RICE CASSEROLE
BAKED HAM
LIVER AND ONIONS
MEATLOAF
BROWN RICE BLACK BEAN CASSEROLE
SALISBURY STEAK
CHOPPED STEAK
BAKED SPAGETTI
SPAGETTI AND MEATBALLS
SEAFOOD GUMBO
FRIED/BAKED FISH
CHICKEN FETTECINI

SANDWICHES WITH OR W/OUT FRIES **AND VARIETY OF SIDE ORDERS**

CHICKEN/BEEF/FISH/PORK

TURKEY/HAM SANDWICHES	\$ 3.50
HAMBURGERS/FRIES	3.59
CHEESEBURGER/FRIES	3.99
BAKED POTATO	2.59
VEGETABLES	1.29
RED BEANS AND RICE	3.99
DESSERT	2.50
CHICKEN WRAP	3.99
HAM OR TURKEY WRAP	3.99
FRIED OKRA	2.59
GUMBO (12oz)	3.99
CHILI (12oz)	3.99

DAILY MENU (VARIETY OF CHOICES)

ITEMS THAT CAN BE CHANGED ON MENU

BREAKFAST

BUTTERED GRITS	\$.99
CHEESE GRITS	1.09
OATMEAL	.99
CORN BEEF HASH	1.29
BACON	1.09
BISCUIT	.89
GRAVY BISCUIT	1.09
TOAST/FRENCH TOAST	.79
HOT/COLD CEREAL	1.09
MILK/JUICE	.89

SALAD BAR

MED. \$4.99 OR LARGE \$5.99

SOUP AND SALAD BAR *choices*

SOUP AND SALAD BAR: (CHOICES)

CELERY STICKS
BLACK OLIVES
BABY CARROTS
GREEN OLIVES
SLICED CUCUMBERS
CHOPPED EGGS
BACON BITS
CHERRY TOMATOES
SLICED BEETS
SLICED MUSHROOMS
SLICED ONIONS

DRESSING:

RANCH
HONEY MUSTARD
BLUE CHEESE
THOUSAND ISLAND
ITALIAN
HOUSE DRESSING
FRENCH
LOW FAT

SOUPS:

CHICKEN AND RICE
WHITE BEAN CHILI
HOMEMADE CHICKEN
POTATO SOUP
CREAM POTATO 'WITH BACON BITS
BROCCOLI CHEESE SOUP

SLICED BELL PEPPERS
BANANA PEPPER
BROCCOLI/CAULIFLOWERS
CRACKERS/CROUTONS
AMERICAN/SWISS CHEESE

SALAD:

MACARONI SALAD
POTATO SALAD
FRUIT SALAD
BEAN SALAD
TUNA SALAD

DESSERTS:

CHEESECAKE
BANANA PUDDING
PEACH/APPLE COBBLER
STRAWBERRY SHORTCAKE
APPLE PIE

SNACK BAR JURY MEAL

\$6.50 MEAL (with fries, drink or tea)

Hamburgers/Cheeseburgers
Chicken Tenders
Ham and Cheese
Turkey and Cheese
BLT
BB Pork sandwich

\$6.50 MEAL (Lunch Special)

Homemade Chicken Pot Pie
Fried Chicken
Salisbury Steak w/gravy
Chicken and Dumplings
Baked Spagetti
Red Beans and Rice
Chopped Steak
Liver and Onions
Meatloaf
Lasagna

This floor plan illustrates the 2300 level of the Pentagon. Key areas include:

- Top Section:** Labeled "MECHANICAL" and "OFFICE (28U1)" and "OFFICE (29U32)".
- Left Section:** Includes "CONF.", "STOR.", "VEST.", "3014F", "23014G", "23014E", "CONFERENCE", "BREAK", "STOR.", and "23014D".
- Center Section:** Features "20015", "23016C", "23016A", "23015", "23014E", "23015", "23016", and "CORRIDOR".
- Bottom Section:** Contains "CORR.", "MEN", "39", "40", "23017", "STOR.", "SHELL SPACE", and "EXISTING TERRACE".
- Right Section:** Labeled "OPEN OFFICE".
- Perimeter:** A red dashed line outlines a large area encompassing the central and bottom portions of the plan, including the "SHELL SPACE" and "EXISTING TERRACE".

53/997

REGISTER OF SUBMITTERS

Specification #PD 14-15.094 – RFP, Food Services M.C. Blanchard Building

RLI Due Date & Time: September 23, 2015 by 2:00 p.m. CDT

COMPANY NAME	PHONE NUMBER	FAX NUMBER	CONTACT PERSON
Palisade Enterprises, LLC	850-910-3125	850-564-1400	Paula Parsons LeVoyage@bellsouth.net
Sisters on the Rise, Inc.	850-341-7204 850-912-8889		Ruth Armstrong reasedeli@gmail.com Linda Allen
SUBMITTALS RECEIVED BY: Paul Nobles, CPPB, CPPO, Purchasing Coordinator DATE: 9-23-15			
SUBMITTALS NOTED BY: Eddie Wehmeier DATE: 9-23-15			

Noticed via e-mail 9/23/15


PRN:ehw



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9144

County Administrator's Report 13. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: Contract Award, PD 02-03.79, Professional Services as Governed by Florida Statute 287.055

From: Chip Simmons, Assistant County Administrator

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Infrastructure Engineers, Inc. - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board take the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055:

A. Award and authorize the County Administrator to sign Task Order-Based Continuing Contract to Infrastructure Engineers, Inc., a qualified engineering consulting firm, per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services) on a "Maximum Ceiling" basis fee schedule, as follows:

- Maximum Overhead - 168%
- Maximum Profit - 12%
- Maximum (Facility Cost of Capital Monies) FCCM - 1.50%
- Maximum Multiplier - 301% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on a audited or auditable financial package)

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services) on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis and Project basis]

BACKGROUND:

The legal advertisement for this "Request for Letters of Interest" RLI was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003 in compliance with Professional Services as Governed by Florida Statute F.S. 287.055. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative. The

award of this contract does not indicate the issuance of a Purchase Order at this time.

BUDGETARY IMPACT:

Funds to be budgeted for on an annual basis and Project basis

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form F, Consulting Services

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

The legal advertisement for this "Request for Letters of Interest" RLI was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003 in compliance with Professional Services as Governed by Florida Statute F.S. 287.055. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative. The award of this contract does not indicate the issuance of a Purchase Order at this time.

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documentation and agreement signature, the Office of Purchasing shall notify the Department(s). The Office of Purchasing shall work with Department(s) in negotiation of Task Orders.

Attachments

Agreement

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

Infrastructure Engineers, Inc.

For

**Professional Services as Governed by Florida Statute 287.055
(PD 02-03.79)**

FORM F: CONSULTING SERVICES FOR TASK ORDERS

(Revised July 11, 2013)

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AGREEMENT

This is an Agreement between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 221 Palafox Place, Pensacola, Florida 32502-1590, (hereinafter referred to as "County,") and Infrastructure Engineers, Inc., a for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is 59-3221706, and whose business address is, 2121 Old Hickory Tree Road, St. Cloud, Florida, 34772, (hereinafter referred to as "Consultant").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

ARTICLE 1 **DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS:

The Board of County Commissioners is the governing body of Escambia County, Florida.

1.2 CONSULTANT:

Infrastructure Engineers, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR:

Whenever the term Contract Administrator is used herein, it is intended to mean Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator, Escambia County Office of Purchasing. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 COUNTY:

Escambia County, Florida is a body corporate and politic and a political subdivision of the State of Florida.

1.5 NOTICE TO PROCEED:

The Notice to Proceed is the written authorization as defined in Section 1.10 issued by the County or the Contract Administrator to commence the project.

1.6 PROJECT:

The project is the task, as defined in Section 1.10, assigned to the Consultant pursuant to this Agreement.

1.7 PROJECT MANAGER:

The project manager shall mean the staff person within the County who is assigned by the Contract Administrator to oversee the task order work.

1.8 SCOPE OF SERVICES:

The intent of this Agreement is to make available certain design, engineering, surveying, and inspection services for Escambia County as requested and as outlined herein.

1.9 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

1.10 TASK ORDER:

The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected

by the Board of County Commissioners, and this Agreement incorporates the results of such negotiations.

2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected Infrastructure Engineers, Inc., to perform such services hereunder.

2.3 Escambia County will budget funds for each task order issued under the Agreement.

ARTICLE 3

SCOPE OF SERVICES

3.1 The Consultant will provide Professional Services as Governed by Florida Statute 287.055 as hereinafter described in this Article 3 for tasks outlined in Escambia County's RFP Specification No. P.D. 02-03.79. In the event of a conflict between the terms of the RFP and this Agreement, the terms of this Agreement shall prevail.

3.2 The basic professional services to be provided are as set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specifically excluded from any particular task order, these services shall comport with County guidelines for construction and retrofitting of projects, and local ordinances, State, and Federal laws and regulations.

ARTICLE 4

ORDERING OF THE WORK

4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of task orders to be assigned to the Consultant.

4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each task order. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services pursuant to Section 3.2.

4.3 In the event a mutually agreeable number of hours is reached, the County will issue a task order which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open

negotiations for the same scope of work with another firm.

ARTICLE 5 **TIME FOR PERFORMANCE**

5.1 As a part of its task order proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during task order negotiations.

5.2 Prior to beginning the performance of any basic professional services under this Agreement, the Consultant must receive a written Notice to Proceed from the County. For those task orders where a mutual agreement of a fair and reasonable price has been reached, a copy of the fully executed task order will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a task order, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

ARTICLE 6 **COMPENSATION AND METHOD OF PAYMENT**

6.1 COMPENSATION:

(a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit B, attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the staff individual of user department and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.

(b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit B, attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

6.2 ANNUAL APPROPRIATION:

Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation

to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

6.3 DIRECT EXPENSES:

(a) Direct expenses directly attributable to a task order will be borne by the Consultant and will include, but not be limited to, the following:

1. Transportation expenses in connection with any task order.
2. Living expenses in connection with travel inside and outside of Escambia County and other related expenses.
3. Long distance communications and other miscellaneous communications expenses.
4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Agreement.
5. Cost of any software or hardware used or developed for any task order.

(b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Agreement.

6.4 METHOD OF BILLING AND PAYMENT:

(a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly estimate includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project task order.

(b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.

(c) Upon approval of the estimate by the County, payment upon properly executed payment requisitions shall be made to the Consultant within forty five (45) days.

- (d) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

6.5 Payment requisitions will be sent to: Notices will be sent to:

To Be Determined Per Task Order County Administrator
Escambia County Administrator
221 Palafox Place
Pensacola, Florida 32502-1590
(850) 595-4900
(850) 595-4908

6.6 Payments and notices will be made to the Consultant at:

David Orr, CBI, Office Manager
Infrastructure Engineers, Inc.
2121 Old Hickory Tree Road
St. Cloud, Florida 34772

(a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

ARTICLE 7

ADDITIONAL SERVICES AND

CHANGES IN SCOPE OF SERVICES

7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the procurement policies of Escambia County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

7.2 The County or the Consultant may request changes that would increase,

decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. This mutual agreement will be formalized by a written change order to the task order issued by the County to the Consultant.

ARTICLE 8

COUNTY'S RESPONSIBILITIES

8.1 The County shall assist the Consultant by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

8.2 The County shall make available to the Consultant, as required for performance of the Consultant's basic services, data prepared by or services of others, including without limitation (as may be appropriate) core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations.

8.3 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.

8.5 The County will assist in obtaining approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the task order by the Consultant.

8.6 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

8.7 The County will perform an evaluation of the services provided by the Consultant at the completion of work of each task order. This evaluation will consider the timeliness as well as the quality of services provided during that task order for the purpose of determining whether additional task orders will be awarded to the Consultant by the County.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

9.1 **QUALITY OF SERVICES:**

- (a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.
- (b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.
- (c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- (d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

9.2 **CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:**

- (a) The design services provided to the County by the Consultant shall be certified by professional engineers registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional engineers.
- (b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.
- (c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Engineer of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 10
GENERAL CONDITIONS

10.1 OWNERSHIP OF DOCUMENTS

(a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

10.2 SUSPENSION OR TERMINATION OF WORK:

(a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a task order for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the contract time as provided for the completion of the project.

(b) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(c) Termination of the Consultant for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(d) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss

pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the project.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

10.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

10.4 NO CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10.5 SUBCONTRACTORS

In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the Consultant must secure the prior written approval of the County unless such work is specifically detailed in the task order.

Any subcontractors or other professional associates retained by Consultant must carry the appropriate insurance coverage as specified in paragraph 10.8 below in an amount equal to or greater than the coverage carried by the Consultant.

10.6 ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Government and its successors.

10.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

10.8 INSURANCE:

The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the

professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10.9 CLAIMS AND DISPUTES:

(a) A claim is a demand or assertion by one of the parties to this Agreement seeking an adjustment or interpretation of the terms of the contract documents, payment of money, extension of time or other relief with respect to the terms of the contract documents. The term "claim" also includes other disputes and matters in question between the County and the Consultant arising out of or relating to the contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.

(b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Agreement or else the Consultant shall be deemed to have waived that claim.

(c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the contract documents during the pendency of such claim.

10.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the project shall be addressed.

10.11 ALL PRIOR AGREEMENTS SUPERSEDED

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

10.12 TRUTH-IN-NEGOTIATION CERTIFICATE:

Signature of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

10.13 HEADINGS:

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

10.14 GRATUITIES:

Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

10.15 CONFLICT OF INTEREST:

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46 of the Escambia County Code of Ordinances.

10.16 SURVIVAL:

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

10.17 GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

10.18 INTERPRETATION:

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

10.19 SEVERABILITY:

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

10.20 COMPLIANCE WITH LAWS:

The Consultant shall keep fully informed regarding and shall fully and timely

comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

10.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

10.22 PARTICIPATION IN OTHER PROCEEDINGS:

At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

10.23 FURTHER DOCUMENTS:

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

10.24 NO WAIVER:

The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Board Chairman, duly authorized to execute this Agreement through the express delegation of authority set forth in Article II of Chapter 46, Escambia County Code of Ordinances, and Infrastructure Engineers, Inc., signing by and through its President, duly authorized to execute same.

CONSULTANT:

Infrastructure Engineers, Inc., a for-profit corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Frank Hickson, PE,
President

By: _____
Secretary
[CORPORATE SEAL]

Date: _____

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS: _____

By: _____
Jack R. Brown, County Administrator

WITNESS: _____

Date: _____

BCC Approved: October 22, 2015

Maximum Continuing Contract Fee Schedule Acceptance

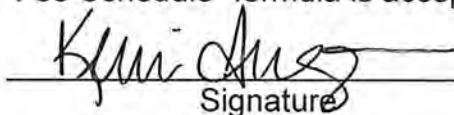
In order for a "Continuing Contract" to be established between Escambia County, Florida a fee schedule must be established. The Office of Purchasing on behalf of Escambia County offers a "Fee Schedules" consisting of:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
 - Maximum Multiplier – 301.66% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

Please do not provide these numbers with your letter of interest. Your acceptance of the above maximums will suffice.

Individual Task Orders will be negotiated with the "Fee Schedules" as a "ceiling".

☒ Yes, the "Fee Schedule" formula is acceptable.



Signature

Kerri Ingham

Vice President

Title

☐ No, the "Fee Schedule" formula is not acceptable.

Signature

Title



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9129

County Administrator's Report 13. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: Approval of Agreement Between Escambia County and Andrea Minyard, M.D., District 1 Medical Examiner

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement between the Board of County Commissioners and Andrea Minyard, M.D., District 1 Medical Examiner - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Agreement between the Board of County Commissioners and Andrea Minyard, M.D., District 1 Medical Examiner:

A. Approve the State of Florida, County of Escambia, Agreement between Board of County Commissioners and District 1 Medical Examiner, Andrea Minyard, M.D., for Medical Examiner Services for Escambia County, Florida, effective for one year from October 1, 2015, through September 30, 2016, in the amount of \$847,370, to be paid from the General Fund (001), Cost Center 410201;

B. Authorize the Chairman to sign the Agreement for Medical Examiner Services; and

C. Authorize the issuance of the necessary Purchase Order.

BACKGROUND:

The current agreement with the District 1 Medical Examiner expired on September 30, 2015. The new agreement will expire on September 30, 2016.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2015/2016 General Fund (001) Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of this Agreement and the necessary purchase order.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Medical Examiner Agreement FY 2015-2016

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**AGREEMENT BETWEEN BOARD OF COUNTY COMMISSIONERS AND
DISTRICT I MEDICAL EXAMINER ANDREA MINYARD, M.D., FOR MEDICAL
EXAMINER SERVICES FOR ESCAMBIA COUNTY, FLORIDA**

THIS AGREEMENT is made and entered into on this 1st day of October, 2015, by and between Escambia County, Florida, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, (hereinafter referred to as the "County"), and Andrea Minyard, M.D., District I Medical Examiner of the State of Florida, with administrative offices at 5151 North 9th Avenue, Pensacola, FL 32504 and a federal tax identification number of 54-2143487 (hereinafter referred to as the "Medical Examiner").

WITNESSETH:

WHEREAS, pursuant to Chapter 406, Florida Statutes, Andrea Minyard, M.D., has been appointed District Medical Examiner by the Governor in and for Medical Examiner District I of the State of Florida; and

WHEREAS, Chapter 406, Florida Statutes, requires the Board of County Commissioners of each county within a Medical Examiner District to establish and to pay the reasonable salary, fees, and expenses of the Medical Examiner and associate medical examiners; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of Escambia County that the County enter into an Agreement with the Medical Examiner for the performance as an independent contractor of her statutory duties in Escambia County; and

WHEREAS, the County and Medical Examiner have agreed to execute this Agreement for the purposes of setting the terms and conditions of such employment as required under Section 406.06, Florida Statutes.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE 1
Recitals**

- 1.1** The recitals and all statements contained herein are incorporated into and made a part of this Agreement.
- 1.2** All previous agreements entered into between the County and the Medical Examiner are hereby terminated and replaced by this Agreement.

**ARTICLE 2
Scope of Services**

- 2.1** The Medical Examiner shall provide the professional services described in the Scope of Services, attached hereto as "Exhibit A" and incorporated by reference herein, to assist the County in complying with Chapter 406, Florida Statutes.

- 2.2** The Medical Examiner shall perform the services for Escambia County required of her by Florida law and the regulations of the Florida Department of Law Enforcement. She is authorized to appoint such associate medical examiners, investigators, and other staff personnel as are reasonably necessary to assist her in the performance of this Agreement; provided, however, during its term, she shall not engage more staff than provided for in the approved County budget for Fiscal Year 2015/2016 without first obtaining approval of the County.
- 2.3** Unless otherwise specified, these services shall be completed in accordance with the standard care in the profession of medicine at the time such services are rendered, or in accordance with the State of Florida statutory standards, as applicable.
- 2.4** Such medical examiner services, generally, shall include those professional services performed pursuant to Chapter 406, Florida Statutes by a licensed pathologist, her employees, subcontractors, and any other services specifically included herein.
- 2.5** Medical Examiner District I is an independent special district created for the restricted purposes set out in Chapter 406, Florida Statutes, and the Medical Examiner is a district officer of the State of Florida.
- 2.6** The Medical Examiner as head of Medical Examiner District I, an agency of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for her negligent acts or omissions or tortuous acts and for those of the district's employees, authorized agents, or representatives which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by Medical Examiner District I or the County to which sovereign immunity applies. Nothing herein shall be construed as consent by Medical Examiner District I or the County to be sued by third parties in any matter arising out of this Agreement.
- 2.7** The parties understand and agree that the Medical Examiner shall provide to the County the services required herein as an independent contractor and shall not be considered for any purpose an employee, agent, joint venturer, or partner of the County.

ARTICLE 3

Subcontractors

- 3.1** The County approves the use of subcontractors by the Medical Examiner. In the event the Medical Examiner, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates not presently employed her, the County may require the prior written approval before employment of such persons unless such personnel are already included in the current Medical Examiner District I budget.

ARTICLE 4

Term of the Contract and Time Requirements

- 4.1** This Agreement shall become effective October 1, 2015, and will remain in effect until terminated by the County pursuant to Article 8.1, or until expiration of the Agreement on September 30, 2016. It may be renewed by the parties subject to an annual appropriation of the Board of County Commissioners. The Medical Examiner shall promptly begin and shall diligently provide the professional services contemplated herein in accordance with the Scope of Services, provided in "Exhibit A".

- 4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.
- 4.3 Prior to beginning the performance of any services under this Agreement, the Medical Examiner must receive in writing a Notice to Proceed from the County's Contract Administrator.

ARTICLE 5
Compensation and Method of Billing and Payment

- 5.1 **Compensation:** The County agrees to pay the Medical Examiner, as compensation for her professional services. As consideration for the services to be provided for herein, the County's compensation shall not exceed the County's approved annual budget for Medical Examiner services and all amendments thereto for Fiscal Year 2015/2016.

5.1.1 The annual budget for Fiscal Year 2015-2016 approved by County prior to any amendments is Eight Hundred, Forty Seven Thousand, Three Hundred, Seventy and 00/100 dollars (\$847,370.00).

5.1.2 The Medical Examiner shall comply with the spending limitations imposed by the annual budget as provided herein and authorized by the Escambia County Board of County Commissioners. If, however, extraordinary events should occur including, but not limited to, a man-made or natural mass casualty incident, which could not reasonably be contemplated at the time the annual budget was approved, the Medical Examiner may submit a budget amendment to the County for approval by the Escambia County Board of County Commissioners. The annual budget may only be amended upon mutual written agreement of the Parties.

- 5.2 **Compensation Schedule:** The compensation schedule, as used herein, shall mean the charges for those tasks performed by the Medical Examiner pursuant to Chapter 406, Florida Statutes.

5.2.1 Such compensation shall include the Medical Examiner'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 office overhead expenses, profit, and all other professional fees, costs, and expenses of every type.

- 5.3 **Method of Billing and Payment:**

- (a) The Medical Examiner shall be paid monthly for budgeted salaries, fees, and expenses. However, any such payments shall not be made more frequently than once a month. The Medical Examiner shall submit monthly invoices with documentation of actual expenditures, with the exception of professional fees. Professional fees will be billed in twelve equal monthly installments of the appropriate budgeted amount. Upon review, the County shall pay all eligible salaries and expenses for that month. Any portion of the budgeted amount not used by the Medical Examiner shall be retained by the County at the end of the fiscal year, once final payment has been made for invoiced expenses.
- (b) Payments for operating expenses shall be made monthly for properly incurred expenses as budgeted during that month; provided, however, that any monies

paid for legal services expenses shall be a portion of a discreet sum-certain annually budgeted expense amount and shall not entitle the Medical Examiner to additional payment beyond that stated amount. Under no circumstances is this section to be interpreted as to provide for an indemnification by the County for attorney fees or other legal costs incurred by the Medical Examiner.

- (c) The County agrees that it shall pay the Medical Examiner within twenty (20) business days of receipt of the Medical Examiner's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

5.4 Additional Services and Changes in the Scope of Services: The County or the Medical Examiner may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the laws of the State of Florida and the 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.

5.5 Notices:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

- (b) Unless otherwise notified in writing of a new address, all notices, payments, 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 change of 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 Medical Examiner shall be sent to:

Andrea Minyard, M.D.
District Medical Examiner
Gulf Coast Autopsy Physicians, P.A.
P. O. Box 10981
Pensacola, FL 32524-0981

- (d) Invoices to County shall be sent to: Notices to County shall be sent to:

Stephan Hall, Budget Manager
Mgmt. & Budget Services Dept.
P. O. Box 1591
Pensacola, Florida 32591

Jack R. Brown
County Administrator
P. O. Box 1591
Pensacola, Florida 32591

ARTICLE 6
Cooperation of the County

- 6.1 It shall be the obligation of the County to provide the Medical Examiner with all reasonably required resources pursuant to Chapter 406, Florida Statutes necessary to successfully carryout the duties of her office.
- 6.2 The County shall give prompt written notice to the Medical Examiner whenever the County observes or otherwise becomes aware of any development that affects the scope of timing or the Medical Examiner's services, or any defect in the work of the Medical Examiner.

ARTICLE 7
Contractor's Responsibilities

- 7.1 The Medical Examiner shall not discriminate against any employee or applicant for employment because race, color, religion, sex, age, national origin, disability or martial status. The Medical Examiner shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Medical Examiner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the personnel officer setting forth the provisions of this equal opportunity clause.
- 7.2 The Medical Examiner and her employees, agents, and any subcontractors and their employees and agents shall be deemed to be independent contractors and not agents or employees of the County; shall not attain any rights or benefits under Escambia County Civil Service or retirement or health benefits of the State of Florida through the County or any other right generally afforded to County classified or unclassified employees, and furthermore, shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the County.

ARTICLE 8
General Provisions

- 8.1 **Termination:**
- (a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination date.
- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable State of Florida rules, laws, regulations, and County 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. The Medical Examiner shall be paid the pro rata share of her salary, fees, and expenses through the date of the termination of this Agreement.

8.3 Records:

- (a) The Medical Examiner shall keep 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 charged to this Agreement and for any expenses for which the Medical Examiner 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 salary, any fees, or expenses based upon such entries.
- (b) The Medical Examiner 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 Chapter 119, Florida Statutes, as amended. In the event the Medical Examiner fails to abide by the provision of Chapter 119, the County may without prejudice to any right or remedy and after giving the Medical Examiner seven (7) days written notice, during which period the Medical Examiner still fails to allow access to such document, terminate the employment of the Medical Examiner. In such case, the Medical Examiner shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing to the Medical Examiner (excluding monies owed the Medical Examiner for subcontractor work).

8.4 Assignment: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Medical Examiner, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

8.5 Insurance: The Medical Examiner 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 with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employers' liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A-"rated with a minimum financial size of VII, according A.M. Best Key Rating Guide, Latest Edition. Liability policies shall be underwritten on the occurrence basis, except the professional impairments coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured" on all liability policies (except professional liability). Certificates of insurance shall be provided to the Office of Management and Budget Post Office Box 1591, Pensacola,

Florida 32597-1591. 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.

8.6 Representative of County and Medical Examiner:

- (a) It is recognized that questions in the day-to-day conduct of this contract will arise. The Contract Administrator, upon request by the Medical Examiner in writing, shall state the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.
- (b) The Medical Examiner shall inform the Contract Administrator in writing to whom matters involving the conduct of the Agreement shall be addressed.

8.7 All Prior Agreements Superseded:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms 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.

8.8 Truth-in-Negotiation Certificate: The signing of this Agreement by the Medical Examiner shall act as the execution of a truth-in-negotiation certificate stating that salary rates and other 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 costs. Such contract adjustments shall be made within one (1) year following the end of this Agreement.

8.9 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.

8.10 Gratuities: Neither the Medical Examiner 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 Medical Examiner acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Medical Examiner; the Medical Examiner agrees to abide with such statutes.

8.11 Conflict of Interest: The Medical Examiner hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with her performance, which it believes that any officer, employee, or agent of the Medical Examiner now has or will have. The Medical Examiner shall make disclosure contemporaneously with the execution of this Agreement and at any time thereafter that

such facts become known to the Medical Examiner. The Medical Examiner at all times shall perform her 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.

- 8.12 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.
- 8.13 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.
- 8.14 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 meaning, are used in accordance with such recognized meaning. 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 Medical Examiner 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 Medical Examiner 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.
- 8.15 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.
- 8.16 Compliance with Laws:** The Medical Examiner 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 Medical Examiner shall observe all laws, rules, and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- 8.17 Participation in Other Proceedings:** At the County's request, the Medical Examiner shall allow itself to be joined as a party in any legal proceeding that involved the County regarding 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.
- 8.18 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.

8.19 No Waiver: The failure of the Medical Examiner of 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 through its Board of County Commissioners, signing by its duly authorized Chairman and Andrea Minyard, M.D., Medical Examiner for Medical Examiner District I of the State of Florida.

COUNTY:

ESCAMBIA COUNTY, FLORIDA a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

Deputy Clerk

BCC Approved: _____

(SEAL)

MEDICAL EXAMINER:

ANDREA MINYARD, M.D., the duly appointed Medical Examiner for Medical Examiner District I of the State of Florida.

Witness

By: _____
Andrea Minyard, M.D.

Witness

Date: _____

This document approved as to form and legal sufficiency.

By: Kristin Hual

Title: ACP

Date: 10/1/15

Exhibit "A"

SCOPE OF SERVICES

The Medical Examiner shall perform all the statutory duties set out in Chapter 406, Florida Statutes as the Medical Examiner for Escambia County.

The professional services provided to Escambia County by the Medical Examiner shall include, but are not limited to the following:

1. Performing medico-legal autopsies.
2. Performing medico-legal observations.
3. Performing medico-legal investigations.
4. Approving all cremation/burial-at-sea/scientific donation requests.
5. Examining selected death scenes.
6. Teaching law enforcement, emergency responders, and forensic science students.
7. Being available for consultation 24 hours/day, 7 days/week, including holidays.
8. Conducting monthly meetings for law enforcement and prosecutors when fully staffed.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9122

County Administrator's Report 13. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: Issuance of Fiscal Year 2015/2016 Purchase Orders in Excess of \$50,000

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2015/2016 Purchase Orders in Excess of \$50,000 for Contracts Managed by Management and Budget Services - Stephan Hall, Budget Manager, Management and Budget Services

That the Board, for Fiscal Year 2015/2016, approve the issuance of individual Purchase Orders, for Contacts managed by Management and Budget Services, based upon previously awarded annual requirements as follows:

A. Northwest Florida Legal Services, Inc. - \$124,688

Vendor Number: 141832

Legal Aid

Fund 115; Cost Center 410802; Account Code 58201

B. Warren Averett, LLC - \$211,385

Vendor Number: 230810

Audit Services

Fund 001; Cost Centers 140201 / 140701; Account Code 53101

PD#13-14.054

Board Approved: 7/10/2014

C. SMG - \$263,250

Vendor Number: 190107

Bay Center Management Fee

Fund 409; Cost Center 360401; Account Code 53401

Board Approved: Amendment dated 5/21/2015

D. Florida Department of Health d/b/a Escambia County Health Department - \$337,649

Vendor Number: 051513

Health Services

BACKGROUND:

These allocations are included in the Fiscal Year 2015/2016 Budget. The Northwest Florida Legal Services purchase order is the result of a state mandate to fund certain legal aid services within the County. The mandate and the amount are set in Florida Statutes 939.185.

The Warren Averett purchase order is for the County's annual audit contract. This contract was awarded by the Board on July 14, 2014 following an RFP in compliance with Florida Statutes 218.391.

The SMG purchase order is for the SMG basic management fee as contained in the contract approved by the Board on February 16, 2012.

The Florida Department of Health purchase order is to fund the County's contribution to the Health Department.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2015/2016 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of purchase orders exceeding \$50,000.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Warren Averett Contract

Amendment to Pensacola Bay Center Contract

7/10/2014 CAR II-8

AGREEMENT FOR FINANCIAL AUDITING SERVICES PD 13-14.054

THIS AGREEMENT is made this 10th day of July, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Warren Averett, LLC (hereinafter referred to as "Auditor"), a limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 45-4084437, and whose principal address is 2500 Acton Road, Birmingham, AL 35243.

WITNESSETH:

WHEREAS, on April 28, 2014, the County issued a Request for Proposal for Financial Auditing Services (PD13-14.054). This Request for Proposal, together with all exhibits, attachments, appendices and addenda, is referred to herein as the "RFP".

WHEREAS, in response to the RFP, the Auditor submitted to the County a proposal dated May 21, 2014. This proposal, together with all attachments and materials, is referred to herein as the "Proposal".

WHEREAS, the COUNTY intends to enter into a non-exclusive agreement for the provision of Annual Financial Audit Services by the AUDITOR to the COUNTY; and,

WHEREAS, the COUNTY requires certain professional services in connection with annual financial auditing services and,

WHEREAS, the AUDITOR represents that it is capable and prepared to provide such services:

WHEREAS, the parties hereto also desire that this Agreement shall be construed to authorize the COUNTY to request and the AUDITOR to provide expert witness services in connection with court proceedings arising out of projects in which the AUDITOR provided audit services;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 – TERM

This Agreement shall commence upon the effective date and continue for a term of five (5) years, subject to termination as provided herein.

ARTICLE 2 – SERVICE TO BE PERFORMED BY CONSULTANT

The AUDITOR shall perform the services as specifically stated in the Scope of Work, attached hereto as **Exhibit A**, and the Auditor's Proposal and as may be specifically designated and additionally authorized by the COUNTY through the issuance of a Work Order. Such additional authorizations will be in the form of a Work Order, which will set forth a specific Scope of Services, amount of compensation, deliverables and completion date and shall be subject to the approval of the BCC in accordance with the COUNTY'S Purchasing Policies and Procedures.

Verified By: *[Signature]*

Date: 7/15/2014

AUDITOR shall perform no work until all applicable work authorization is obtained in accordance with the COUNTY'S Purchasing Policies and Procedures and countersigned by the AUDITOR.

ARTICLE 3 – COMPENSATION

The COUNTY shall pay AUDITOR in accordance with **Exhibit B**, Billing Payment Schedule, and **Exhibit C**, Hourly Rate and Fee Structure, which are attached hereto and incorporated by reference as part of this Agreement. Failure to submit timely the audit report will result in the withholding of further fee payment by the County until satisfactory submission is made. In the event all annual financial audit services for the fiscal year are not completed on or before February 15th, Auditor shall thereafter forfeit ten percent (10%) of its allotted retainage per week until said services are complete. In addition, the County thereafter reserves the right to terminate this agreement upon completion of the auditor services for the fiscal year in question and re-award a contract for the remaining audit years to another vendor.

In the event there are delays caused by actions or omissions of the County that delay the auditor's performance pursuant to the audit schedule, the BCC will grant the auditor reasonable extensions of the schedule. In other cases, upon a finding of good cause, the BCC may extend the schedule only upon written request by the auditor. However, in the performance of all services under this agreement, dates for preparation, submission, and review of the audits established by the Auditor General of the State of Florida and any other applicable laws, regulations, and rules shall be complied with and shall prevail over this section.

ARTICLE 4 – STANDARD OF CARE

AUDITOR shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional surveyor, under similar circumstances and AUDITOR shall, at no additional cost to the COUNTY, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 5 – INDEMNIFICATION

AUDITOR shall indemnify and hold harmless the COUNTY, its officers, and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of AUDITOR and persons employed or utilized by AUDITOR in the performance of this Agreement. Except as specifically provided herein, this Agreement shall not require the AUDITOR to indemnify the COUNTY, its officers, and employees from any liability, damage, loss, claim, action or proceeding.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the COUNTY to enforce this Indemnification Clause shall be borne by the AUDITOR. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

ARTICLE 6 – INDEPENDENT CONTRACTOR

AUDITOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The COUNTY shall have no right to supervise the methods used, but the COUNTY shall have the right to observe such performance. AUDITOR shall work closely with the COUNTY in performing Services under this

Agreement. The AUDITOR shall not receive any COUNTY benefits, stipend or privileges afforded to COUNTY employees.

ARTICLE 7 – COMPLIANCE WITH LAWS

In performance of the Services, AUDITOR will comply with applicable regulatory and other applicable requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 8 – INSURANCE

During the performance of the Services under this Agreement, AUDITOR shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverage shall be written by an insurance company authorized to do business in Florida.

WORKERS COMPENSATION

The AUDITOR shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all its employees with limits meeting all applicable state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any agent of AUDITOR that does not have their own Workers' Compensation and Employer's Liability Insurance. Thirty (30) days notice of cancellation, lapse or material modification is required and must be provided to the COUNTY via Certified Mail.

COMMERCIAL GENERAL LIABILITY

The AUDITOR shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with a \$10,000 deductible.

The COUNTY must be named as an additional insured. The additional insured requirement is waived if owners and Contractors' Protective Coverage is also provided, or required. Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation.

BUSINESS AUTOMOBILE LIABILITY

The AUDITOR shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event that the AUDITOR does not own any vehicles, the COUNTY will accept hired and non-owned coverage in the amounts listed above. In addition, the COUNTY requires an affidavit signed by the AUDITOR indicating the following:

_____ does not own any vehicles.
"Name of Auditor"

In the event we acquire any vehicles throughout the term of this Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Name of Auditor"

Comprehensive Form coverage as of the date of acquisition.

Consultant's

Signature: _____

-

Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation, lapse or material modification of any coverage required by this Agreement.

PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

The AUDITOR shall procure and maintain, for the life of this Contract/Agreement either Professional Liability Insurance or Errors and Omissions Insurance. This coverage is for damages arising out of the insured's negligence, mistakes or failure to take appropriate action in the performance of business or professional duties. This coverage shall be on a "Claims Made" basis.

The minimum limits of coverage shall be \$1,000,000 per occurrence with a deductible of no more than \$10,000.

Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation.

SUPPLEMENTAL PROVISIONS

1. The insurance coverage and conditions afforded by this policy(s) shall be suspended, voided, canceled or modified except after thirty (30) days prior written notice by Certified Mail, Return Receipt Required, has been given to the COUNTY.
2. Certificates of Insurance meeting the specific required provision specified within this Contract/Agreement shall be forwarded to the COUNTY, and approved prior to the start of any work or the possession of any COUNTY property or the commencement of Services, as application.

SUBCONTRACTOR'S INSURANCE

The AUDITOR shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverage's required of the successful AUDITOR. Each subcontractor shall furnish to the successful AUDITOR two copies of the Certificate of Insurance, and successful AUDITOR shall furnish one copy of the Certificate of Insurance to the COUNTY.

ARTICLE 9 – COUNTY'S RESPONSIBILITIES

The COUNTY shall be responsible for providing all reasonably required access to all project sites, and providing information on hand including other data that are available in the files of the COUNTY.

ARTICLE 10 – TERMINATION OF AGREEMENT

The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

COUNTY shall have the right to terminate this Agreement or suspend performance thereof without cause for the COUNTY'S convenience upon fourteen (14) days written notice to AUDITOR, and AUDITOR shall terminate or suspend performance of services on a schedule acceptable to COUNTY or at the end of this fourteen (14) day period, at the option of the COUNTY. In the event of termination or suspension for COUNTY'S convenience, COUNTY shall pay AUDITOR for all services performed through the date of notice of termination or suspension.

ARTICLE 11 – NONDISCLOSURE OF PROPRIETARY INFORMATION

AUDITOR shall consider all information provided by COUNTY and all reports, studies, calculations and other documentation resulting from the AUDITOR'S performance of the Services to be proprietary unless such information is available from public sources or is a public record under Florida law. AUDITOR shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of COUNTY or in response to legal process.

ARTICLE 12 – UNCONTROLLABLE FORCES

Neither the COUNTY nor AUDITOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited, fire, flood, earthquakes, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13 – GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Escambia County, Florida and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 14 – MISCELLANEOUS

14.1 Non-waiver

A waiver by either COUNTY or AUDITOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

14.2 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion of provisions held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of compensation jurisdiction.

14.3 Political Campaigns

During the term of this Agreement, the AUDITOR or any employee or associate, shall not be involved in any political campaign for COUNTY elective office nor make financial contribution to any such campaign.

ARTICLE 15 – INTEGRATION AND MODIFICATION

This Agreement is adopted by the COUNTY and AUDITOR as a final, complete and exclusive statement of the terms of the Agreement between the COUNTY and AUDITOR. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters of other communications between the CITY and AUDITOR pertaining to the Services, whether written or oral.

The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by both the COUNTY and AUDITOR.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

The COUNTY and AUDITOR each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives. Any assignment, sale, pledge, or conveyance of this contract by AUDITOR must be previously approved by the COUNTY, whose consent may be reasonably withheld.

ARTICLE 17 – CONTINGENT FEES

The AUDITOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AUDITOR 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 AUDITOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 – TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the AUDITOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the AUDITOR'S most favored customer for the same or substantially similar services.

The said rates and cost shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 19 – OWNERSHIP OF DOCUMENTS

AUDITOR shall be required to work in harmony with other auditors/consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY upon completion for its use and distribution as may be deemed appropriate by the COUNTY.

The AUDITOR 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 AUDITOR fails to abide by the provisions of Chapter 119, Florida Statutes, the County without prejudice to right or remedy and after giving the AUDITOR and its surety, if any, seven (7) days written notice, during which period the AUDITOR still fails to allow access to such documents, terminates this agreement with the AUDITOR. In such case, the AUDITOR 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 AUDITOR.

ARTICLE 20 – USE OF OPERATIONAL SYSTEMS AND COMPUTER SOFTWARE

The AUDITOR shall obtain the County's written permission prior to using the County's computer system or software. The AUDITOR agrees that such system use will be controlled by the County so as not to disrupt its ongoing daily operations.

ARTICLE 21 – NOTICE

Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

COUNTY:
Board of County Commissioners
Management Services Bureau
Attention: Amy Lovoy
221 Palafox Place, Suite 440
Pensacola, FL 32502

AUDITOR:
Warren Averett, LLC
Attention: Jack A. Rowell
316 South Baylen Street, Suite 300
Pensacola, FL 32502

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time-to-time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e., printed) after 5:00 CDT pm or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of AUDITOR and COUNTY.

ARTICLE 22 – PROJECT TEAM

The Project Team shall consist of:

Jack Rowell, Kristen McAllister, Clare Huffman, Dan Morley,
Tara Godbey, Valerie Eberlin, Angela Balent, Carol Phillips,
Roger Hornberger

Project Team members may be changed only with the prior written approval of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

ATTEST: Pam Childers
Clerk of the Circuit Court



By: [Signature]
Deputy Clerk

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

By: [Signature]
Lumon J. May, Chairman

Date: _____

BCC Approved: 07-10-2014

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 6/12/14

WARREN AVERETT, LLC

By: [Signature] 6/24/14
Jack Rowell

WITNESS: [Signature] 6/24/14

WITNESS: [Signature] 6/24/14

Date Executed
7/10/2014

PART II – STATEMENT OF WORK

2.1 WORK OBJECTIVE

This RFP solicits proposals from certified public accounting firms to provide the County with an annual financial statement audit. The RFP is to provide responding parties with guidelines and information to aid in their submission of proposals.

The County will contract for five annual audits (2014, 2015, 2016, 2017, and 2018) based on a fee not to exceed a maximum amount (per year) with provisions for extension of the contract for five one year renewal terms. Additional services will be contracted for separately with the County reserving the right to solicit to other firms.

Escambia County has a population of approximately 296,000 people and is located in the northwestern part (the "Panhandle") of Florida. The County employs some 2,547 full-time employees and has total net position of over \$639 million and revenues of over \$290 million for the year ending September 30, 2013. The County organizational chart is presented on pages 32 and 33. The County has consecutively received the GFOA's Certificate of Achievement .

The County provides a pension plan through the Florida Retirement System (FRS) for all full-time employees of the County. FRS is a multiple employer cost sharing defined benefit pension plan established in 1970 by Chapter 121, Florida Statutes and is administered by the Florida Department of Management Services, Division of Retirement. Financial reports including financial statements and required supplementary information are available.

The County's accounting system is substantially fully automated. All Clerk Finance Department staff has a personal computer with access to the accounting system(s). Computer access will be made available to the auditors. The primary accounting software is an integrated financial system supplied by Sungard Pentamation, including general ledger, payroll, purchasing, fixed assets, accounts receivable, cash receipts, and extended reporting. The Finance Department utilizes reports from the accounting software, various spreadsheets, and word processing documents in preparing the Comprehensive Annual Financial Report (CAFR). In addition, Finance Department staff use personal computers extensively in day-to-day applications.

The County will provide adequate work and storage space during the field work period. County staff will be available to pull documents and prepare schedules that are agreed to prior to the start of the year-end field work.

Available for inspection are the County's CAFR, CAFR AG and Annual Audit Reports (for various years) on the Clerk's Website at www.escambiaclerk.com.



2.2 SCOPE OF WORK TO BE PERFORMED

The scope of the audit engagement will require the examination of the BCC and individual elected officials', the Pensacola Bay Center, and the Law Library (collectively known as "the County") financial statements as required by the Auditor General for the period of October 1, 2014 through September 30, 2018, and verification of beginning balances, in order to express an opinion on the fairness with which they present the financial position, results of operations, and changes in financial position in conformity with generally accepted accounting principles, and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

The funds and account groups to be audited are those included or includable in the County's annual audit report (available at www.escambiaclerk.com). The County shall have closed, balanced, and prepared financial statements for all funds and account groups to be examined by the auditor in a schedule of events ending prior to November 15th, of each year. The Clerk will have primary responsibility for producing the CAFR (and all elements thereof) as well as the Annual Audit Report. The auditor shall assist in finalizing the County's annual financial report, and shall include an opinion in its report regarding the County's CAFR; as well as the individual elected officials' audit reports (including notes to financial statements), and shall include an opinion in its report regarding the County's CAFR and supplemental financial schedules. The opinion shall reference the audit of the County's governmental and business-type activities, each major fund and the aggregate remaining fund information. The County shall also provide additional financial and non-financial information not subject to examination by the auditor but necessary to conform to the principles and standards of public financial reporting necessary to submit the County's CAFR to the Government Finance Officers Association (GFOA) Certificate of Achievement Program. The County's CAFR will additionally be expected to meet any present or to-be-established standards for disclosure attributed to the CAFR to enable inclusion in various municipal bonds continuing disclosure libraries and depositories.

All records of constitutional officers of Escambia County, Florida, shall be included in the single combined audit report with separate management letters for each constitutional officer.

The audit should be performed in accordance with the following as they exist or as each may be subsequently amended:

- ◆ Generally accepted governmental accounting principles as promulgated by GASB
- ◆ Statements on Auditing Standards (GAAS) promulgated by the American Institute of Certified Public Accountants (AICPA)
- ◆ Government Auditing Standards (GAS) issued by the Comptroller General of the United States
- ◆ OMB Circular A-133 and other applicable OMB circulars
- ◆ The Federal and Florida Single Audit Acts
- ◆ Florida Statutes as applicable
- ◆ Regulations of the Florida Department of Financial Services
- ◆ Rules of the Auditor General, State of Florida, Chapter 10.550
- ◆ Audits of State and Local Governmental Units (AICPA Audit Guided revised) or other authoritative standards
- ◆ Any applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future.

The auditors shall perform a study and evaluation of internal accounting and administrative controls as required by GAAS and GAO. If weaknesses are noted, recommendations should be

reviewed with the appropriate level of management and included in a separate Management Letter to each elected official.

Timeliness and the ability to complete the individual audit reports in a timely manner are critical factors in the performance of the audit. The proposer should include a proposed audit plan in consideration of the County's plan outlined in Appendix A (which will be subject to annual negotiation). The auditor will coordinate the audit with the Clerk's Administrator for Financial Services and will mutually endeavor to accomplish the audit in a phased basis throughout the year to reduce the year-end workload on the County's financial audit activities.

The auditor will review and accept separate audit reports for the Human Relations Commission, the Santa Rosa Island Authority, the Pensacola Economic Development Commission, and the Housing Finance Authority.

The Auditor agrees to do the GFOA checklist review for submission to the GFOA.

The auditor will agree to end field work by January 10th and to complete a review of the CAFR in time for the County to release the CAFR by February 15th ^t and the Annual Audit Report by the same date .

2.3 REPORTS TO BE ISSUED

The County requires:

- ◆ An opinion on the CAFR
- ◆ An opinion on the government-wide basic financial statements and all supplementary information
- ◆ A separate single audit report that complies with OMB Circular A-133 and Rules of the Auditor General, State of Florida, Chapter 10.550 for Federal and State Programs
- ◆ A Schedule of Financial Assistance, both Federal and State
- ◆ A report on compliance and internal control over financial reporting
- ◆ A report on Landfill Management Escrow Account activity
- ◆ A report on Section 29.008 Article V revenues and expenditures
- ◆ Individual management letters as required by Florida Statute 11.45(3)(a)4 and defined in Rule 10.554, Rule of the Auditor General, for each elected official in accordance with the Auditor General of the State of Florida that includes a summation statement of audit findings and recommendations affecting financial statements, internal control, etc.
- ◆ Data collection form for reporting on audits of states, local governments, and non-profit organizations
- ◆ Any attestations of conclusions or special reports as required from time-to-time by Florida Statutes or Rules of State Agencies
- ◆ Review the Annual Financial Report (AFR). Filed via LOGER.

Prior to submission of the completed report, the audit firm's staff will be required to review a draft of the proposed report and management letter with individual constitutional officers.

After delivery of the final audit report, the firm shall have the responsibility to notify each constitutional officer of his/her right to provide a written statement of explanation or rebuttal to the auditor's comments, including corrective action to be taken.

The independent audit reports shall be delivered by the auditor to the Clerk's liaison for inclusion in the audit report that is published on behalf of the County.

2.4 SPECIAL CONSIDERATIONS AND SERVICES

- A. The County will send a CAFR to the GFOA of the United States and Canada for review in the Certificate of Achievement for Excellence in Financial Reporting Program. It is anticipated that the auditor will be required to provide special assistance to the County to meet the requirements of that program by providing technical advice to ensure awarding of certification.
- B. The schedules of federal and state financial assistance and related auditor's report, (data collection report) as well as the reports on the internal control structure and compliance, are to be issued in conjunction with the CAFR.
- C. Review of the accrued liability reserves for the County's self funded workers compensation fund and the general liability fund.
- D. Review of the financial report of the County filed with the Department of Banking and Finance, State of Florida, pursuant to Section 218.32, Florida Statutes, to verify that it is in agreement with the financial statements for the year ended September 30, 2014 and all subsequent years covered by this agreement.
- E. Review and issuance of special reports as required for:
 - ◆ The landfill liability financial assurance
 - ◆ Article V Section 29.008 report
- F. The auditor must designate the partner in charge and two (2) "key" members of the audit team. The County shall reserve the right to approve any substitutions or changes in those staff designated as "key".
- G. The auditor shall report to the Clerk at least weekly the status of any potential audit adjustments so that the County may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the Clerk no later than 90 days following the end of the fiscal year under audit.
- H. The auditor will be available to attend the BCC meetings at which time the audit report will be submitted for acceptance. The auditor will be available to present the report or to respond to BCC questions as needed.
- I. There may be instances where the auditor will need to rely on estimates prepared by third-party specialists in respective fields such as engineering and/or actuarial estimates. Guidance found in SAS 73 will govern the use of third-party estimates.

2.5 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All reports and other documents that result from the auditor's services shall become the property of the County after final payment to the auditor. No changes or revisions to such documents shall be made by the County or its agents without the auditor's written approval.

Working papers are the property of the auditor and should be held locally for a period of five years. Working papers will be available for examination or duplication without charge to authorized County personnel or designated agencies, representatives of the cognizant Federal Audit Agency, the General Accounting Office, the State of Florida Auditor General or the State Board of Accountancy. They will be made available for examination or duplication at reasonable charge to subsequent auditors engaged by the County.

The auditor will agree to notify the County if the Board of Accountancy or any other regulatory agency requests a review of the audit work papers concerning the County or any government client audited by the local office.

To make each proposer aware of certain additional contractual requirements, which the County will provide for the contract, the following points are made:

- a) Understanding the nature of most CPA firms' promotion/resource reallocation practices, the County will reserve the right to approve the re-designation of any partner, manager, or seniors at the on-site supervisory or higher level. Each proposer should be aware of the County's interest in the on-site expertise and experience of the proposed project team.
- b) We expect immediate compliance with any expanded scope definitions and will only consider fee adjustment where significant change can be demonstrated which will materially affect what the County should have expected the auditor to accomplish at the time of fee determination.
- c) The auditor acknowledges that it will conduct its business in conformity with the provisions of Chapter 112, Florida Statutes, relating to ethics in government. In the event the auditor causes or in any way promotes or encourages a County officer, employee, or agent to violate Chapter 112, Florida Statutes, the County shall have the right to immediate termination of this agreement.

BILLING/PAYMENT SCHEDULE

<u>Audit Plan/Phase</u>	<u>Completion Date</u>	<u>Payment Progress</u>
Planning	July 31 st	Progress billing less retainage
Preliminary Field Work (Interim)	August 31 st	Progress billing less retainage
Remaining Interim Work (SOE, TC, PA & Sheriff, including yearend Field Work)	October 31 st	Progress billing less retainage
Year End Field Work	December 31 st	Progress billing less retainage
Completed Reviews/Exit	February 15th	Final billing and release retainage
Conferences and Release of reports		



AUDIT TIME LINE

August 18- 29, 2014 Auditor Field Work Testing
September 23, 2014 (Tues) Approval of Budget by BOCC
September 15 - 26, 2014 (Mon - Fri) Adjustments by Budget Dept & Review of
..... Budget Prep System by Budget & Finance Depts.
September 26, 2014 (Fri) (AP, L-Vendors & PR) Check Run
September 30, 2014 (Tue) (AM to ?) Computer down (NO ENTRIES)
..... Run Reports from Year End Procedures
..... Backup Files
..... Close Period 12, Open Period 13 & 1
..... Interface New Budget
September 30, 2014 (Tue) (IT) Move Live Payroll to Training for all Databases
October 1, 2014 (Wed) Comp earned/leave taken due to Payroll
October 3, 2014 (Fri) Change fund letters
..... Supplies inventories
October 3, 2014 (Fri) Payroll accrual due
October 6, 2014 (Mon) All Daily Deposit Reports
..... Interdepartmental AR reports and billings due
October 10, 2014 (Fri) PCard Receipts due
..... Final Submission of all Invoices, Receiving Reports &
..... Vouchers (Including Contracts)
..... Compensated absences JE due
..... Revenue accruals due
..... Grant accruals due
October 13, 2014 (Mon) Bank Recons and A/R Recons
October 14, 2014 (Tues) All Payables Loaded
October 15, 2014 (Wed) Final Check Run for FY2014 Appropriations
..... After check run ask IT (Karl) to run Aged AP Report
..... Run Reports for Encumbrance Rollover
October 17, 2014 (Fri) AP Accruals
November 6, 2014 (Thurs) BOCC to approve encumbrance roll over / Budget adjustment
November 7, 2014 (Fri) Post Rollover Budget Amendments
..... Final Order for CAFR & Audit Covers & Spines
..... Fixed Asset Expenditure Reclass entries & Fixed Asset Posting
November 10, 2014 (Mon) All fund folder assignments Done/All entries to GL Done
November 11, 2014 (Tue) Veteran's Day Holiday, County Offices Closed
November 12, 2014 (Wed) Cash Flows Schedules
November 17, 2014 (Mon) Auditors Return: Audit Schedules, PBC List Items
..... System Reports, Trial Balance, work papers
..... Fund Level Interface for CAFR
December 5, 2014 (Fri) Receive Final Elected Officials', SRIA, Law Library
..... Transfers/DT-DF Schedules
December 12, 2014 (Fri) Receive Draft Financials from Outside Agencies (Including Notes)
January 9, 2015 (Fri) End of Field Work
January 12 - 16, 2015 Exit Conferences with Elected Officials, Receive Responses
January 20, 2015 (Tue) Article V Sec 29 Report to Auditor
January 23, 2015 (Fri) Rough Draft of CAFR to Auditor
January 27, 2015 (Tues) Receive Final Special Report from Auditor for Article V
January 30, 2015 (Fri) Rough Draft of AFR/Sec 218 Report to Auditor
..... Rough Draft of CAFR-AG version to Auditor
February 13, 2015 (Fri) Final Approval of CAFR
..... Final Auditor Approval AFR/218 Report,
..... Landfill Escrow Audit Report, Clearinghouse Report, and Law Library Reports

February 16– 20, 2015 Print & Bind and Release CAFR to GFOA
February 23 2015 (Mon) Final Approval of CAFR-AG
February 23 - 27, 2015Print/Bind and Release CAFR-AG

NOTE: Run system update for FY14 each week after AP & JEs to accurately reflect FY15 cash.

WARREN AVERETT, LLC

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Technical Proposal

M) Dollar Cost Bid

1. Warren Averett, LLC
2. Jack A. Rowell, CPA is entitled to represent the Firm and empowered to submit the dollar cost bid. He is authorized to sign a contract with the County.
3. The total all-inclusive maximum price for the 2014 engagement is: \$ 207,240.00

EXHIBIT

C

The information in this document is privileged and confidential under the laws of the State of North Carolina and is not to be disclosed or used for any purpose other than that for which it was provided without the prior written consent of Warren Averett, LLC.

disclosure. Dissemination, distribution or copying of this communication without the prior written consent of Warren Averett is strictly prohibited.

Technical Proposal

N) Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

**Schedule of Professional Fees and Expenses
For the Audit of the September 30, 2014 - 2018 Financial Statements
Supporting Schedule for Audit Services**

	Hours	Standard Rates	Gross Fee at Standard Rates	40% Discount from Standard Rates	Net Proposed Fee
Partners	160	\$ 340	\$ 54,400	\$ (21,760)	\$ 32,640
Managers	400	\$ 190	76,000	(30,400)	45,600
Supervisors	700	\$ 170	119,000	(47,600)	71,400
Other Staff	640	\$ 150	96,000	(38,400)	57,600
Subtotal	1900		345,400	(138,160)	207,240
Other expenses			-	-	-
All inclusive price	1900		\$ 345,400	\$ (138,160)	\$ 207,240
Total Price for Audit Services					
Year 1					\$ 207,240
Year 2					\$ 211,385
Year 3					\$ 215,612
Year 4					\$ 219,925
Year 5					\$ 224,323
Grand Total Price for Audit Services (5 Years)					\$ 1,078,485

**Note: Years 2-5 are based on 2% increases in rates and 40% discount from standard fees.
These rates will apply additional services that might be requested by the County.**

Out of pocket costs: Our offices are located in Pensacola and we have not historically incurred any significant out of pocket costs or expenses. Although there are no anticipated out of pocket costs to be incurred that we would bill the County, if situations arise whereby the County requests our assistance outside the normal scope of the audit, and out of pocket costs are incurred, we agree to comply with provisions of Florida Statutes 112.061.

Name of Firm: Warren Averett, LLC

WARREN AVERETT, LLC

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Technical Proposal

N) Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each – *continued*

APPENDIX A, PART 2

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR ADDITIONAL SERVICES NOT IDENTIFIED IN PART II

	STANDARD HOURLY RATES
Partners	\$ 340
Managers	\$ 190
Supervisory Staff	\$ 170
Staff	\$ 150
Other (specify): _____	\$ _____
Other (specify): _____	\$ _____
Other Expenses (specify): _____ _____ _____	

Name of Firm: Warren Averett, LLC

Technical Proposal

O) Out-of-Pocket Expenses Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

Warren Averett understands that all out-of-pocket expenses for firm personnel (e.g. travel, lodging and subsistence) will be reimbursed in accordance with Section 112.061, Florida Statutes; however, due to our close proximity to the County offices, we do not anticipate any out-of-pocket expenses. All estimated out-of-pocket expenses to be reimbursed are presented in the dollar cost bid listed in Section N. (Appendix A).

Technical Proposal

P) Rates for Additional Professional Services

If the County requests any additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such work will be performed only upon a written agreement between the County and Warren Averett. Any such additional work agreed to between the County and Warren Averett will be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid.

Technical Proposal

Q) Pricing for Contract Years 1 through 5

The rates listed below are the total all-inclusive prices for contract years 1 through 5. These rates will be applicable for any additional professional services which may be requested during those contract years.

**Schedule of Professional Fees and Expenses
For the Audit of the September 30, 2014 - 2018 Financial Statements
Supporting Schedule for Audit Services**

Total Price for Audit Services	
Year 1	\$ 207,240
Year 2	\$ 211,385
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Name of

Firm: Warren Averett, LLC

**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSAL

FINANCIAL AUDITING SERVICES

SPECIFICATION NUMBER PD 13-14.054

BIDS WILL BE RECEIVED UNTIL: 2:00 P.m., CDT, Wednesday, May 21, 2014

213 Palafox Place, 2nd Floor, Room 11.407
Pensacola, FL 32502
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
Gene Valentino
Wilson Robertson
Grover Robinson IV**

**From:
Claudia Simmons
Purchasing Manager**

**Procurement Assistance
Joe Pillitary
Purchasing Coordinator
2nd Floor, Matt Langley Bell, III Bldg
Office of Purchasing
213 Palafox Place
Pensacola, FL 32502**

**Liaison Officer
Sharon Harrell
Administrator for
Financial Services
Escambia County Clerk of
Court and Comptroller
221 Palafox Place, Suite 130
Pensacola, FL 32502**

**Project Director
Amy Lovoy
Director
Management & Budget Services
221 Palafox Place, Suite 440
Pensacola, FL 32502**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

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.

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PART I – GENERAL INFORMATION

1.1 DEFINITIONS

For the purposes of this Request for Proposal (RFP), "proposer" shall mean contractors, consultants, proposers, organizations, firms, or other persons submitting a response to this RFP.

1.2 PURPOSE

The Escambia County Board of County Commissioners (hereinafter referred to as "BCC") is seeking the professional services of a qualified auditing firm to provide services in connection to the County's Annual Financial Audit. This RFP provides guidelines for the submission of proposals in response to Financial Audit Services.

1.3 PROPOSAL SUBMISSION AND WITHDRAWAL

The Project Director shall be Amy Lovoy, Director, Management and Budget Services. The liaison officer shall be Sharon Harrell, Administrator for Financial Services, Clerk of the Circuit Court & Comptroller's Office (hereinafter referred to as "Clerk"). The contracting agency shall be the Escambia County BCC's Purchasing Office. The BCC shall not be held responsible for the content of RFP packages obtained from any third party source nor will they be responsible for providing addenda to potential proposers who receive a RFP package from other sources than BCC's Purchasing Office.

The BCC will receive proposals at the following address:

Board of County Commissioners
Purchasing Department
Attn: Joe Pillitary
213 Palafox Place, 2nd Floor
Pensacola, FL 32502

To facilitate processing, please mark the outside of the envelope as follows: RFP for Financial Audit Services. The envelope shall also include the proposer's return address.

Proposers shall submit one (1) original and seven (7) copies for a total of eight (8) sets of the proposal and one (1) electronic copy in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery or by mail.

THE BCC SHALL RECEIVE ALL PROPOSALS BY 2:00 pm (CDT) ON MAY 21, 2014 IN THE BCC'S PURCHASING OFFICE AT 213 PALAFOX PLACE, 2ND FLOOR.

Proposers may withdraw their proposals by notifying the BCC in writing at any time prior to the deadline for proposal submittal. After the deadline, proposals once opened, become a public record of Escambia County and will not be returned to the proposers. The County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

The right is reserved by the BCC to accept any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project.

Upon opening, proposals are subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, state the reasons why such exclusion from public disclosure is necessary and the legal basis for such exemption, including a specific statutory citation for such exemption.

1.4 INVITATION TO PROPOSE

The BCC is requiring all proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending September 30, 2014 through September 30, 2018, with the option to renew for five (5) additional one-year periods. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits set forth in the Governmental Auditing Standards issued by the Comptroller General of the United States and the provisions of the Federal and State Single Audit Acts.

1.5 MINIMUM QUALIFICATIONS

A firm submitting a proposal shall meet the following requirements:

- a. The firm must have been established as a legal entity in the State of Florida and have performed continuous CPA services for a minimum of five (5) years.
- b. The firm must also be a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.
- c. The firm must meet the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (the yellow book) and Laws and Rules of the Florida Board of Accountancy Chapter 455 and 475, FS Chapter 11, 218 and other applicable statutes, and Florida Administrative Code Chapter 61H1.

1.6 CONTRACT AWARDS

The BCC anticipates entering into a contract with the proposer who submits the proposal judged by the County to be most advantageous. The BCC anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The proposer understands that this RFP does not constitute an offer or a contract with the BCC. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the County, an agreement executed by parties and approved by the appropriate level of authority within the County. A sample Contract is attached to this RFP. The BCC anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP may deviate from the Sample Contract if in the County's opinion such deviation is reasonable, justifiable and serves the best interest of this procurement and of the BCC.

In the event the parties are unable to negotiate terms acceptable to the County, the County may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may re-solicit proposals.

The County reserves the right to reject all proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The County may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.7 DEVELOPMENT COSTS

Neither the County nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

1.8 INQUIRIES

Interested proposers may direct questions to Joe Pillitary. The BCC's Purchasing Office will act as a clearinghouse for all questions and answers regarding the RFP.

Joe Pillitary
850-595-4878 phone
850-595-4806 fax
E-mail address jfpillit@co.escambia.fl.us

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The County may mail written addenda before the date fixed for receiving proposals. Proposers shall contact the County to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding upon the County and should be disregarded.

All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the County through written communication with the County prior to the opening of the proposals.

1.9 TIME TABLES

The County and proposers shall adhere to the following schedule in all actions concerning this RFP:

For a complete time table see Appendix D

- a. The last day for question and answer clarifications regarding the proposal will be May 24, 2014 at 2:00 pm CDT.
- b. The County shall receive the proposals by the 2:00 pm CDT receiving time on May 28, 2014.
- c. The County will review and evaluate the proposals in a timely manner.
- d. Short-listed firms will be scheduled for oral presentations in June.
- e. The County may enter into a contract after obtaining appropriate approvals and conducting negotiations.
- f. Anticipate finalization of contract with awarded firm by June 10, 2016 for placement on Agenda for next BCC meeting.
- g. Anticipated contract term will begin with the fiscal year ending September 30, 2014. For audit planning purposes the field work and interim testing for the first nine months of the fiscal year will occur during August 2014. The final field work for the fiscal year ending September 30, 2014 will occur during November and December 2014. Future contract renewal terms will follow same date pattern.

1.10 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County to do so. The County will notify proposers of all changes in scheduled due dates by written addenda.

1.11 ADDENDA

If revisions become necessary, the County will provide written addenda to all proposers who have received the RFP via mail or fax. The County shall not be responsible for providing said addenda to potential proposers who receive a proposal package from other sources. All addenda issued by the County will include a receipt form that must be signed and included with any proposals that are submitted to the County. In the event multiple addenda are issued, a separate receipt for each addendum must be included with the proposal at the time it is submitted to the County.

1.12 SELECTION PROCESS

Evaluation of proposals will be conducted by the County's audit committee. The audit committee is comprised of one representative from each of the elected officials, specifically the BCC, the Sheriff, the Tax Collector, the Property Appraiser, the Clerk, and the Supervisor of Elections. The committee will short list a minimum of three (3) proposers to be finalists for further consideration based on the initial submittal. During the initial evaluation process, the proposers may be required to submit follow-up information for clarification purposes only.

In the event that there are less than three (3) responsive proposals, the committee will give further consideration to the remaining proposals received.

Upon short listing, the committee will then conduct any of the following: discussions, interviews, or oral presentations (at proposer's expense) for clarification purposes only, with the finalists and re-evaluate and rate the finalist's proposals. The top ranked proposers resulting from this process will be recommended for award to the BCC.

Respondents will be ranked in order as determined by the audit committee of being best qualified based on the considerations listed in the evaluation criteria. Award sequence will be based on the established ranking.

1.13 NEWS RELEASES

The proposer shall obtain the prior approval of the BCC of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates generated by the proposer or its agents.

1.14 LICENSES

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of RFP receipt. This license shall remain current through the duration of the engagement. The proposal of any proposer that is not fully licensed and certified shall be rejected.

1.15 PUBLIC ENTITY CRIMES

In accordance with applicable portions of Section 287.133, Florida Statutes, which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

1.16 CODE OF ETHICS

If any proposer violates or is a party to a violation of the Code of Ethics of the County of Escambia or the State of Florida with respect to this proposal, such proposer may be

disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals of work, goods or services for the County of Escambia. A copy of the County and State Ethics Codes is available at the BCC's Purchasing Office.

1.17 DRUG-FREE WORKPLACE

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1.18 PROCUREMENT POLICIES AND PROCEDURES

This RFP is governed by the County. Policies and Procedures for procurement are available for your review at the Board's Purchasing Office or at www.myescombiamia.com.

1.19 POLITICAL CAMPAIGNS

During the term of this Agreement, the Consultant or any employee or associate, shall not be involved in any political campaign for County elective office nor make financial contribution(s) to any such campaign.

1.20 CONDUCT OF PARTICIPANTS

All submitters or individuals acting on behalf of submitters are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the BCC and other local elected officials or any member of the Selection Committee at any time during the course of the solicitation process. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

All submitters or individuals acting on behalf of submitters are further prohibited from contacting or otherwise attempting to communicate with any member of the Selection Committee regarding the pending solicitation or its outcome until after the Committee has arrived at a recommendation of the most qualified submitters. Until such recommendation is disclosed, any contact with the Selection Committee shall be channeled through the Office of Purchasing. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

1.21 INSURANCE

The proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein. In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract.

INSURANCE REQUIREMENTS **(proof of ability to obtain to be submitted with proposal)**

WORKER'S COMPENSATION

The proposer shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Workers' Compensation and Employer's Liability Insurance. Thirty (30) days notice of cancellation is required and must be provided to the County of Escambia via Certified Mail.

COMMERCIAL GENERAL LIABILITY

The proposer shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be **\$1,000,000** per occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability with a deductible no more than \$10,000.

The County of Escambia must be named as an additional insured. The additional insured requirement is waived if Owners and Proposers' Protective Coverage is also provided, or required. Thirty (30) days written notice must be provided to the County of Escambia via Certified Mail in the event of cancellation.

BUSINESS AUTOMOBILE LIABILITY

The proposer shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be **\$500,000** per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event that the proposer does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the proposer indicating the following:

_____ does not own any vehicles.
"Company Name"

In the event we acquire any vehicles throughout the term of this Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Proposer's Signature: _____

Thirty (30) days written notice must be provided to the County of Escambia via Certified Mail in the event of cancellation.

PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

The Consultant shall procure and maintain, for the life of this Contract/Agreement either Professional Liability Insurance or Errors and Omissions Insurance. This coverage is for damages arising out of the insured's negligence, mistakes or failure to take appropriate action in the performance of business or professional duties. This coverage shall be on a "Claims Made" basis.

The minimum limits of coverage shall be \$1,000,000 per occurrence with a deductible of no more than \$10,000.

Thirty (30) days written notice must be provided to the County of Escambia via Certified Mail in the event of cancellation.

SUPPLEMENTAL PROVISIONS

The insurance coverage and conditions afforded by this policy(s) shall not be suspended, voided, canceled or modified, except after thirty (30) days prior written notice by Certified Mail, Return Receipt Requested, has been given to the Clerk's Office that originated this contract.

Certificates of Insurance meeting the specific required provision specified within this Contract/Agreement shall be forwarded to the BCC's Purchasing Office and approved prior to the start of any work or the possession of any County property or the commencement of services, as application.

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Consultant shall indemnify and hold harmless the County, its officers, and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant in the performance of this agreement. Except as specifically provided herein, this agreement shall not require the Consultant to indemnify the County, its officers, and employees from any liability, damage, loss, claim, action, or proceeding.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the County to enforce this indemnification Clause shall be borne by the Consultant. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

1.22 DEFINITIONS

The following definitions are listed to present a clear understanding of operational terms:

Auditor means the independent certified public accountant retained and paid by the County to perform a financial audit.

County Agency means a Board of County Commissioners, a Clerk & Comptroller, a Sheriff, a Property Appraiser, a Tax Collector, a Supervisor of Elections, Pensacola Bay Center, Law Library or any other officer in whom any portion of the audit is included.

Financial Audit means an examination of the County's financial statements and the individual elected official audit reports in order to express an opinion on the fairness with which they present financial position, results of operations, and changes in financial position in conformity with generally accepted governmental accounting principles, and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

STATEMENT OF RESPONSE
ANNUAL FINANCIAL AUDIT SERVICES
FOR ESCAMBIA COUNTY

If you are not proposing on this service/commodity, please complete and return this form to the BCC's Purchasing Office via fax number 850.595.4805. Failure to respond may result in deletion of your firm's name from the qualified vendor list of the County.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a proposal on the above because of the following reasons:

_____ Specifications/Scope of Work too "tight", i.e., geared toward brand or manufacturing only (explain below)

_____ Insufficient time to respond

_____ We do not offer this product, service or equivalent

_____ Our schedule would not permit us to perform

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
by _____ (print name of the public entity)

(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual
signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the

United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of, 19 _____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission exp _____

(Printed typed or stamped commissioned name of notary public)

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business

in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____

Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

PART II – STATEMENT OF WORK

2.1 WORK OBJECTIVE

This RFP solicits proposals from certified public accounting firms to provide the County with an annual financial statement audit. The RFP is to provide responding parties with guidelines and information to aid in their submission of proposals.

The County will contract for five annual audits (2014, 2015, 2016, 2017, and 2018) based on a fee not to exceed a maximum amount (per year) with provisions for extension of the contract for five one year renewal terms. Additional services will be contracted for separately with the County reserving the right to solicit to other firms.

Escambia County has a population of approximately 296,000 people and is located in the northwestern part (the "Panhandle") of Florida. The County employs some 2,547 full-time employees and has total net position of over \$639 million and revenues of over \$290 million for the year ending September 30, 2013. The County organizational chart is presented on pages 32 and 33. The County has consecutively received the GFOA's Certificate of Achievement .

The County provides a pension plan through the Florida Retirement System (FRS) for all full-time employees of the County. FRS is a multiple employer cost sharing defined benefit pension plan established in 1970 by Chapter 121, Florida Statutes and is administered by the Florida Department of Management Services, Division of Retirement. Financial reports including financial statements and required supplementary information are available.

The County's accounting system is substantially fully automated. All Clerk Finance Department staff has a personal computer with access to the accounting system(s). Computer access will be made available to the auditors. The primary accounting software is an integrated financial system supplied by Sungard Pentamotion, including general ledger, payroll, purchasing, fixed assets, accounts receivable, cash receipts, and extended reporting. The Finance Department utilizes reports from the accounting software, various spreadsheets, and word processing documents in preparing the Comprehensive Annual Financial Report (CAFR). In addition, Finance Department staff use personal computers extensively in day-to-day applications.

The County will provide adequate work and storage space during the field work period. County staff will be available to pull documents and prepare schedules that are agreed to prior to the start of the year-end field work.

Available for inspection are the County's CAFR, CAFR AG and Annual Audit Reports (for various years) on the Clerk's Website at www.escambiaclerk.com.

2.2 SCOPE OF WORK TO BE PERFORMED

The scope of the audit engagement will require the examination of the BCC and individual elected officials', the Pensacola Bay Center, and the Law Library (collectively known as "the County") financial statements as required by the Auditor General for the period of October 1, 2014 through September 30, 2018, and verification of beginning balances, in order to express an opinion on the fairness with which they present the financial position, results of operations, and changes in financial position in conformity with generally accepted accounting principles, and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

The funds and account groups to be audited are those included or includable in the County's annual audit report (available at www.escambiadclerk.com). The County shall have closed, balanced, and prepared financial statements for all funds and account groups to be examined by the auditor in a schedule of events ending prior to November 15th, of each year. The Clerk will have primary responsibility for producing the CAFR (and all elements thereof) as well as the Annual Audit Report. The auditor shall assist in finalizing the County's annual financial report, and shall include an opinion in its report regarding the County's CAFR; as well as the individual elected officials' audit reports (including notes to financial statements), and shall include an opinion in its report regarding the County's CAFR and supplemental financial schedules. The opinion shall reference the audit of the County's governmental and business-type activities, each major fund and the aggregate remaining fund information. The County shall also provide additional financial and non-financial information not subject to examination by the auditor but necessary to conform to the principles and standards of public financial reporting necessary to submit the County's CAFR to the Government Finance Officers Association (GFOA) Certificate of Achievement Program. The County's CAFR will additionally be expected to meet any present or to-be-established standards for disclosure attributed to the CAFR to enable inclusion in various municipal bonds continuing disclosure libraries and depositories.

All records of constitutional officers of Escambia County, Florida, shall be included in the single combined audit report with separate management letters for each constitutional officer.

The audit should be performed in accordance with the following as they exist or as each may be subsequently amended:

- ◆ Generally accepted governmental accounting principles as promulgated by GASB
- ◆ Statements on Auditing Standards (GAAS) promulgated by the American Institute of Certified Public Accountants (AICPA)
- ◆ Government Auditing Standards (GAS) issued by the Comptroller General of the United States
- ◆ OMB Circular A-133 and other applicable OMB circulars
- ◆ The Federal and Florida Single Audit Acts
- ◆ Florida Statutes as applicable
- ◆ Regulations of the Florida Department of Financial Services
- ◆ Rules of the Auditor General, State of Florida, Chapter 10.550
- ◆ Audits of State and Local Governmental Units (AICPA Audit Guided revised) or other authoritative standards
- ◆ Any applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future.

The auditors shall perform a study and evaluation of internal accounting and administrative controls as required by GAAS and GAO. If weaknesses are noted, recommendations should be

reviewed with the appropriate level of management and included in a separate Management Letter to each elected official.

Timeliness and the ability to complete the individual audit reports in a timely manner are critical factors in the performance of the audit. The proposer should include a proposed audit plan in consideration of the County's plan outlined in Appendix A (which will be subject to annual negotiation). The auditor will coordinate the audit with the Clerk's Administrator for Financial Services and will mutually endeavor to accomplish the audit in a phased basis throughout the year to reduce the year-end workload on the County's financial audit activities.

The auditor will review and accept separate audit reports for the Human Relations Commission, the Santa Rosa Island Authority, the Pensacola Economic Development Commission, and the Housing Finance Authority.

The Auditor agrees to do the GFOA checklist review for submission to the GFOA.

The auditor will agree to end field work by January 10th and to complete a review of the CAFR in time for the County to release the CAFR by February 15th ^t and the Annual Audit Report by the same date .

2.3 REPORTS TO BE ISSUED

The County requires:

- ◆ An opinion on the CAFR
- ◆ An opinion on the government-wide basic financial statements and all supplementary information
- ◆ A separate single audit report that complies with OMB Circular A-133 and Rules of the Auditor General, State of Florida, Chapter 10.550 for Federal and State Programs
- ◆ A Schedule of Financial Assistance, both Federal and State
- ◆ A report on compliance and internal control over financial reporting
- ◆ A report on Landfill Management Escrow Account activity
- ◆ A report on Section 29.008 Article V revenues and expenditures
- ◆ Individual management letters as required by Florida Statute 11.45(3)(a)4 and defined in Rule 10.554, Rule of the Auditor General, for each elected official in accordance with the Auditor General of the State of Florida that includes a summation statement of audit findings and recommendations affecting financial statements, internal control, etc.
- ◆ Data collection form for reporting on audits of states, local governments, and non-profit organizations
- ◆ Any attestations of conclusions or special reports as required from time-to-time by Florida Statutes or Rules of State Agencies
- ◆ Review the Annual Financial Report (AFR). Filed via LOGER.

Prior to submission of the completed report, the audit firm's staff will be required to review a draft of the proposed report and management letter with individual constitutional officers.

After delivery of the final audit report, the firm shall have the responsibility to notify each constitutional officer of his/her right to provide a written statement of explanation or rebuttal to the auditor's comments, including corrective action to be taken.

The independent audit reports shall be delivered by the auditor to the Clerk's liaison for inclusion in the audit report that is published on behalf of the County.

2.4 SPECIAL CONSIDERATIONS AND SERVICES

- A. The County will send a CAFR to the GFOA of the United States and Canada for review in the Certificate of Achievement for Excellence in Financial Reporting Program. It is anticipated that the auditor will be required to provide special assistance to the County to meet the requirements of that program by providing technical advice to ensure awarding of certification.
- B. The schedules of federal and state financial assistance and related auditor's report, (data collection report) as well as the reports on the internal control structure and compliance, are to be issued in conjunction with the CAFR.
- C. Review of the accrued liability reserves for the County's self funded workers compensation fund and the general liability fund.
- D. Review of the financial report of the County filed with the Department of Banking and Finance, State of Florida, pursuant to Section 218.32, Florida Statutes, to verify that it is in agreement with the financial statements for the year ended September 30, 2014 and all subsequent years covered by this agreement.
- E. Review and issuance of special reports as required for:
 - ◆ The landfill liability financial assurance
 - ◆ Article V Section 29.008 report
- F. The auditor must designate the partner in charge and two (2) "key" members of the audit team. The County shall reserve the right to approve any substitutions or changes in those staff designated as "key".
- G. The auditor shall report to the Clerk at least weekly the status of any potential audit adjustments so that the County may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the Clerk no later than 90 days following the end of the fiscal year under audit.
- H. The auditor will be available to attend the BCC meetings at which time the audit report will be submitted for acceptance. The auditor will be available to present the report or to respond to BCC questions as needed.
- I. There may be instances where the auditor will need to rely on estimates prepared by third-party specialists in respective fields such as engineering and/or actuarial estimates. Guidance found in SAS 73 will govern the use of third-party estimates.

2.5 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All reports and other documents that result from the auditor's services shall become the property of the County after final payment to the auditor. No changes or revisions to such documents shall be made by the County or its agents without the auditor's written approval.

Working papers are the property of the auditor and should be held locally for a period of five years. Working papers will be available for examination or duplication without charge to authorized County personnel or designated agencies, representatives of the cognizant Federal Audit Agency, the General Accounting Office, the State of Florida Auditor General or the State Board of Accountancy. They will be made available for examination or duplication at reasonable charge to subsequent auditors engaged by the County.

The auditor will agree to notify the County if the Board of Accountancy or any other regulatory agency requests a review of the audit work papers concerning the County or any government client audited by the local office.

To make each proposer aware of certain additional contractual requirements, which the County will provide for the contract, the following points are made:

- a) Understanding the nature of most CPA firms' promotion/resource reallocation practices, the County will reserve the right to approve the re-designation of any partner, manager, or seniors at the on-site supervisory or higher level. Each proposer should be aware of the County's interest in the on-site expertise and experience of the proposed project team.
- b) We expect immediate compliance with any expanded scope definitions and will only consider fee adjustment where significant change can be demonstrated which will materially affect what the County should have expected the auditor to accomplish at the time of fee determination.
- c) The auditor acknowledges that it will conduct its business in conformity with the provisions of Chapter 112, Florida Statutes, relating to ethics in government. In the event the auditor causes or in any way promotes or encourages a County officer, employee, or agent to violate Chapter 112, Florida Statutes, the County shall have the right to immediate termination of this agreement.

PART III - TIME REQUIREMENTS

3.1 SCHEDULE FOR CONDUCTING AUDITS

Each of the following should be completed by the Auditor no later than the dates indicated:

- A. Interim Work – The auditor shall complete interim work by August 31, 2014 and all subsequent years covered by this contract.
- B. Detailed Audit Plan – The auditor shall provide the County by July 31st each year both a detailed audit plan and a list of all schedules to be prepared by the County.

**PART IV – ASSISTANCE TO BE PROVIDED TO THE AUDITOR
AND REPORT PREPARATION**

4.1 FINANCIAL SERVICES DEPARTMENT AND CLERICAL ASSISTANCE

The County staff and responsible management personnel will be available during the provision of services to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the County.

4.2 WORK AREA, TELEPHONES, PHOTOCOPYING AND FAX MACHINES

The County will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities and facsimile machines. The auditor will provide their own personal computer equipment and printers. The auditor will provide their own office supplies, such as pens, printer paper, etc.

4.3 REPORT PREPARATION

CAFR and annual audit report preparation, editing and printing shall be the responsibility of the Clerk. Preparation and printing of other reports described herein shall be the responsibility of the proposer. The auditor will coordinate the delivery of each constitutional officer's stand-alone financial statements and notes to the Clerk no later than December 5th so that the Clerk can prepare the consolidated financial statements used in the preparation of the CAFR.

PART V – INSTRUCTIONS FOR PREPARING PROPOSALS

5.1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principles. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

5.2 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format and follow the numbering format below for tabbing/indexing their RFP submittal. Proposal to include but not limited to:

1. Title Page. Title page showing the RFP's subject; the firm's name; the name, address and telephone number of contact person; and the date of the proposal.
2. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
3. Letter of Transmittal - This letter will summarize in a brief and concise manner the following:
 - ♦ Proposer's understanding of the scope of work and make a positive commitment to timely performance of work.
 - ♦ The letter must name all persons or entities interested in the proposal as principals.
 - ♦ The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
 - ♦ Identify all of the persons authorized to make representations for the proposer, including the titles, addresses and telephone numbers of such persons.
 - ♦ An authorized agent of the proposer must sign the Letter of Transmittal and must indicate the agent's title or authority.

The firm identified on the Letter of Transmittal will be considered the primary firm. If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The County will not consider submittals that identify a joint partnership to be formed. The primary firm identified herein will be responsible for final negotiations and receipt of payments from the County. The letter should not exceed two pages in length.

4. Executed copy of Drug Free Workplace.
5. Proposer Guarantee (Appendix B).
6. Notarized Acknowledgement of Business Type Form.

7. Statement acknowledging receipt of each addendum issued by the County.
8. Understanding of Scope of Services as detailed Part II.
9. Technical Proposal (as detailed herein).

5.3 CONTENT OF TECHNICAL PROPOSAL

A. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake an independent audit of the County in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firms and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the RFP requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items B through R, must be included.

TECHNICAL PROPOSAL SHOULD UTILIZE SAME NUMBERING FORMAT IDENTIFIED HEREIN

B. Independence

1. The firm shall provide an affirmative statement that it is independent of the County as defined by generally accepted auditing standards and the US General Accounting Office's Governmental Auditing Standards.
2. The firm shall also disclose any relationships or business dealings either the firm itself or its key partners and personnel have with the County or key County personnel that could appear to be a conflict.
3. The firm should list and describe the firm's or any individual in the firm's professional relationships, if any, involving the County or key County personnel for the past five (5) years.

C. License to Practice in Florida

1. An affirmative statement must be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in Florida.

D. Firm Qualifications and Experience

1. Proposer to identify the following:
 - ◆ State whether the firm is local, national, or international
 - ◆ Size of the firm
 - ◆ Size of the firm's governmental audit staff
 - ◆ Location of the offices from which the work on this engagement is to be performed
 - ◆ Number and nature of the professional staff to be employed in this engagement on a full-time basis.
 - ◆ Number and nature of the staff to be so employed on a part-time basis and a delineation of the responsibilities of the firm.
2. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years.
3. The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm or any professional staff during the past three (3) years with State Board of Accountancy or the Auditor General.
4. The firm shall also describe any litigation or proceeding whereby, during the past two years, a court or any administrative agency has ruled against the firm in any manner related to its professional activities. Similar information shall be provided for any current or pending litigation.

Failure to return this information with your proposal may result in the rejection of your proposal.

E. Partner, Supervisory and Staff Qualifications and Experience

1. The proposal shall identify the principal supervisory and management staff of engagement office, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a Certified Public Accountant in Florida.
2. The proposal shall also include information on the governmental, utility and electronic data processing auditing experience of each person on the team, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations and on standards setting advisory boards and committees relevant to the performance of this audit.

As much information as possible should be provided regarding the number, qualifications, experience and training of the specific staff to be assigned to this engagement. The proposal shall also indicate how the quality of staff over the term of the agreement will be assured.

3. Describe the firm's participation and experience in quality reviews and peer reviews, specifically the inclusion of governmental audits in the quality review and peer reviews of the proposed office. Enclose a copy of the firm's latest peer review report. Report to be submitted at end of Section 5.3, Item E.
4. The auditor should outline its commitment to governmental auditing and financial reporting experienced by:

- ♦ Compliance with Florida Statutes and Rules and Government Auditing Standards for staff CPE in governmental auditing or accounting by staff levels involved.
- ♦ Commitment to active participation in local, state and national governmental finance organizations.
- ♦ Growth experience in number of governmental audit clients served locally, state-wide and nationally. Number of governmental clients served in the management advisory services practice of the firm locally, state-wide or nationally.

F. Similar Engagements with Other Government Entities

1. For the engagement office assigned responsibility for the audit, list and rank the five (5) most significant engagements performed in the last five years that are similar to the engagement described in this RFP. These engagements should be ranked on the basis of total staff hours.

Indicate:

- ♦ the scope of work
- ♦ date
- ♦ engagement partners
- ♦ total hours
- ♦ the name and telephone number of the principal client contact

The County reserves the right to contact the above-mentioned references and any other clients.

G. Conflict of Interest

The proposal must also disclose any potential real or perceived (as outlined in GAS Chapter 3) conflicts of interest due to any other client's contract or property interests or include a notarized statement certifying that no member of your firm's ownership, management or staff currently have a vested interest which might be considered a conflict of interest. Any potential conflict of interest listed by a firm will be reviewed by the County Attorney to determine its substantiveness. If the conflict of interest is found to be substantive, the proposal will be rejected.

H. Specific Audit Approach

The proposal must set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in Part II of this RFP. In developing the work plan, reference should be made to such sources of information as the County's budget and related materials, organizational charts, manuals, programs, and other financial and management information. Proposers will be required to provide the following information on their audit approach.

1. Proposed segmentation of the engagement.
2. Staffing assignments and levels to be designated to each proposed segment of the engagement.

3. Extent of evaluation and use of electronic data processing software in the engagement.
4. Approach to be taken to gain and document an understanding of the County's internal control structure.
5. Approach to be taken in determining laws and regulations that will be subject to audit test work.
6. Approach to be taken in determining audit samples for purposes of test compliance.

I. Proof of Insurance

Firms shall provide proof that they are in compliance with the insurance requirements as described in Part I (1.21) and specifically regarding minimum coverage for Errors and Omissions Insurance.

J. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the County.

K. Availability

Indicate current and anticipated workloads and availability for other activities. Identify the extent and nature of any anticipated outside support.

L. Additional Information

This section shall include the following items:

1. Provide a summary of any litigation filed against the proposer in the past five years which is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.
2. Any additional information which the proposer considers pertinent for consideration should be included in this part of the proposal.

M. Dollar Cost Bid

This section of the Proposal should contain all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The County will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost bid. Such costs should not be included in the proposal.

The first page of the price proposal should include the following information:

1. Name of Firm

2. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the County.
3. A total all-inclusive maximum price for the 2014 engagement.

N. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The second page of the dollar cost proposal should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix A, Part 1), that supports the total all-inclusive maximum price.

The cost of special services described in Part II (2.4) of this RFP should be disclosed as separate components of the total all-inclusive maximum price using the formats provided in Appendix A, Parts 2 and 3.

O. Out-of-Pocket Expenses Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed in accordance with Section 112.061, Florida Statutes. All estimated out-of-pocket expenses to be reimbursed should be presented in the dollar cost bid in the format provided in the attachment (Appendix A). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

In addition, a statement must be included in the proposal pricing cost, stating that travel, lodging and subsistence expenses included in the total all-inclusive price are in accordance with Section 112.061, Florida Statutes.

P. Rates for Additional Professional Services

If it should become necessary for the County to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only upon a written agreement between the County and the firm. Any such additional work agreed to between the County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid.

Q. Pricing for Contract Years 1 through 5

Use the lower section of Appendix A, Part 1, to provide the total all-inclusive price for contract years 1 through 5. If the proposed hourly rates used to calculate the total all-inclusive price for any contract year are different from contract year 1 rates, provide an index for those years or provide rates for each staff level and each contract year for which there is a change. Also include a statement that those rates will be applicable for any additional professional services which may be requested during those contract years.

R. Manner of Payment

Payments will be based on a percentage of completion methodology based on scheduled milestones/progress, to be developed upon awarding of the contract. The County will withhold 10% retainage from all scheduled payments until final completion of the Audit. The County reserves the right to inspect records supporting the auditor's billings.

PART VI – EVALUATION OF PROPOSALS

6.1 EVALUATION CRITERIA

The County will evaluate proposals and will select the proposer(s) which meets the best interests of the County. The County shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The County's decision will be final.

The following represent the principal selection criteria and related weight values; however, not limited to, which will be considered during the evaluation process.

Criteria	Weight Values
Responsiveness of the proposal related to the scope of work	0 - 5
Ability, capacity, and skill of the proposer to perform the services on a timely basis	0 - 30
Responses of the clients' governmental references	0 - 10
Experience of the business and individual members of the business in accomplishing similar services	0 - 5
Total price	0 - 30
Recent, current and projected workload of proposing auditors	0 - 5
The quality, availability, and adaptability of the services to the particular need requested	0 - 10
Local presence	0 - 5
Total	<u>0 - 100</u>

ALTHOUGH COST IS OF CONSIDERABLE IMPORTANCE, IT WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM

APPENDIX A, PART 1

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE SEPTEMBER 30, 2014 – 2018 FINANCIAL STATEMENTS:
SUPPORTING SCHEDULE FOR AUDIT SERVICES**

	HOURS	PROPOSED HOURLY RATES	PROPOSED TOTAL
Partners			
Managers			
Supervisory Staff			
Staff			
Other (specify)			
Other (specify)			
Subtotal			
Other Expenses (specify):			
Total Price for Audit Services			
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Grand Total Price for Audit Services (5 years)			

NOTE: If the proposed hourly rates used to calculate the total all-inclusive price for any contract year are different from contract year 1 rates, provide an index for those years or provide rates for each staff level and each contract year for which there is a change. Also include a statement as to whether those rates will be applicable for any additional professional services which may be requested during those contract years.

Name of Firm: _____

APPENDIX A, PART 2

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR ADDITIONAL SERVICES NOT IDENTIFIED IN PART II**

	STANDARD HOURLY RATES
Partners	\$
Managers	\$
Supervisory Staff	\$
Staff	\$
Other (specify):	\$
Other (specify):	\$
Other Expenses (specify):	

Name of Firm: _____

APPENDIX B
PROPOSER GUARANTEES

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Part II, Statement of Work.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX C
BILLING/PAYMENT SCHEDULE

<u>Audit Plan/Phase</u>	<u>Completion Date</u>	<u>Payment Progress</u>
Planning	July 31st	Progress billing less retainage
Preliminary Field Work (Interim)	August 31st	Progress billing less retainage
Year End Field Work	December 31st	Progress billing less retainage
Completed Reviews/Exit Conferences and Release of Reports	February 15th	Final billing and release retainage

APPENDIX C AUDIT TIME LINE

August 18- 29, 2014Auditor Field Work Testing
 September 23, 2014 (Tues)Approval of Budget by BOCC
 September 15 - 26, 2014 (Mon - Fri)Adjustments by Budget Dept & Review of
Budget Prep System by Budget & Finance Depts.
 September 26, 2014 (Fri) (AP, L-Vendors & PR)Check Run
 September 30, 2014 (Tue) (AM to ?)Computer down (NO ENTRIES)
Run Reports from Year End Procedures
Backup Files
Close Period 12, Open Period 13 & 1
Interface New Budget
 September 30, 2014 (Tue)(IT) Move Live Payroll to Training for all Databases
 October 1, 2014 (Wed)Comp earned/leave taken due to Payroll
 October 3, 2014 (Fri)Change fund letters
Supplies inventories
 October 3, 2014 (Fri)Payroll accrual due
 October 6, 2014 (Mon)All Daily Deposit Reports
Interdepartmental AR reports and billings due
 October 10, 2014 (Fri).....PCard Receipts due
Final Submission of all Invoices, Receiving Reports &
Vouchers (Including Contracts)
Compensated absences JE due
Revenue accruals due
Grant accruals due
 October 13, 2014 (Mon)Bank Recons and A/R Recons
 October 14, 2014 (Tues)All Payables Loaded
 October 15, 2014 (Wed)Final Check Run for FY2014 Appropriations
After check run ask IT (Karl) to run Aged AP Report
Run Reports for Encumbrance Rollover
 October 17, 2014 (Fri)AP Accruals
 November 6, 2014 (Thurs)BOCC to approve encumbrance roll over / Budget adjustment
 November 7, 2014(Fri).....Post Rollover Budget Amendments
Final Order for CAFR & Audit Covers & Spines
Fixed Asset Expenditure Reclass entries & Fixed Asset Posting
 November 10, 2014 (Mon).....All fund folder assignments Done/All entries to GL Done
 November 11, 2014 (Tue)Veteran's Day Holiday, County Offices Closed
 November 12, 2014 (Wed).....Cash Flows Schedules
 November 17, 2014 (Mon)Auditors Return: Audit Schedules, PBC List Items
System Reports, Trial Balance, work papers
Fund Level Interface for CAFR
 December 5, 2014 (Fri)Receive Final Elected Officials', SRIA, Law Library
Transfers/DT-DF Schedules
 December 12, 2014 (Fri)Receive Draft Financials from Outside Agencies (Including Notes)
 January 9, 2015 (Fri)End of Field Work
 January 12 - 16, 2015Exit Conferences with Elected Officials, Receive Responses
 January 20, 2015 (Tue).....Article V Sec 29 Report to Auditor
 January 23, 2015 (Fri)Rough Draft of CAFR to Auditor
 January 27, 2015 (Tues).....Receive Final Special Report from Auditor for Article V
 January 30, 2015 (Fri)Rough Draft of AFR/Sec 218 Report to Auditor
Rough Draft of CAFR-AG version to Auditor
 February 13, 2015 (Fri)Final Approval of CAFR
Final Auditor Approval AFR/218 Report,
Landfill Escrow Audit Report, Clearinghouse Report, and Law Library Reports

February 16– 20, 2015 Print & Bind and Release CAFR to GFOA
February 23 2015 (Mon) Final Approval of CAFR-AG
February 23 - 27, 2015 Print/Bind and Release CAFR-AG

NOTE: Run system update for FY14 each week after AP & JEs to accurately reflect FY15 cash.

ACKNOWLEDGMENT OF BUSINESS TYPE

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with RFP package on the specified bid opening date. The undersigned proposer certifies that this proposal package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this proposal.

BUSINESS ADDRESS PROPOSER:

Address _____

City _____

State _____

Zip _____

Telephone No. _____

Fax No. _____

Federal ID No. _____

SIGNATURE OF BIDDER:

If an Individual:

_____, doing business

Signature

as _____

If a Partnership:

by: _____

General Partner Signature

If a Corporation:

Corporate Name

(a _____

Corporation)

by: _____

Signature

Title: _____

Attest: _____

(SEAL)

Corporate Secretary

NOTARY PUBLIC:

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

_____ who is (who are) personally known to me or who has produced

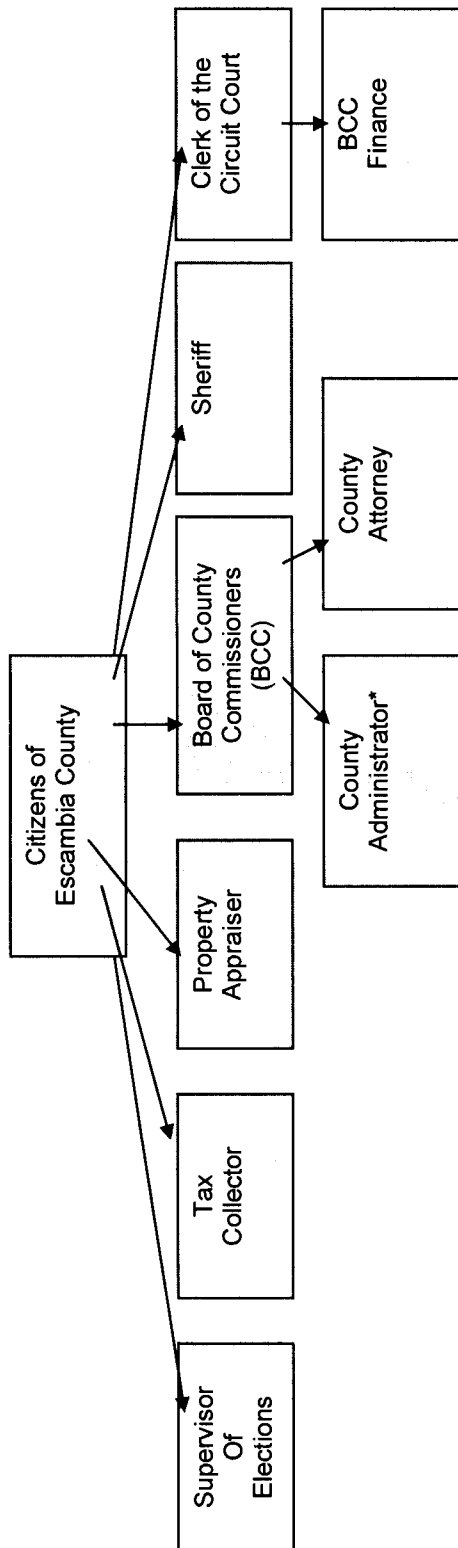
_____ as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

Commission Number: _____

My Commission Expires: _____



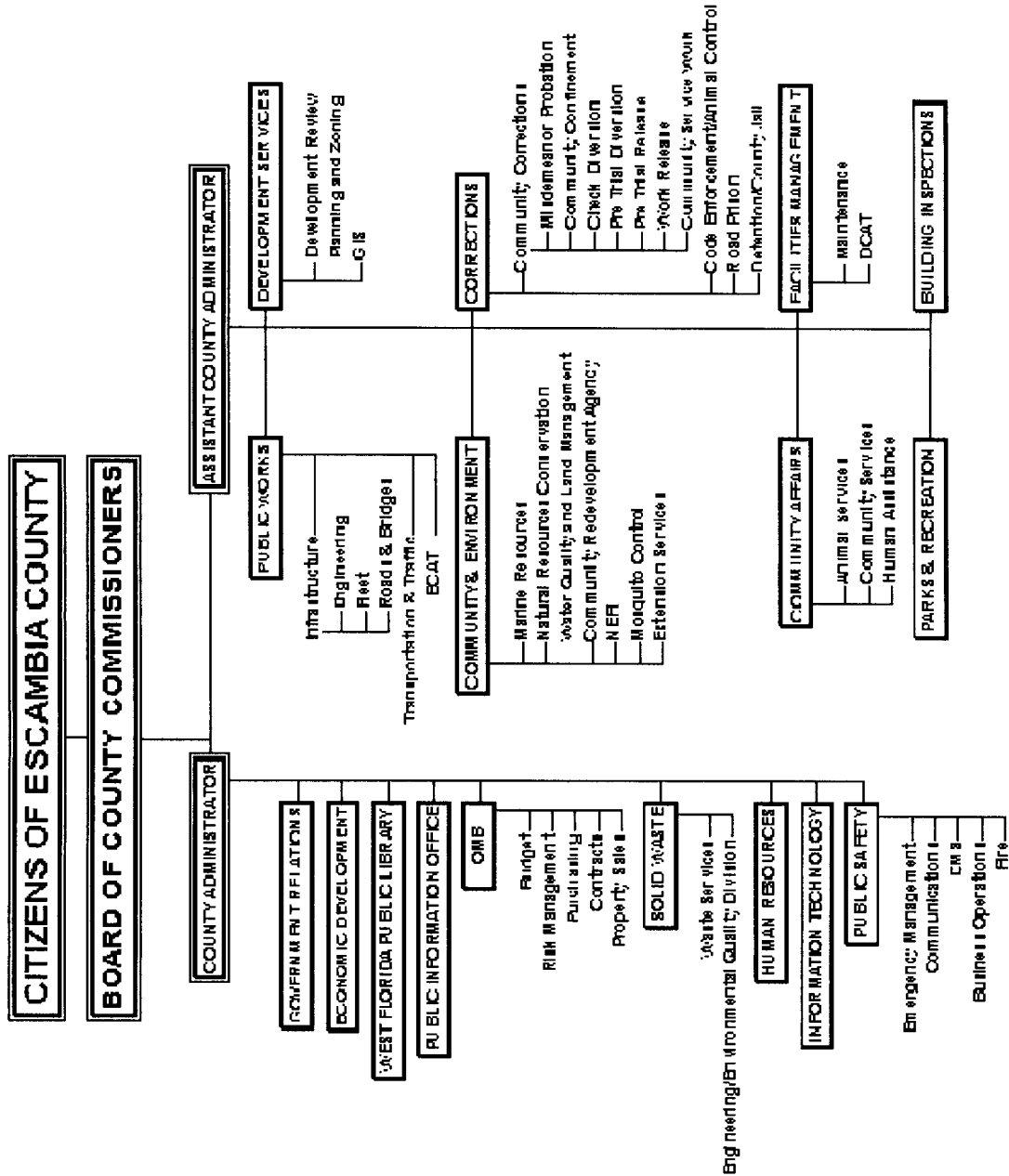
additional

for

page

next

*See
information



SAMPLE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the County of Escambia, a local government of the State of Florida, hereinafter referred to as the COUNTY, and _____ hereinafter referred to as the AUDITOR:

WHEREAS, the COUNTY intends to enter into a non-exclusive agreement for the provision of Annual Financial Audit Services by the AUDITOR to the COUNTY; and,

WHEREAS, the COUNTY requires certain professional services in connection with annual financial auditing services and,

WHEREAS, the AUDITOR represents that it is capable and prepared to provide such Services:

WHEREAS, the parties hereto also desire that this Agreement shall be construed to authorize the COUNTY to request and the AUDITOR to provide expert witness services in connection with court proceedings arising out of projects in which the AUDITOR provided audit services;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be 10 days after approval by the Board of County Commissioners (BCC) for a five year term, with the option to renew for five (5) additional one year periods, subject to cancellations as provided herein.

ARTICLE 2 – SERVICE TO BE PERFORMED BY CONSULTANT

The AUDITOR shall perform the services as specifically stated in the Scope of Work (Exhibit A) and as may be specifically designated and additionally authorized by the COUNTY through the issuance of a Work Order. Such additional authorizations will be in the form of a Work Order, pursuant to Addendum 1, which is attached hereto as part of this Agreement. Each Work Order will set forth a specific Scope of Services, amount of compensation, deliverables and completion date and shall be subject to the approval of the BCC in accordance with the COUNTY'S Purchasing Policies and Procedures. AUDITOR shall perform no work until all applicable work authorization is obtained in accordance with the COUNTY'S Purchasing Policies and Procedures and countersigned by the AUDITOR.

ARTICLE 3 – COMPENSATION

The COUNTY shall pay AUDITOR in accordance with Attachment B and C, Fee Schedule which are attached hereto and incorporated by reference as part of this Agreement. Failure to submit timely the audit report will result in the withholding of further fee payment by the County until satisfactory submission is made. In addition, the County thereafter reserves the right to terminate this agreement upon completion of the auditor services for the fiscal year in question and re-award a contract for the remaining audit years to another vendor.

In the event there are delays caused by actions or omissions of the County that delay the auditor's performance pursuant to the audit schedule, the BCC will grant the auditor reasonable extensions of the schedule. In other cases, upon a finding of good cause, the BCC may extend the schedule only upon written request by the auditor. However, in the performance of all services under this agreement, dates for preparation, submission, and review of the audits established by the Auditor General of the State of Florida and any other applicable laws, regulations, and rules shall be complied with and shall prevail over this section.

ARTICLE 4 – STANDARD OF CARE

AUDITOR shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional surveyor, under similar circumstances and AUDITOR shall, at no additional cost to the COUNTY, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 5 – INDEMNIFICATION

AUDITOR shall indemnify and hold harmless the COUNTY, its officers, and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of AUDITOR and persons employed or utilized by AUDITOR in the performance of this Agreement. Except as specifically provided herein, this Agreement shall not require the AUDITOR to indemnify the COUNTY, its officers, and employees from any liability, damage, loss, claim, action or proceeding.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the COUNTY to enforce this Indemnification Clause shall be borne by the AUDITOR. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

ARTICLE 6 – INDEPENDENT CONTRACTOR

AUDITOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The COUNTY shall have no right to supervise the methods used, but the COUNTY shall have the right to observe such performance. AUDITOR shall work closely with the COUNTY in performing Services under this Agreement. The AUDITOR shall not receive any COUNTY benefits, stipend or privileges afforded to COUNTY employees.

ARTICLE 7 – COMPLIANCE WITH LAWS

In performance of the Services, AUDITOR will comply with applicable regulatory and other applicable requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 8 – INSURANCE

During the performance of the Services under this Agreement, AUDITOR shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverage shall be written by an insurance company authorized to do business in Florida.

WORKERS COMPENSATION

The AUDITOR shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all its employees with limits meeting all applicable state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any agent of AUDITOR that does not have their own Workers' Compensation and Employer's Liability Insurance. Thirty (30) days notice of cancellation, lapse or material modification is required and must be provided to the COUNTY via Certified Mail.

COMMERCIAL GENERAL LIABILITY

The AUDITOR shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with a \$10,000 deductible.

The COUNTY must be named as an additional insured. The additional insured requirement is waived if owners and Contractors' Protective Coverage is also provided, or required. Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation.

BUSINESS AUTOMOBILE LIABILITY

The AUDITOR shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event that the AUDITOR does not own any vehicles, the COUNTY will accept hired and non-owned coverage in the amounts listed above. In addition, the COUNTY requires an affidavit signed by the AUDITOR indicating the following:

_____ does not own any vehicles.
"Name of Auditor"

In the event we acquire any vehicles throughout the term of this Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Name of Auditor"

Comprehensive Form coverage as of the date of acquisition.

Consultant's Signature: _____

Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation, lapse or material modification of any coverage required by this Agreement.

PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

The AUDITOR shall procure and maintain, for the life of this Contract/Agreement either Professional Liability Insurance or Errors and Omissions Insurance. This coverage is for damages arising out of the insured's negligence, mistakes or failure to take appropriate action in the performance of business or professional duties. This coverage shall be on a "Claims Made" basis.

The minimum limits of coverage shall be \$1,000,000 per occurrence with a deductible of no more than \$10,000.

Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation.

SUPPLEMENTAL PROVISIONS

1. The insurance coverage and conditions afforded by this policy(s) shall be suspended, voided, canceled or modified except after thirty (30) days prior written notice by Certified Mail, Return Receipt Required, has been given to the COUNTY.
2. Certificates of Insurance meeting the specific required provision specified within this Contract/Agreement shall be forwarded to the COUNTY, and approved prior to the start of any work or the possession of any COUNTY property or the commencement of Services, as application.

SUBCONTRACTOR'S INSURANCE

The AUDITOR shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverage's required of the successful AUDITOR. Each subcontractor shall furnish to the successful AUDITOR two copies of the Certificate of Insurance, and successful AUDITOR shall furnish one copy of the Certificate of Insurance to the COUNTY.

ARTICLE 9 – COUNTY’S RESPONSIBILITIES

The COUNTY shall be responsible for providing all reasonably required access to all project sites, and providing information on hand including other data that are available in the files of the COUNTY.

ARTICLE 10 – TERMINATION OF AGREEMENT

The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

COUNTY shall have the right to terminate this Agreement or suspend performance thereof without cause for the COUNTY’S convenience upon fourteen (14) days written notice to AUDITOR, and AUDITOR shall terminate or suspend performance of services on a schedule acceptable to COUNTY or at the end of this fourteen (14) day period, at the option of the COUNTY. In the event of termination or suspension for COUNTY’S convenience, COUNTY shall pay AUDITOR for all services performed through the date of notice of termination or suspension.

ARTICLE 11 – NONDISCLOSURE OF PROPRIETARY INFORMATION

AUDITOR shall consider all information provided by COUNTY and all reports, studies, calculations and other documentation resulting from the AUDITOR’S performance of the Services to be proprietary unless such information is available from public sources or is a public record under Florida law. AUDITOR shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of COUNTY or in response to legal process.

ARTICLE 12 – UNCONTROLLABLE FORCES

Neither the COUNTY nor AUDITOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “Uncontrollable Forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited, fire, flood, earthquakes, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13 – GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Escambia County, Florida and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 14 – MISCELLANEOUS

14.1 Non-waiver

A waiver by either COUNTY or AUDITOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Agreement. In the event of a written waiver, such a waiver shall not affect the waiving party’s rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

14.2 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion of provisions held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of compensation jurisdiction.

14.3 Political Campaigns

During the term of this Agreement, the AUDITOR or any employee or associate, shall not be involved in any political campaign for COUNTY elective office nor make financial contribution to any such campaign.

ARTICLE 15 – INTEGRATION AND MODIFICATION

This Agreement is adopted by the COUNTY and AUDITOR as a final, complete and exclusive statement of the terms of the Agreement between the COUNTY and AUDITOR. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters of other communications between the CITY and AUDITOR pertaining to the Services, whether written or oral.

The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by both the COUNTY and AUDITOR.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

The COUNTY and AUDITOR each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives. Any assignment, sale, pledge, or conveyance of this contract by AUDITOR must be previously approved by the COUNTY, whose consent may be reasonably withheld.

ARTICLE 17 – CONTINGENT FEES

The AUDITOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AUDITOR 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 AUDITOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 – TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the AUDITOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the AUDITOR'S most favored customer for the same or substantially similar services.

The said rates and cost shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 19 – OWNERSHIP OF DOCUMENTS

AUDITOR shall be required to work in harmony with other auditors/consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY upon completion for its use and distribution as may be deemed appropriate by the COUNTY.

The AUDITOR 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 AUDITOR fails to abide by the provisions of Chapter 119, Florida Statutes, the County without prejudice to right or remedy and after giving the AUDITOR and its surety, if any, seven (7) days written notice, during which period the AUDITOR still fails to allow access to such documents, terminates this agreement with the AUDITOR. In such case, the AUDITOR 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 AUDITOR.

ARTICLE 20 – USE OF OPERATIONAL SYSTEMS AND COMPUTER SOFTWARE

The AUDITOR shall obtain the County's written permission prior to using the County's computer system or software. The AUDITOR agrees that such system use will be controlled by the County so as not to disrupt its ongoing daily operations.

ARTICLE 21 – NOTICE

Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to COUNTY

Board of County Commissioners
Management Services Bureau
Attention: Amy Lovoy
221 Palafox Place, Suite 440
Pensacola, FL 32502

As to AUDITOR

Attention:

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time-to-time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e., printed) after 5:00 CDT pm or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and COUNTY.

ARTICLE 22 – PROJECT TEAM

The Project Team shall consist of:

Project Team members may be changed only with the prior written approval of the COUNTY.

IN WITNESS WHEREOF, the COUNTY, at a regular BCC meeting thereof, by action of the BCC and directing the foregoing be adopted, has caused these presents to be signed by the Chair, and its seal to be hereunto affixed

APPROVED this _____ day of _____, 20____.

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

By: _____
Lumon J. May, Chair

ATTEST: Pamela Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

ATTEST: Corporate Secretary

(Affirm Corporate Seal)

CONSULTANT

By: _____
Signature

(Seal)

WITNESS:

Name: _____

Title: _____

President (or other duly authorized Officer)

(Attach Resolution/Bylaw of authorization if no President)

ADDENDUM 1
FINANCIAL AUDIT SERVICES

The following Addendum items are amendments to the original documents and shall be considered as an integral part of said documents and biddings thereon as if bound therein. All items of the document shall remain intact unless amended by this addendum. This addendum consists of one page.

All bidders shall acknowledge this Addendum by completing the Addenda Acknowledgement section of the RFP and by submission of this form with their RFP response.

Company Name: _____

CERTIFICATE OF CURRENT COST AND PRICING DATA
Truth in Negotiations Act (TINA)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Escambia County Office of Purchasing's representative in support of *Request for Proposal for Financial Auditing Services PD 13-14.054** are accurate, complete, and current as of _____ day, of _____, 2014.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the *Escambia County Florida* that are part of the proposal.

Firm:

Signature:

Name:

Title:

Date: ***

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, of, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close to practicable to the date when the price negotiations were concluded and the contract price was agreed to.

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

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor

P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850)595-4980

(SUNCOM) 695-4980

TELEFAX (850)595-4805

<http://www.myesecambia.com/departments/purchasing>

CLAUDIA SIMMONS
Purchasing Manager



May 16, 2014

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: Financial Auditing Services PD# 13-14.054

Gentlemen:

We recently sent you a Request for Proposal on the above mentioned specification.

This Addendum #2 provides for: Modifying Addendum 1(as previously sent) as **Addendum 2 and;**

- The last day for question and answer clarifications regarding the proposal will be changed
From: 2:00 p.m., CDT Saturday, May 24, 2014
To: 5:00 p.m., CDT Monday, May 19, 2014
- The County shall receive the Proposals by
From: 2:00 p.m., CDT, Monday, May 28, 2014
To: 2:00 p.m., CDT, Wednesday, May 21, 2014

This Addendum Number 1 is furnished to all known prospective bidders/proposers. Please sign and return one copy of this Addendum, with original signature, with your bid/proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

JFP/crs

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

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor

P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850)595-4980

(SUNCOM) 695-4980

TELEFAX (850)595-4805

<http://www.myescambia.com/departments/purchasing>

CLAUDIA SIMMONS
Purchasing Manager



May 5, 2014

To: All Known Prospective Proposers

ADDENDUM NUMBER 1:

Re: Financial Auditing Services, Specification Number PD 13-14.054

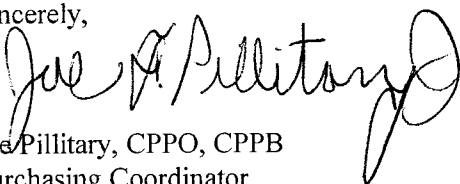
Gentlemen:

We recently sent you a Request for Proposals on the above mentioned specification.

- *This Addendum #1 provides for: Notifications In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances and;*
- *Special Terms and Conditions*

This Addendum Number 1 is furnished to all known prospective bidders/proposers. Please sign and return one copy of this Addendum, with original signature, with your bid/proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,


Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

JFP/crs

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Preference in purchase of commodities and services by means of competitive bid.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 13-14.054 "Financial Auditing Service," Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

1.1 SCOPE OF WORK:

The Escambia County Board of County Commissioners (hereinafter referred to as "BCC") is seeking the professional services of a qualified auditing firm to provide services in connection to the County's Annual Financial Audit. This RFP provides guidelines for the submission of proposals in response to Financial Audit Services.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6252

County Administrator's Report 11. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/10/2014

Issue: Financial Auditing Services PD 13-14.054

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval: 

RECOMMENDATION:

Recommendation Concerning Financial Auditing Services, PD 13-14.054 - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning PD 13-14.054, Financial Auditing Services:

A. Approve the following ranking of the Proposal Review Committee:

1. Warren Averett, LLC;
2. Saltmarsh, Cleaveland and Gund; and
3. Carr, Riggs & Ingram CPA's and Advisors; and

B. Approve the Agreement for Financial Auditing Services, PD 13-14.054, awarded to the first-ranked firm, Warren Averett, LLC, as follows:

1. Year 1, in the amount of \$207,240;
2. Year 2, in the amount of \$211,385;
3. Year 3, in the amount of \$215,612;
4. Year 4, in the amount of \$219,925; and
5. Year 5, in the amount of \$224,323.

Grand Total Price for Audit Services for 5 Years - \$1,078,485.

[Funding: Fund 001, General Fund, Cost Center 140201, Object Code 53101]

BACKGROUND:

Per Florida Statute 218.391 prior to the selection of an auditor all non-charter Counties must have an auditor selection committee that includes, at a minimum, representatives from each of the elected officials subject to the annual audit. This audit committee consisted of a representative from the Board, Tax Collector, Property Appraiser, Sheriff and Supervisor of Elections. This committee met to write the scope of the request for

proposals (RFP), develop the decision criteria, serve as the selection committee and make recommendations to the Board after hearing proposals from respondents. This committee received three responses which were ranked as follows:

1. Warren Averett, LLC
2. Saltmarsh, Cleaveland and Gund
3. Carr, Riggs & Ingram CPA's and Advisors

The committee developed and utilized the following criteria for ranking:

- Responsiveness of the proposal related to the scope of work (0%-5%)
- Ability, capacity and skill of the proposer to perform the services on a timely basis (0%-30%)
- Responses of the clients' governmental references (0%-10%)
- Experience of the business and individual members of the business in accomplishing similar services (0%-5%)
- Total price (0%-30%)
- Recent, current and projected workload of proposing auditors (0%-5%)
- The quality, availability and adaptability of the services to the particular need requested (0%-10%)
- Local presence (0%-5%)

BUDGETARY IMPACT:

Funds are budgeted in the Office of Management & Budget cost center.

Funding: Fund 001 General Fund, Cost Center 140201, Object Code 53101

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

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

Attachments

Agreement

5/21/2015 CAR II-17

AMENDMENT TO MANAGEMENT SERVICES AGREEMENT

THIS AMENDMENT TO THE AGREEMENT is made and entered into as of this 21st day of May, 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 "County"), and SMG, a Pennsylvania general partnership authorized to conduct business in the State of Florida, whose Federal Employer Identification Number (FEIN) is 23-2511871, and whose principal address is 300 Conshohocken State Road, Suite 450, West Conshohocken, PA 19428 (hereinafter referred to as "SMG" or "Management Company").

WITNESSETH:

WHEREAS, on February 16, 2012, the County and SMG previously entered into the Pensacola Civic Center Management Services Agreement; and

WHEREAS, the Agreement provided for an initial three (3) year term with the option to extend the agreement for an additional two (2) year period until September 30, 2017; and

WHEREAS, the Parties have agreed to extend the term of the agreement and amend other provisions of the Agreement as provided herein; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Article 1(a)(a) is amended to reflect that all references to the "Pensacola Civic Center" or "Civic Center" shall mean the "Pensacola Bay Center" or "Bay Center" and such terms may be used interchangeably.
3. That Article 3 is amended as follows:

Article 3. Term and Extension.

The effective date of this Agreement shall be October 1, 2012, and shall remain in effect for ~~three (3) Fiscal Years~~ until September 30, 2015²². The Agreement may be extended upon mutual agreement of the Parties for an additional two (2) year period without a change in the terms and conditions. The Parties shall

Date: 5/27/2015 Verified By: *[Signature]*

provide written notice of their desire to extend the agreement no later than six (6) months before the expiration of the initial term.

4. That Article 7 is amended as follows:

Article 7. Collection and Payments of Operating Revenues and Expenses.

7.6 For the benefit of the Pensacola Bay Center, Management Company shall contribute a sum of Three Hundred and Fifty Thousand Dollars (\$350,000.00) to be used in the County's discretion to enhance the facility or its operations including but not limited to the advertising and promotion of events. Management Company shall deposit the full amount into the Civic Center Fund on or before September 30, 2015. Said contribution shall be amortized on a straight-line, non-cash basis over a period of seven (7) years commencing upon October 1, 2017. If the Management Services Agreement is terminated for any reason prior to the end of the seven year amortization period, County shall pay Management Company any remaining unamortized balance of the contribution.

5. That Article 16.2 is amended as follows:

16.2 Incentive Fee. In addition to the fixed fee, Escambia County shall pay to Management Company an annual Incentive Fee (beginning October 1, 2011) based upon financial performance. The Incentive Fee shall be prorated for any partial Fiscal Year upon termination or expiration of this Agreement. The Incentive Fee shall be calculated as a percentage of the improvement in actual Net Operating Loss compared to the Net Operating Loss Benchmark, as follows:

% of improvement	% to County	% to SMG
Up to \$250,000	65%	35%
Greater than \$250,000	60%	40%

An example of the calculation of the Incentive Fee is depicted in Exhibit A of this agreement.

The total Incentive Fee that may be earned by Management Company during any Fiscal Year may not exceed 150% (or \$263,250 or in subsequent years an amount equal to 1.5 times the amount of the base fee adjusted for inflation as shown in section 16.1) of the annual Fixed Fee during any Fiscal Year. Qualification for the Incentive Fee shall be contingent upon satisfactory annual inspection of the Pensacola Civic Center as provided in Section 5.4.4.

If the anticipated Net Operating Loss should increase during any Fiscal Year due to the use of the Pensacola Bay Center for professional ice hockey pursuant to the terms and conditions of the Pensacola Bay Center Ice Hockey Lease or for waivers made by the County, in whole or in part, for any applicable user fees or operational expenses referenced herein then County and Management Company agree to negotiate in good faith to determine an adjusted Net Operating Loss Benchmark for the purpose of calculating Management Company's annual Incentive Fee.

6. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

7. That the effective date of this Amendment shall be on the date last executed by the Parties.

8. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state 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: Escambia County, Florida through its Board of County Commissioners, signing by its Chairman, and Management Company signing by and through its President, duly authorized to execute the 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: [Signature]
Steven Barry, Chairman

Date: 5/26/2015

BCC Approved: 05-21-2015

ATTEST: Pam Childers
Clerk of the Circuit Court



[Signature]
Deputy Clerk

MANAGEMENT COMPANY:

SMG, a Pennsylvania general partnership

ATTEST:

By: [Signature]
Secretary

Date: 6-5-2015

By: [Signature]
President

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 5/26/15



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9168

County Administrator's Report 13. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: SBA#007 - Fuel Budget Reallocation for Outside Agency Funding

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #007 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #007, General Fund (001) and Transportation Trust Fund (175), a reduction in the amount of \$73,764, to recognize the reduced General Fund transfer to the Transportation Trust Fund for fuel purchases, and to appropriate these funds along with additional reductions in General Fund fuel budgets totaling \$121,500, to fund outside agency funding requests per Board action at the 2nd Public Hearing to adopt the Fiscal Year 2015/2016 Budget.

BACKGROUND:

The Board voted to reduce various fuel budgets in the Proposed FY15/16 Budget in order to provide additional funding for the purpose of funding new outside agency requests. The Board funded an amount totaling \$121,500 for the following agencies:

ACTS - \$20,000

BRACE - \$75,000

Pensacola Caring Hearts - \$6,500

Youth Mental Health - \$20,000

BUDGETARY IMPACT:

This amendment decreases F-175 and increases F-001 by \$73,764.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#007

**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 County Budget.

WHEREAS, The Escambia County Board of County Commissioners voted at the 2nd Public Hearing adopting the FY15/16 budget with direction to fund \$121,500 from various fuel budgets to fund outside agencies, and these funds must be recognized and appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:

General Fund	1		
Transportation Trust Fund	175		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Transfers from F-001	175	381001	(73,764)
Total			(73,764)
Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Supplies/Rd Prison	175/290202	55201	(17,154)
Fuel/Rd Maint.	175/210402	55204	(54,340)
Operating Supplies/Transp. Traffic	175/211201	55201	(1,009)
Operating Supplies/Eng. Infrastructure	175/211602	55201	(1,261)
Transfers to F-175	001/110215	59102	(73,764)
Aids to Private Organizations	001/110201	58201	73,764
Operating Supplies/Parks Maint.	001/350226	55201	(6,988)
Operating Supplies/Neigh Human Svc.	001/370101	55201	(373)
Operating Supplies/Detention	001/290401	55201	(22,705)
Operating Supplies/Fac Maint.	001/310203	55201	(9,637)
Operating Supplies/Animal Cont.	001/250207	55201	(2,152)
Operating Supplies/Dev. Svc.	001/240201	55201	(328)
Operating Supplies/Emerg Mgmt.	001/330402	55201	(757)
Operating Supplies/Extension	001/221201	55201	(505)
Operating Supplies/Mosquito Cont.	001/220701	55201	(2,905)
Operating Supplies/Nat Res Mgmt.	001/220100	55201	(126)
Operating Supplies/Water Qual.	001/221001	55201	(1,260)
Aids to Private Organizations	001/110201	58201	47,736
Total			(73,764)

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Steven Barry, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
007



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9184

County Administrator's Report 13. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

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 October 22, 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 Agreements between Escambia County CRA and Jalene Haramia, owner of residential property located at 3701 West Jackson Street, A & B, Pensacola, Florida, in the Brownsville Redevelopment District, each in the amount of \$4,390, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof; and

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

BACKGROUND:

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to promote private investment which will upgrade the appearance, property values, and economic activity on selected commercial corridors and residential properties. A rendering of each project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided as follow:

Jalene Haramia, Brownsville TIF, Cost Center 370113, in the amount of \$4,390

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:

Neighborhood and Human Services Department/Community Redevelopment Agency (NHS/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

Agreement_Haramia_Oct2015

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22nd day of October 2015, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Jalene Haramia, (the "Recipient"), owner of residential property located at 3701 West Jackson Street A&B, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$4,390, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$4,390, which shall be comprised of a cash contribution of \$4,390.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 22nd day of October 2015, and the Project shall be complete on or before the 22nd day of January 2016, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Jalene Haramia
3701 W. Jackson Street A&B
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 9/3/15

For: **Board of County Commissioners of
Escambia County**

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:
[Signature]
Jalene Haramia, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of September, 2015 by Jalene Haramia, Property Owner. She () is personally known to me or (☒) has produced FL Drivers Lic as identification.



[Signature]
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Jalene Haramia**

Property Address: **3701 West Jackson Street A&B, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replace roof.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
<u>Jalene Haramia</u>	<u>3701 West Jackson Street A&B</u> <u>Pensacola, FL 32505</u>	<u>34-2S-30-0910-000-001</u>

Total Amount of Lien **\$4,390**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

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:

Jalene Haramia
Jalene Haramia, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of September, 2015 by Jalene Haramia, Property Owner. She () is personally known to me or (X) has produced FL Drivers Lic as identification.



Maxwell Rogers
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

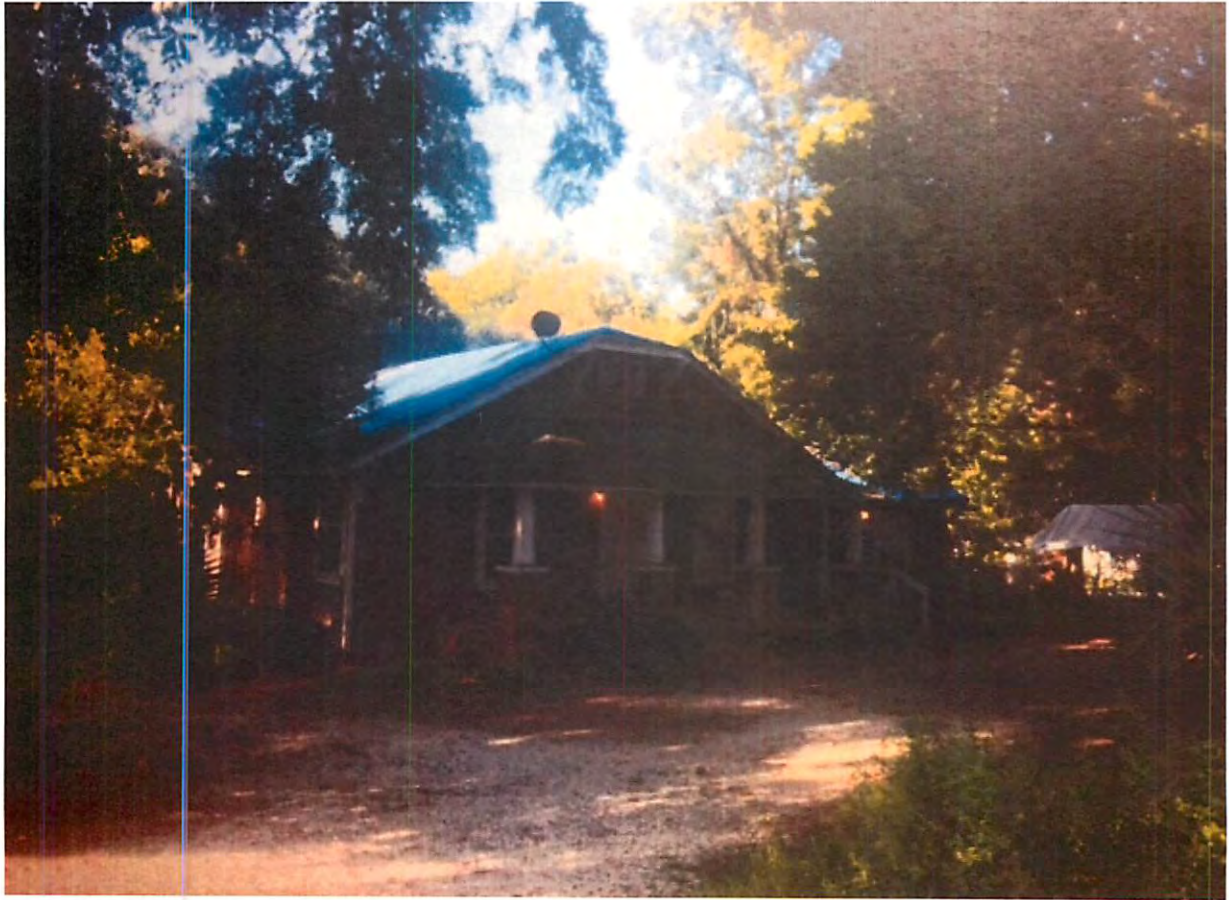
Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Jalene Haramia
Date: 9/3/15

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Replace roof

3701 West Jackson Street A&B – Jalene Haramia



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9185

County Administrator's Report 13. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: Cancellation of Residential Rehab Grant Program Liens

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Two Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following October 22, 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 two Residential Rehab Grant Program Liens:

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

Property Owner	Address	Amount
Maurice Robinson	802 West Fisher Street	\$5,832
Bernard J. Jacobs	107 Mandalay Drive	\$1,275

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien 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_M.Robinson-Oct2015

LienCx_B.Jacobs-Oct2015

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$5,832**, executed by **Maurice Robinson** and recorded in Official Record Book **7237** at pages **1412-1413**, 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: K. H. [Signature]
Date: 6/2/11

**Escambia County
Clerk's Original**

5/15/2014 CAE II-2(6)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014073170 10:06/2014 at 09:03 AM
OFF REC BK. 7237 PG. 1412 - 1413 Doc Type: L
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Maurice Robinson

Address of Property
802 West Fisher Street
Pensacola, FL 32501

Property Reference No.
18-2S-30-6000-011-051

Total Amount of Lien

\$5,832

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.

Date: 5/19/2014 Verified By: J. Carver

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Maurice Robinson
Maurice Robinson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of APRIL, 2014 by Maurice Robinson, Property Owner. He ☐ is personally known to me or ☒ has produced FDL R152... 001-0 as identification.



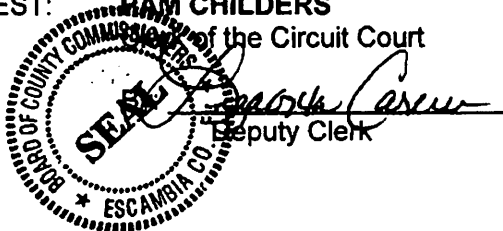
ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054106
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Service

Zakkiyyah Q. Osuigwe
Signature of Notary Public
Zakkiyyah Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Lumon J. May
Lumon J. May, Chairman

ATTEST: **RAM CHILDERS**
Clerk of the Circuit Court



Date Executed: 5/15/2014

BCC Approved: 5/15/2014

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 5/21/14



Englewood District

802 W. Fisher St.

Septic replacement

Project Total \$3,765

Grant Total \$1,882



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,275, executed by Bernard J. Jacobs and recorded in Official Record Book 7237 at pages 1410-1411, 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: Edna A. A.
Date: 9/4/15

**Escambia County
Clerk's Original**

8/21/2014 CAR II-17A(2)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014073169 10/06/2014 at 09:03 AM
OFF REC BK. 7237 PG. 1410 - 1411 Doc Type L
RECORDING \$18.50

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Bernard J. Jacobs

Address of Property
107 Mandalay Drive
Pensacola, FL 32507

Property Reference No.
59-2S-30-1000-014-014

Total Amount of Lien

\$1,275

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, 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.

Date: 8/27/2014 Verified By: J. Carson

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Bernard J. Jacobs
Bernard J. Jacobs, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of July, 2014 by Bernard J. Jacobs, Property Owner. He ☐ is personally known to me or ☒ has produced FLDLJ212... 309-0 as identification.



(Notary Seal)

Zakkiyyah Q. Osuigwe
Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: Zakkiyyah Q. Osuigwe
Date: 7/17/14

For: **Board of County Commissioners of Escambia County**

By: Lumon J. May
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court



By: Pam Childers
Deputy Clerk

Date Executed: 8/21/2014

BCC Approved: 08/21/2014

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Barrancas District

107 Mandalay Dr.

Sanitary Sewer Connection

Project Total \$2,550

Grant Total \$1,275





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9186

County Administrator's Report 13. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Four Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Tonya Gant, Neighborhood & Human Services, Department Director

That the Board ratify the following October 22, 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 four Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

A. Approving the following cancellation of four Commercial Facade, Landscape, and Infrastructure Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner's Name	Address	Lien Amount
New Hope Missionary Baptist Church	3600 North Palafox Street	\$8,774
Grande Lagoon Marine, Inc.	3221 Barrancas Avenue	\$10,000
L & L Fresh Seafood, Inc.	1611 North Pace Boulevard	\$10,000
Litedra Burgess	919 West Michigan Avenue	\$2,987

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Grant program.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

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 and Human Services Department/ Community Redevelopment Agency (NHS/CRA) staff will coordinate and administer the Commercial Facade Grant Program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval of the Cancellation of Liens for the Commercial Facade Grant Program.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Liens.

Attachments

[LienCx-NewHopeMissBC-Oct2015](#)

[LienCx-GrandeLagoonMarine-Oct2015](#)

[LienCx-L&LFreshSeafood_Oct2015](#)

[LienCx-LitedraBurgess-Oct2015](#)

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 **\$8,774** executed by **New Hope Missionary Baptist Church**, and recorded in Official Record Book **7204** at pages **358-359**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure 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: _____

Approved as to form and legal
sufficiency.

By/Title: *[Signature]*
Date: 7/19/15

Prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>New Hope Missionary Baptist Church</u>	<u>3600 North Palafox Street Pensacola, Florida 32505</u>	<u>05-2S-30-1002-000-020</u>

Total Amount of Lien **\$8,774**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) 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.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

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 **Commercial Façade, Landscape and Infrastructure 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 business 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# 2014054398 07/30/2014 at 02:37 PM
OFF REC BK: 7204 PG: 358 - 359 Doc Type: L
RECORDING: \$18.50

Date: 11/26/2013
Verified By: *Officer*

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: New Hope Missionary Baptist Church

William Crosby

William Crosby, Trustee Board Chairman

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of October, 2013 by **William Crosby**, Trustee Board Chairman. He () is personally known to me or (☒) has produced FDL 621- 287-0 as identification.

(Notary Seal)



ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe
Signature of Notary Public
Zakkiyyah Osuigwe
Printed Name of Notary Public

For: **Escambia County
Board of County Commissioners**

By: Lumon J. May

Lumon J. May, Chairman

Date Executed: 11-25-2013

BCC Approved: 11-21-2013

ATTEST: **RAM CHILDERS**
Clerk of the Circuit Court



Doris Harris
Deputy Clerk

This instrument prepared by:
Zakkiyyah Osuigwe, 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: K. H. Al-Ach

Date: 11/21/13



Palafox District

New Hope Missionary Baptist Church
3600 North Palafox Street

Façade Grant

Sanitary Sewer Connection
Grant Total \$8,774



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 **\$10,000** executed by **Grande Lagoon Marine, Inc.**, and recorded in Official Record Book **7180** at pages **1011-1012**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure 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: _____

Approved as to form and legal
sufficiency.

By/Title: *[Signature]*
Date: 9/14/15

Prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

ESCAMBIA COUNTY
CLERK'S ORIGINAL
1/16/2014/CAR II-12

Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)

Address of Property

Property Reference No.

Grande Lagoon Marine Inc.

3221 Barrancas Avenue
Pensacola, Florida 32507

59-2S-30-2002-004-001

Total Amount of Lien

\$10,000

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) 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.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

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 **Commercial Façade, Landscape and Infrastructure 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 business 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# 2014040523 06/10/2014 at 03:29 PM
OFF REC BK: 7130 PG: 1011 - 1012 Doc Type: L
RECORDING: \$18.50

Date: 1/21/2014
Verified By: *Atkins*

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Grande Lagoon Marine, Inc.



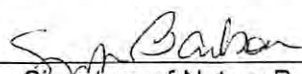
Darrell Robinson, Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of December, 2013 by Darrell Robinson, Owner. He () is personally known to me or (☒) has produced Florida Driver License as identification.

(Notary Seal)



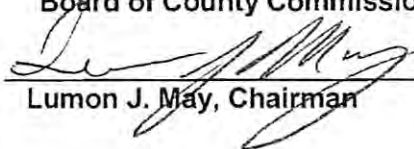


Signature of Notary Public

Carolyn M. Barbour

Printed Name of Notary Public

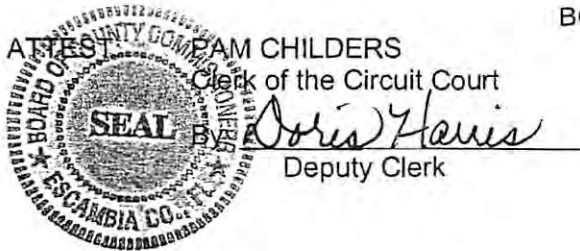
For: **Escambia County
Board of County Commissioners**

By: 

Lumon J. May, Chairman

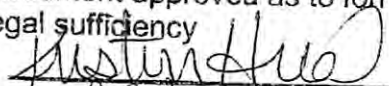
Date Executed: 1-16-2014

BCC Approved: 01-16-2014



This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502

This document approved as to form
and legal sufficiency

By: 

Title: ACIT

Date: 2/26/13



Before

Barrancas District

Grande Lagoon Marine, Inc.
3221 Barrancas Avenue

Façade Grant

Sanitary Sewer Connection
Driveway, Handicap Parking, Fence
Grant Total \$10,000



After

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000** executed by **L & L Fresh Seafood, Inc.**, and recorded in Official Record Book **7214** at pages **999-1000**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure 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: _____

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____

Prepared by:
Zakkiyah Osuigwe, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

ESCAMBIA COUNTY
CLERK'S ORIGINAL
10/17/2013 CAR II-23

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014060594 08/21/2014 at 12:29 PM
OFF REC BK 1214 PG 999 - 1000 Doc Type L
RECORDING \$18.50

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>L & L Fresh Seafood Inc.</u>	<u>1611 North Pace Boulevard Pensacola, Florida 32505</u>	<u>30-2S-30-1002-002-001</u>

Total Amount of Lien **\$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) 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.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

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 **Commercial Façade, Landscape and Infrastructure 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 business 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.

Verified By: *E. Harris*

Date: 10/21/2013

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: L & L Fresh Seafood Inc.

Linh Le
Linh Le, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of September, 2013 by Linh Le, Property Owner. He/She () is personally known to me or (X) has produced Florida Driver License as identification.

(Notary Seal)



Carolyn M. Barbour

Signature of Notary Public

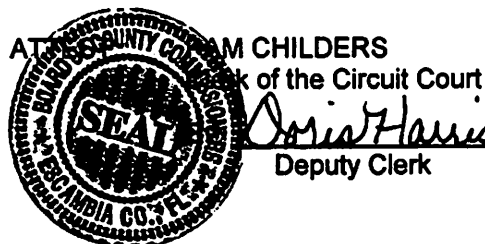
Printed Name of Notary Public

For: Escambia County
Board of County Commissioners

By: Lumon J. May
Lumon J. May, Vice Chairman

Date Executed: October 18, 2013

BCC Approved: 10-17-2013



This instrument prepared by:
Zakkiyyah Osuigwe, 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: Kelly D. ACA

Date: 11/16/13



Before

Brownsville District

L&L Seafood
1611 North Pace Boulevard

Façade Grant

Parking Lot Improvements
Grant Total \$10,000



After

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$2,987** executed by **Litedra Burgess**, and recorded in Official Record Book **7214** at pages **995-996**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure 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: _____

Approved as to form and legal
sufficiency.

By/Title: *[Signature]*
Date: 9/14/15

Prepared by:
Zakkiyah Osuigwe, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

**Escambia County
Clerk's Original**

7/24/2014 CAR II-9

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014060592 08 21 20:14 at 12:29 PM
OFF REC BK 7214 PG 995 - 996 Doc Type
RECORDING \$13.50

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Litedra Burgess</u>	<u>919 West Michigan Avenue Pensacola, Florida 32505</u>	<u>46-1S-30-1100-011-002</u>

Total Amount of Lien

\$2,987

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) 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.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

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 **Commercial Façade, Landscape and Infrastructure 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 business 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 not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Litedra Burgess
Litedra Burgess, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of July, 2014 by Litedra Burgess, Property Owner. She () is personally known to me or (☒) has produced FL Drivers License as identification.

(Notary Seal)



[Signature]
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 6/25/14

For: **Escambia County
Board of County Commissioners**

By: [Signature]
Lumon J. May, Chairman

Date Executed: 7/24/2014

BCC Approved: 07-24-2014

ATTEST: PAM CHILDERS
Clerk of the Circuit Court



[Signature]
Deputy Clerk

This instrument prepared by:
Zakkiyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502



Before

Palafox District

Litedra Burgess
919 Michigan Avenue

Façade Grant

Roof Replacement
Grant Total \$2,987



After



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9179

County Administrator's Report 13. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: State of Florida, Division of Emergency Management, Federal Fiscal Year 2015 Homeland Security Community Emergency Response Team Grant Award Letter

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2015 Homeland Security Community Emergency Response Team Grant Award Letter - Michael D. Weaver, Public Safety Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2015 Community Emergency Response Team (CERT) Grant Award Letter, noticing and accepting the terms of the Grant award of \$6,500, for Escambia County County to implement the CERT program:

- A. Accept and approve the FDEM Fiscal Year 2015 CERT Award Letter for CERT Grant funding, to be identified in Fund 110, Cost Center 330430, Revenue Account 334248;
- B. Authorize the Chairman or Vice-Chairman to sign the Award Letter; and
- C. Authorize the County Administrator to execute the subsequent Grant Agreement and any other related Subgrant Agreement documents necessary to implement the subgrant.

BACKGROUND:

In support of the national effort to develop and enhance CERT programs, federal funds are being provided to continue the effort to engage, educate, and train local citizens in their role as it relates to emergency preparedness, response, recovery, mitigation, and public health measures for all hazards. The grant will provide funds totaling \$6,500, with local match required from the selected contractor implementing the program. The Award Letter is a precursor to a subsequent FDEM grant agreement for grant implementation.

BUDGETARY IMPACT:

These federal funds are designed as a reimbursement program to the Escambia County Division of Emergency Management for costs associated with eligible program activities. The local match requirement will be met by the selected contractor implementing the program. Administration fees will not be specifically identified in the subsequent subgrant agreement. The CERT funds will be identified in Fund 110, Cost Center 330430, Revenue Account 334248.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

CERT Award Letter



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN KOON
Director

GRANT AWARD

SUB-RECIPIENT: Escambia County

PROJECT TITLE: Community Emergency Response Team

FEDERAL GRANT PD: 10/1/2014-9/30/2016

AWARD TOTAL: \$6,500

FEDERAL GRANT NO: EMW-2015-EP-00033-S01

In accordance with the provisions of Federal Fiscal Year 2015 Emergency Management Performance Grant Program (EMPG), the Florida Division of Emergency Management (FDEM) who serves as the State Administrative Agency (SAA) hereby awards to the foregoing Sub-recipient a grant in the amount shown above.

Payment of Funds: The Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to the FDEM before execution of your agreement. The sub-recipient should not expend any funds until a fully executed agreement has been received from FDEM and all Special Conditions are satisfied. Grant funds will be disbursed to sub-recipients (according to the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

Non-Supplanting Requirement: Requires that sub-recipients provide assurance that sub-grant funds will not be used to supplant or replace local or state funds that have been budgeted for the same purpose through non-federal sources. In compliance with that mandate, I certify that the receipt of federal funds through FDEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Conditions: I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and that all agencies involved with this project understand that all federal funds are limited to the period of performance end date stipulated in the funding agreement.

**GRANT AWARD
PAGE TWO**

Conditions continued: I certify that I understand and agree that once grant funding agreement has been sent to sub-recipient, the funding agreement will be executed within six (6) months of the letter date. I understand if the funding agreement is not executed in that time frame, the awarded amount is considered declined and funds will expended on behalf of locals by the SAA.

Deployable Capabilities: It is also understood that all assets and capabilities achieved or sustained with EMPG grant funds are deployable and shareable at the direction of the SAA, with cost potentially reimbursable in conformance with Emergency Management Assistance Compacts (EMAC) or other Statewide Mutual Aid/Assistance (SMAA) agreements. Assets should be available to utilize in multiple jurisdictions, regions, and the Nation; any asset that is physically mobile can be used anywhere in the United States and territories via EMAC or other mutual aid/assistance agreements.

ACCEPTANCE FOR THE SUB-RECIPIENT: Escambia County

**Board of County Commissioners
Escambia County, Florida**

Steven Barry, Chairman

Date BCC Approved: _____

Date BCC Executed: _____

Signature of Director, Division of
Emergency Management, SAA

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Date

POINT OF CONTACT INFORMATION

Point of Contact (POC) Name: John Dosh, Manager

Physical Address of Sub-Recipient: 6575 North W Street

City: Pensacola State: Florida

POC Phone No: 850-471-6409 Email Address: jsdosh@myescambia.com

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL OF SUB-RECIPIENT'S PROPOSED BUDGET BY FLORIDA DIVISION OF EMERGENCY MANAGEMENT.

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 5/25/15



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9147

County Administrator's Report 13. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: State of Florida, Division of Emergency Management, Federal Fiscal Year 2015 Homeland Security Citizen Corps Grant Award Letter

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2015 Homeland Security Citizen Corps Grant Award Letter - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2015 Citizen Corps Grant Award Letter, noticing and accepting the terms of the grant award of \$6,500 for Escambia County to implement the Citizen Corps program:

- A. Accept and approve the FDEM Fiscal Year 2015 Citizen Corps Award Letter for Citizen Corp Grant funding, to be identified in Fund 110, Cost Center 330458, Revenue Account 334251;
- B. Authorize the Chairman or Vice-Chairman to sign the Award Letter; and
- C. Authorize the County Administrator to execute the subsequent Grant Agreement and any other related subgrant agreement documents necessary to implement the subgrant.

BACKGROUND:

In support of the national effort to develop and enhance Citizen Corps programs, federal funds are being provided to continue the effort to engage, educate, and train local citizens in their role as it relates to emergency preparedness, response, recovery, mitigation, and public health measure for all hazards. The grant will provide funds totaling \$6,500, with local match required from the selected contractor implementing the program. The Award Letter is a precursor to a subsequent FDEM grant agreement for grant implementation.

BUDGETARY IMPACT:

These federal funds are designed as a reimbursement program to the Escambia County Division of Emergency Management for costs associated with eligible program activities. The local match requirement will be met by the selected contractor implementing the program. Administration fees will not be specifically identified in the subsequent subgrant agreement. The Citizen Corps funds will be identified in Fund 110, Cost Center 330458, Revenue Account 334251.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Citizen Corps Award Letter



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN KOON
Director

GRANT AWARD

SUB-RECIPIENT: Escambia County

PROJECT TITLE: Citizen Corps

FEDERAL GRANT PD: 10/1/2014-9/30/2016

AWARD TOTAL: \$6,500

FEDERAL GRANT NO: EMW-2015-EP-00033-S01

In accordance with the provisions of Federal Fiscal Year 2015 Emergency Management Performance Grant Program (EMPG), the Florida Division of Emergency Management (FDEM) who serves as the State Administrative Agency (SAA) hereby awards to the foregoing Sub-recipient a grant in the amount shown above.

Payment of Funds: The Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to the FDEM before execution of your agreement. The sub-recipient should not expend any funds until a fully executed agreement has been received from FDEM and all Special Conditions are satisfied. Grant funds will be disbursed to sub-recipients (according to the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

Non-Supplanting Requirement: Requires that sub-recipients provide assurance that sub-grant funds will not be used to supplant or replace local or state funds that have been budgeted for the same purpose through non-federal sources. In compliance with that mandate, I certify that the receipt of federal funds through FDEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Conditions: I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and that all agencies involved with this project understand that all federal funds are limited to the period of performance end date stipulated in the funding agreement.

**GRANT AWARD
PAGE TWO**

Conditions continued: I certify that I understand and agree that once grant funding agreement has been sent to sub-recipient, the funding agreement will be executed within six (6) months of the letter date. I understand if the funding agreement is not executed in that time frame, the awarded amount is considered declined and funds will expended on behalf of locals by the SAA.

Deployable Capabilities: It is also understood that all assets and capabilities achieved or sustained with EMPG grant funds are deployable and shareable at the direction of the SAA, with cost potentially reimbursable in conformance with Emergency Management Assistance Compacts (EMAC) or other Statewide Mutual Aid/Assistance (SMAA) agreements. Assets should be available to utilize in multiple jurisdictions, regions, and the Nation; any asset that is physically mobile can be used anywhere in the United States and territories via EMAC or other mutual aid/assistance agreements.

ACCEPTANCE FOR THE SUB-RECIPIENT: Escambia County

**Board of County Commissioners
Escambia County, Florida**

Steven Barry, Chairman

Date BCC Approved: _____

Date BCC Executed: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Signature of Director, Division of
Emergency Management, SAA

Date

POINT OF CONTACT INFORMATION

Point of Contact (POC) Name: John Dosh, Manager

Physical Address of Sub-Recipient: 6575 North W Street

City: Pensacola State: Florida

POC Phone No: 850-471-6409

Email Address: jsdosh@myescambia.com

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL OF SUB-RECIPIENT'S PROPOSED BUDGET BY FLORIDA DIVISION OF EMERGENCY MANAGEMENT.

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 9/25/15



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9136

County Administrator's Report 13. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: Acceptance of Property for Road Right-of-Way for Dewrell Square

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of the Donation of Property for Road Right-of-Way for Dewrell Square - 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 Dewrell Square:

A. Accept the donation of property (262.89 square feet) for road right-of-way from Kay Flowers, for Dewrell Square;

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:

Dewrell Square is a paved, County-maintained road of varying width, which lies south of Creighton Road. Dewrell Square was paved around 1990. A portion of the radius of the paved road surface encroaches upon the southeast corner of Ms. Flowers' property at 1840 Dewrell Square. Ms. Flowers approached the County about conveying the portion (262.89 square feet) of her property, where the encroachment occurs, to the County.

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

Deed

Parcel Information

Aerial Map

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

Dewrell Square Project
A Portion of Parcel 31-1S-30-1901-069-007

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 9 day of October, 2015, by and between Kay Flowers, a widow, whose address is 1840 Dewrell Square, Pensacola, Florida 32504 (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 Attached Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2015; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose 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.

Grantor

Witness Bernie W Manning
Print Name Bernie W Manning

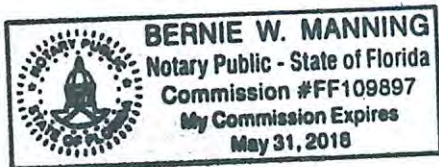
Witness Edward E Flowers, III
Print Name Edward E FLOWERS, III

By: Kay Flowers
Kay Flowers

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of October 2015, by Kay Flowers. She ☐ is personally known to me, or ☒ has produced current Florida Driver License as identification.

(Notary Seal)



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

ACCEPTANCE

This Warranty Deed was accepted by Escambia County, Florida, on the _____ day of _____, 2015, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

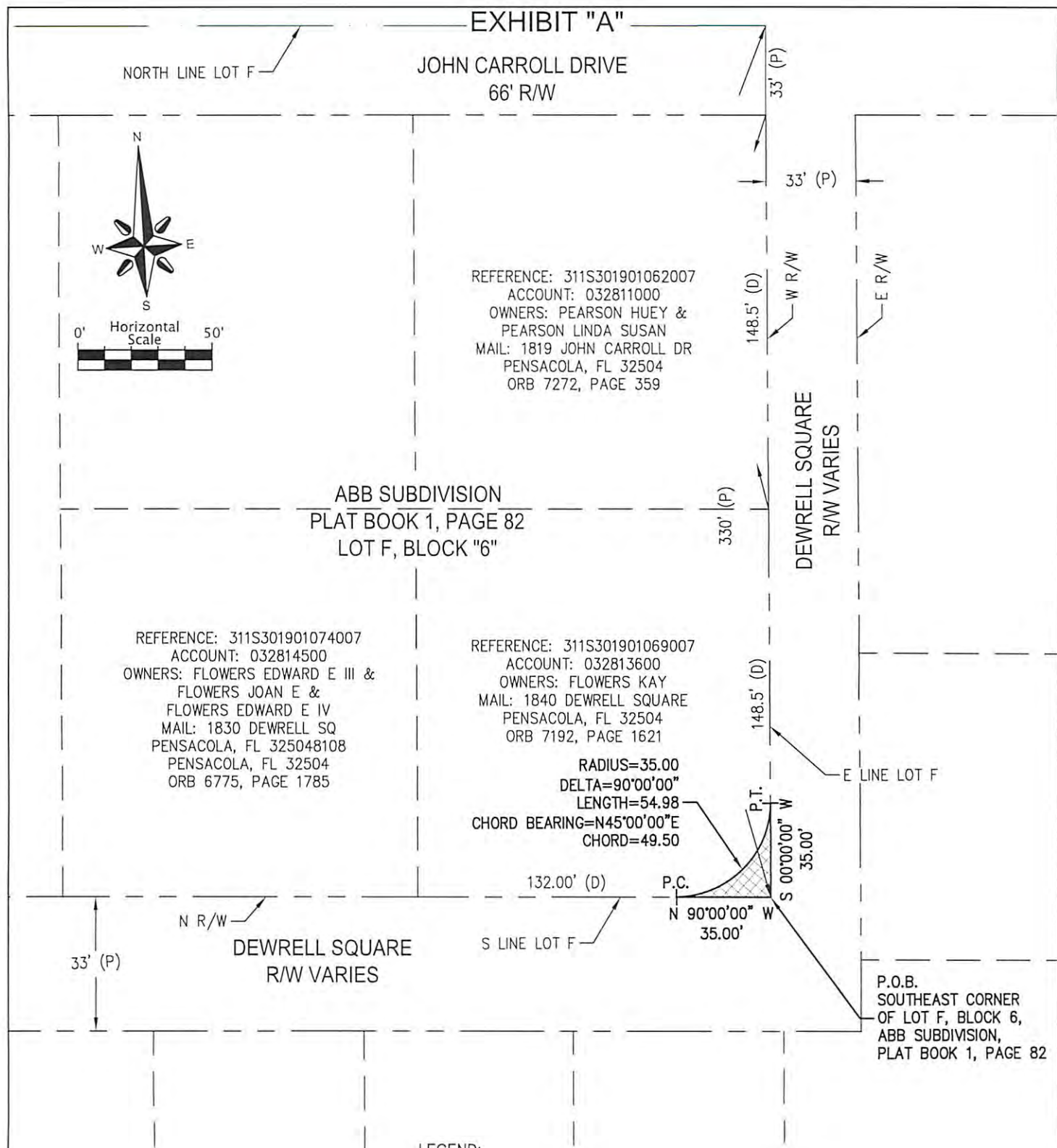
ATTEST: Pam Childers
Clerk of the Court

Steven Barry, Chairman

Deputy Clerk

This document approved as to form and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Oct. 9, 2015



LEGEND:

- ORB - OFFICIAL RECORD BOOK
- (D) - DEED DISTANCE
- (P) - PLAT DISTANCE
- P.O.B. - POINT OF BEGINNING
- P.T. - POINT OF TANGENCY
- P.C. - POINT OF CURVATURE
- N/A - NOT APPLICABLE
- R/W - RIGHT OF WAY



- AREA OF R/W ACQUISITION

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: MK	Project No.: 20150071
Survey Date: N/A	Drawing No. L-5034
Drawing Date: 09/28/2015	Field Book: Page:
Section, Township, Range: 31, T-1-S, R-30-W	
Type of Survey:	Sheet No. 1 of 2
LEGAL DESCRIPTION AND SKETCH	
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Mark A. Norris Date: 10/6/15

Mark A. Norris, Professional Surveyor and Mapper No. 6211
I hereby certify that the description & sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes to the best of my knowledge and belief.

Valid Only With
Embossed Seal



L:\Drafting\DEWRELL SQUARE\20150071

EXHIBIT "A"

LEGAL DESCRIPTION
RIGHT-OF-WAY
REFERENCE NUMBER 31-1S-30-1901-069-007
SEPTEMBER 28, 2015

A PORTION OF THE SOUTH 148.5 FEET OF THE NORTH 330 FEET OF THE EAST 132 FEET OF THE WEST 660 FEET OF LOT F, BLOCK 6, ABB SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 82, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, FOR REQUIRED ADDITIONAL COUNTY RIGHT-OF-WAY OF DEWRELL SQUARE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT F, BLOCK 6, ABB SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 29 WEST, SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST AND SECTION 32, TOWNSHIP 1 SOUTH, RANGE 30 WEST, AS RECORDED IN PLAT BOOK 1, AT PAGE 82, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE PROCEED NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF THE AFORESAID LOT F FOR A DISTANCE OF 35.00 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 49.50 FEET; THENCE DEPARTING SAID SOUTH LINE, PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND A POINT ON THE EAST LINE OF SAID LOT F; THENCE DEPARTING SAID CURVE, PROCEED SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 262.89 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- 1) NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- 2) THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
- 3) MEASURES MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT.
- 4) THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD; ESCAMBIA COUNTY TAX ASSESSOR SECTION MAPS FOR SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, FIELD NOTES RECORDED IN FIELD BOOK 329, PAGES 69-70 AND A SURVEY DRAWING BY ESCAMBIA COUNTY ENGINEERING, DRAWING NUMBER L-3832, DATED 3/22/93.
- 5) NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON AN ASSUMED BEARING OF N90°00'00"E ALONG THE EAST LINE OF LOT F, BLOCK 6, AS PER THE PLAT OF ABB SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGE 82 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: MK	Project No.: 20150071
Survey Date: N/A	Drawing No. L-5034
Drawing Date: 09/28/2015	Field Book: Page:
Section, Township, Range: 31, T-1-S, R-30-W	
Type of Survey:	Sheet No. 2 of 2
LEGAL DESCRIPTION AND SKETCH	
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

UNLESS ACCOMPANIED BY SHEET ONE THAT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

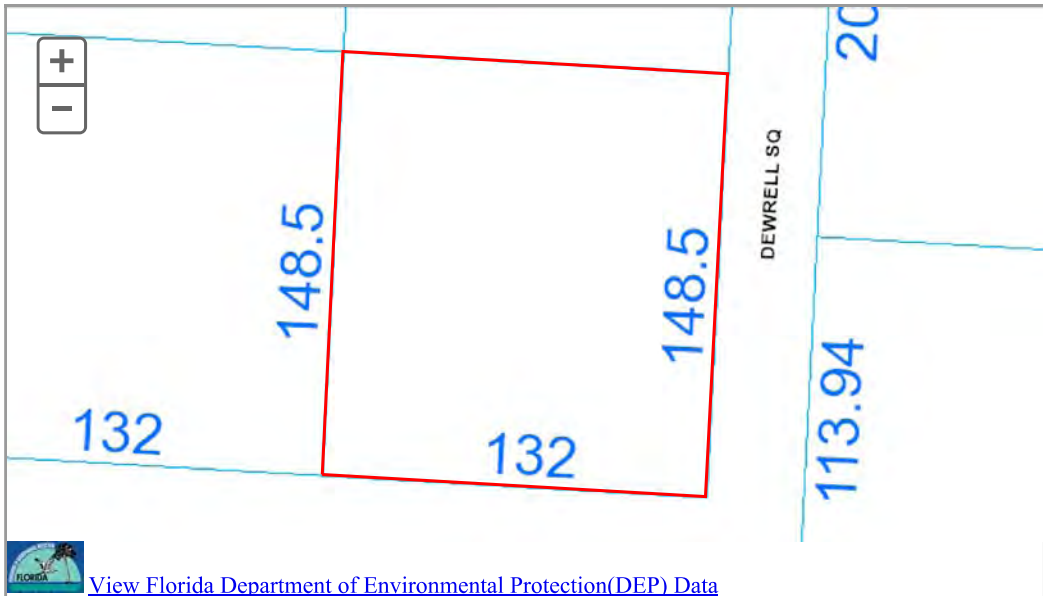


L:\Drafting\DEWRELL SQUARE\20150071

<div>General Information</div> <div>Reference: 311S301901069007</div> <div>Account: 032813600</div> <div>Owners: FLOWERS KAY</div> <div>Mail: 1840 DEWRELL SQUARE PENSACOLA, FL 32504</div> <div>Situs: 1840 DEWRELL SQ 32504</div> <div>Use Code: SINGLE FAMILY RESID</div> <div>Taxing Authority: COUNTY MSTU</div> <div>Tax Inquiry: Open Tax Inquiry Window</div> <div>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</div>	<div>2014 Certified Roll Assessment</div> <div>Improvements: \$120,564</div> <div>Land: \$17,100</div> <div>Total: \$137,664</div> <div>Save Our Homes: \$129,256</div> <div>Disclaimer</div> <div>Amendment 1/Portability Calculations</div>																																										
<div>Sales Data</div> <table><thead><tr><th>Sale Date</th><th>Book</th><th>Page</th><th>Value</th><th>Type</th><th>Official Records (New Window)</th></tr></thead><tbody><tr><td>07/21/2014</td><td>7199</td><td>1621</td><td>\$100</td><td>CJ</td><td>View Instr</td></tr><tr><td>07/21/2014</td><td>7199</td><td>1619</td><td>\$100</td><td>CJ</td><td>View Instr</td></tr><tr><td>08/16/2012</td><td>6896</td><td>662</td><td>\$100</td><td>OT</td><td>View Instr</td></tr><tr><td>05/2001</td><td>4705</td><td>271</td><td>\$100</td><td>WD</td><td>View Instr</td></tr><tr><td>03/2001</td><td>4679</td><td>1447</td><td>\$100</td><td>WD</td><td>View Instr</td></tr><tr><td>12/1990</td><td>2948</td><td>768</td><td>\$29,000</td><td>WD</td><td>View Instr</td></tr></tbody></table> <div>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</div>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	07/21/2014	7199	1621	\$100	CJ	View Instr	07/21/2014	7199	1619	\$100	CJ	View Instr	08/16/2012	6896	662	\$100	OT	View Instr	05/2001	4705	271	\$100	WD	View Instr	03/2001	4679	1447	\$100	WD	View Instr	12/1990	2948	768	\$29,000	WD	View Instr	<div>2014 Certified Roll Exemptions</div> <div>HOMESTEAD EXEMPTION,TOTAL & PERMANENT</div> <div>Legal Description</div> <div>S 148 50/100 FT OF N 330 FT OF E 132 FT OF W 660 FT OF LT F BLK 6 ABB S/D PB 1 P 82...</div> <div>Extra Features</div> <div>None</div>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																						
07/21/2014	7199	1621	\$100	CJ	View Instr																																						
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03/2001	4679	1447	\$100	WD	View Instr																																						
12/1990	2948	768	\$29,000	WD	View Instr																																						

Parcel Information
[Launch Interactive Map](#)
Section Map
Id:
[31-1S-30-2](#)
Approx. Acreage:
 0.4400

Zoned:
 R-2

Evacuation & Flood Information
[Open Report](#)


Buildings

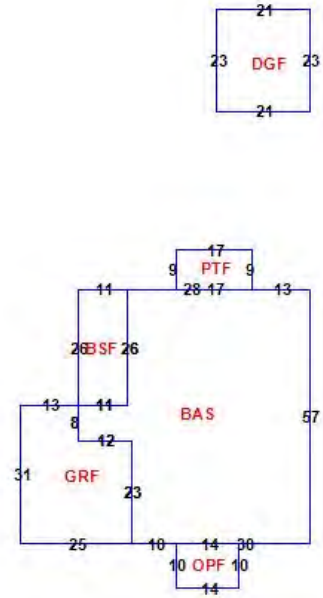
Building 1 - Address: 1840 DEWRELL SQ, Year Built: 1992, Effective Year: 1992

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1.00
EXTERIOR WALL-BRICK-FACE
FLOOR COVER-CARPET
FLOOR COVER-VINYL/CORK
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-6.00
NO. STORIES-1.00
ROOF COVER-DIMEN/ARCH SHNG
ROOF FRAMING-HIP
STRUCTURAL FRAME-WOOD FRAME

Areas - 4143 Total SF

BASE AREA - 2402
BASE SEMI FIN - 286
DET GARAGE FIN - 483
GARAGE FIN - 679
OPEN PORCH FIN - 140
PATIO FINISHED - 153



Images



7/20/11



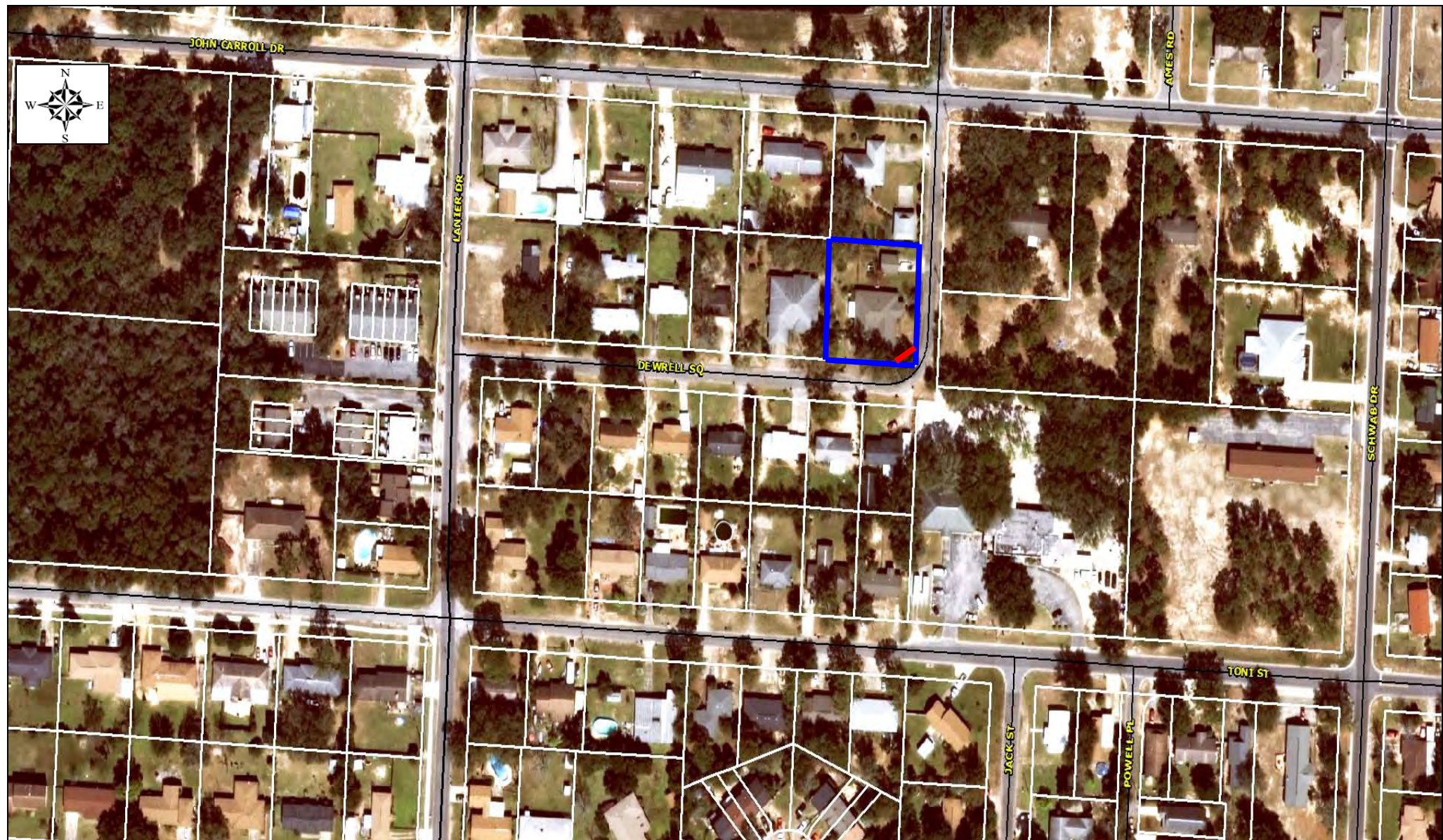
7/19/02



7/19/02

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.

PAVEMENT ENCROACHMENT / FLOWERS PROPERTY @ 1840 DEWRELL SQUARE



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 10/06/15 DISTRICT 4



KAY FLOWERS PROPERTY



APPROXIMATE LOCATION OF PAVEMENT ENCROACHMENT



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8798

County Administrator's Report 13. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: Acceptance of Easements Located at Mills Swamp House Marina and RV Park, Inc.

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Easements Located at Mills Swamp House Marina and RV Park, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a Drainage Easement, an Access Easement and a Non-exclusive Drainage and Maintenance Easement from Mills Swamp House Marina and RV Park, Inc., located at 10421 North Davis Highway, for the Swamp House Road (North) Drainage Project:

- A. Accept the donation of a Drainage Easement, an Access Easement and a Non-exclusive Drainage and Maintenance Easement from Mills Swamp House Marina and RV Park, Inc., located at 10421 North Davis Highway, for the Swamp House Road (North) Drainage Project;
- B. Authorize the payment of documentary stamps as the Easements are being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of the Easements, 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 Drainage Easement, Access Easement and Non-exclusive Drainage and Maintenance Easement documents, subject to Legal review and sign-off, as of the day of delivery of the Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: FEMA Fund 112, "Disaster Recovery Fund", Cost Center 330492, Object Code 56101/54612, Project #ESCPW10]

BACKGROUND:

The 2014 April Storm Event resulted in roadway damage and drainage issues along Smith Fish Camp Road (North). Storm debris and sediment accumulation within the County's ditch caused erosion, undercutting of the roadway, and roadway washout. The repair plan (two phases) is to replace the roadway and bridge in the Smith Fish Camp Road Phase and to remove debris and stabilize the banks in the Swamphouse Road Phase. Bridge replacement will be funded by the Federal Emergency Management Agency (FEMA). Stream bank restoration will be funded by the Natural Resources Conservation Service (NRCS). To meet FEMA and NRCS project requirements, we requested the property owner to convey a Drainage Easement, an Access Easement and a Non-exclusive Drainage and Maintenance Easement from Mills Swamp House Marina and RV Park, Inc., to Escambia County.

The owner has agreed to donate the required Easements.

Board approval is required for the acceptance of the Easements.

BUDGETARY IMPACT:

Funds for construction of this project are available in FEMA Fund 112, "Disaster Recovery Fund, " Cost Center 330492, Object Code 56101/54612, Project #ESCPW10". Funds for the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Drainage Easements will be approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Codes.

Attachments

Easements

Aerial Map

Prepared by:
Stacey S. Ward
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Mills Swamp House
01-1S-30-1001-000-008
01-1S-30-1001-000-006
29-1N-30-1002-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 9 day of October, 2015, by and between Mills Swamp House Marina and RV Park, Incorporated (f/k/a Mills Fish Camp and Marina, Incorporated), a corporation organized under the laws of the State of Florida whose mailing address is 10421 North Davis Highway, Pensacola, Florida 32514 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 01, Township 1S, Range 30 West, and Section 29, Township 1N, Range 30 West, Escambia County, Florida; and

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

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

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any

structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

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

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

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

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

SIGNED IN THE PRESENCE OF:

GRANTOR:

**Mills Swamp House Marina and RV Park,
Incorporated (f/k/a Mills Fish Camp and
Marina, Incorporated)**

Witness

Print Name

Kelli Lollis
Kelli Lollis

Patricia A. Mills, President
Patricia A. Mills, President

Witness

Print Name

Vicki Clardy
Vicki Clardy

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9 day of October, 2015, by Patricia A. Mills as President of Mills Swamp House Marina and RV Park, Inc. (f/k/a Mills Fish Camp and Marina, Inc.) on behalf of the corporation. She ☐ is personally known to me, or ☒ produced current Florida Driver License identification.

Suzanne C Burns
Signature of Notary Public

Suzanne C Burns
Printed Name of Notary Public

(Notary Seal)

My Commission Expires
August 3, 2016

ACCEPTANCE

This Drainage Easement was 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 the _____ day of _____, 20____,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
 Clerk of the Court

Steven Barry, Chairman

Deputy Clerk

Prepared by:
Stacey S. Ward
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Mills Swamp House
29-1N-30-1002-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ACCESS EASEMENT

THIS ACCESS EASEMENT, made this 9 day of October, 2015, by and between Mills Swamp House Marina and RV Park, Incorporated (f/k/a Mills Fish Camp and Marina, Incorporated), a corporation organized under the laws of the State of Florida whose mailing address is 10421 North Davis Highway, Pensacola, Florida 32514 (Grantor) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 as (GRANTEE).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH:

WHEREAS, Grantor proposes to convey to Grantee a permanent access easement over the below described parcel of real property, and

WHEREAS, Grantor, is the owner of the hereinafter described real property over, across and upon which Grantee proposes to permit said access easement:

NOW, THEREFORE, it is hereby agreed as follows:

GRANTOR does hereby convey, transfer and deliver unto the Grantee a permanent access easement as described on attached Exhibit "A" for the purpose of perpetual and unobstructed right of ingress and egress over and across the real property described on attached Exhibit "A".

TO HAVE AND TO HOLD said easement unto the Grantee, and its successors and assigns, forever.

GRANTOR, does hereby covenant with Grantee, that it is lawfully seized and possessed of the real property above described, that it has a good and lawful right to convey the same, or any part thereof, and that it is free from all encumbrances.

TO HAVE AND TO HOLD said access easement upon the said Grantee forever.

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

SIGNED IN THE PRESENCE OF:

GRANTOR:

Mills Swamp House Marina and RV Park,
Incorporated (f/k/a Mills Fish Camp and
Marina, Incorporated

Kelli Lollis
WITNESS
Kelli Lollis
Print or Type Witness Name

Vicki Clardy
WITNESS
Vicki Clardy
Print or Type Witness Name

By: Patricia A. Mills, Pres.
Patricia A. Mills, President

STATE OF South Carolina
COUNTY OF Becker

The foregoing instrument was acknowledged before me this 9 day of October, 2015, by Patricia A. Mills as President of Mills Swamp House Marina and RV Park, Inc. (f/k/a Mills Fish Camp and Marina, Inc.) on behalf of the corporation. He ☐ is personally known to me, or ☒ produced current Florida D.L. as identification

(Notary Seal)

Suzanne C Burns
Signature of Notary Public
Suzanne C Burns
Name of Notary Printed
My Commission Expires
August 3, 2016

ACCEPTANCE

This Access Easement was 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 the _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Court

Steven Barry, Chairman

Deputy Clerk

Prepared by:
Stacey S. Ward
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Mills Swamp House
29-1N-30-1002-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NON-EXCLUSIVE DRAINAGE AND MAINTENANCE EASEMENT

THIS NON-EXCLUSIVE DRAINAGE AND MAINTENANCE EASEMENT is made this 9 day of October, 2015, by and between Mills Swamp House Marina and RV Park, Incorporated (f/k/a Mills Fish Camp and Marina, Incorporated), a corporation organized under the laws of the State of Florida, whose mailing address is 10421 North Davis Highway, Pensacola, Florida 32514 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and maintain a drainage easement across real property located in Section 01, Township 1S, Range 30 West, and Section 29, Township 1N, Range 30 West, Escambia County, Florida; and

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

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent, non-exclusive drainage easement over the real property described in the attached Exhibit A (the Property) for purposes including, but not limited to, dredging, constructing and maintaining an armored slope, and stabilizing the shoreline with rip-rap, together with the right of ingress and egress over and across the drainage easement, and the right to otherwise excavate, construct and maintain the drainage easement.

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other permanent structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee.

GRANTOR RESERVES unto itself the right to all use of the Property not inconsistent with the

rights conveyed by this instrument, including, but not limited to, the right to dredge and landscape within the drainage easement; provided, however, that Grantor shall notify Grantee of any work within the drainage easement, obtain all appropriate permits and thereafter conduct the work at its expense.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the Property and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage purposes, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein. In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and the legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD the drainage easement upon Grantee forever.

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

SIGNED IN THE PRESENCE OF:

GRANTOR:

**Mills Swamp House Marina and RV Park,
Incorporated (f/k/a Mills Fish Camp and
Marina, Incorporated)**

Witness Kelli Lollis
Print Name Kelli Lollis

Patricia A. Mills, President
Patricia A. Mills, President

Witness Vicki Clardy
Print Name Vicki Clardy

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9 day of October, 2015, by Patricia A. Mills as President of Mills Swamp House Marina and RV Park, Inc. (f/k/a Mills Fish Camp and Marina, Inc.) on behalf of the corporation. She ☐ is personally known to me, or ☒ produced current Florida Drivers License as identification.

Suzanne C Burns
Signature of Notary Public

Suzanne C Burns
Printed Name of Notary Public

My Commission Expires

August 3, 2016

(Notary Seal)

ACCEPTANCE

This Drainage Easement was 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 the _____ day of _____, 20____,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
 Clerk of the Court

Steven Barry, Chairman

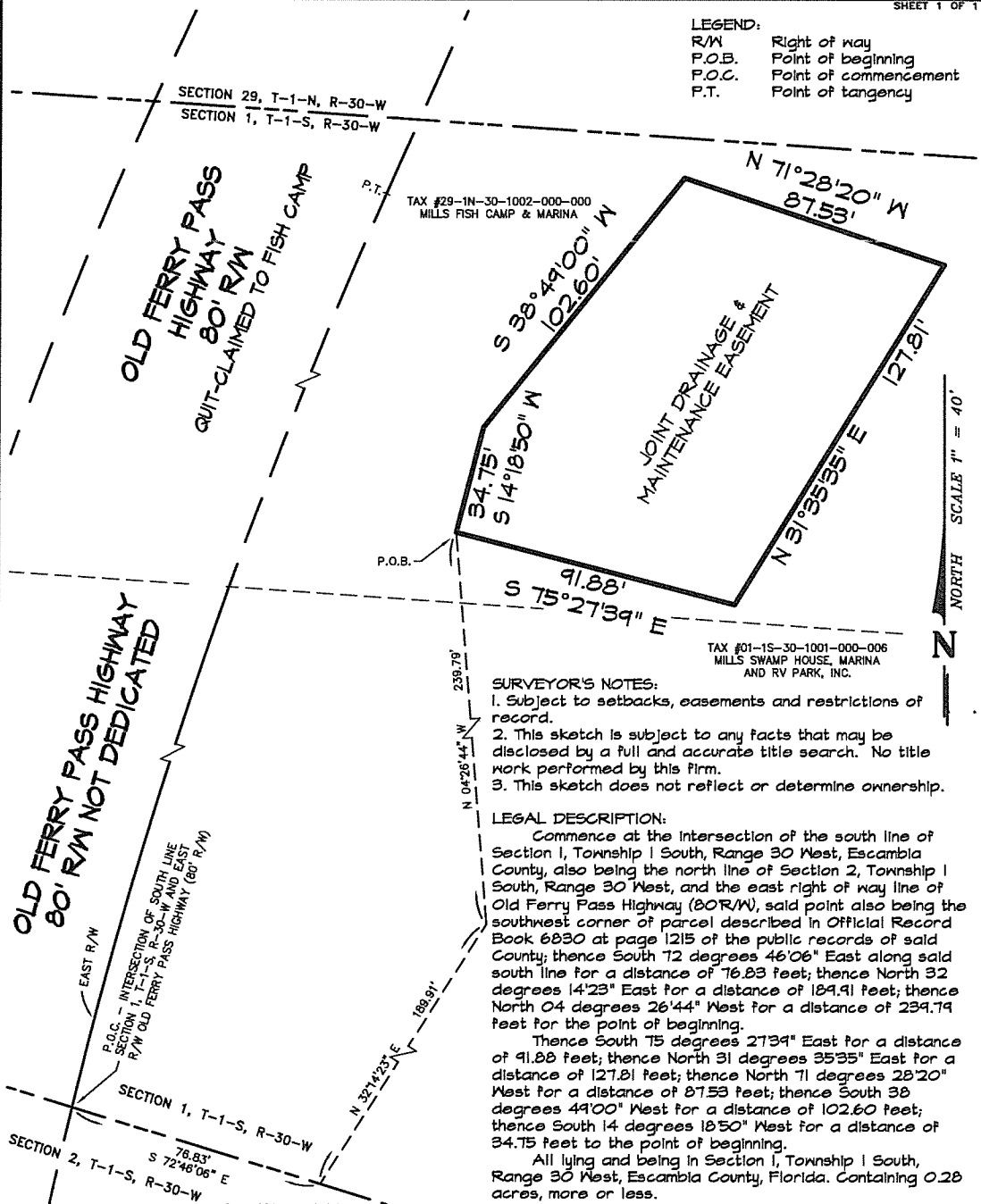
Deputy Clerk



A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 1, T-1-S, R-30-W

SHEET 1 OF 1

LEGEND:
R/W Right of way
P.O.B. Point of beginning
P.O.C. Point of commencement
P.T. Point of tangency



SURVEYOR'S NOTES:
1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.

LEGAL DESCRIPTION:
Commence at the intersection of the south line of Section 1, Township 1 South, Range 30 West, Escambia County, also being the north line of Section 2, Township 1 South, Range 30 West, and the east right of way line of Old Ferry Pass Highway (80' R/W), said point also being the southwest corner of parcel described in Official Record Book 6830 at page 1215 of the public records of said County; thence South 72 degrees 46'06" East along said south line for a distance of 76.83 feet; thence North 32 degrees 14'23" East for a distance of 189.91 feet; thence North 04 degrees 26'44" West for a distance of 239.79 feet for the point of beginning.
Thence South 75 degrees 27'39" East for a distance of 91.88 feet; thence North 31 degrees 35'35" East for a distance of 127.81 feet; thence North 71 degrees 28'20" West for a distance of 87.53 feet; thence South 38 degrees 49'00" West for a distance of 102.60 feet; thence South 14 degrees 18'50" West for a distance of 34.75 feet to the point of beginning.
All lying and being in Section 1, Township 1 South, Range 30 West, Escambia County, Florida. Containing 0.28 acres, more or less.

Source of Information: 4801-204; S.R. 10, SECTION 4801-2513; S.R. 10, SECTION 4801-206; S.R. 10, SECTION 4801-2500
Measurements made in accordance to United States Standards.

LB No. 7078

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze
PSM #5605

Walter J. Glaze
PSM #6190

File No. A-14738 Scale 1" = 40'
Job No. 36457-15A
FB _____ PG _____
FB _____ PG _____
Ordered By MR. KEN HORNE

**NOT VALID UNLESS
IMPRINTED WITH
EMBOSSSED SEAL
AND SIGNED BY
SURVEYOR**

Bearing Reference NORTH BASED ON STATE PLANE
COORDINATE SYSTEM (GRID NORTH)

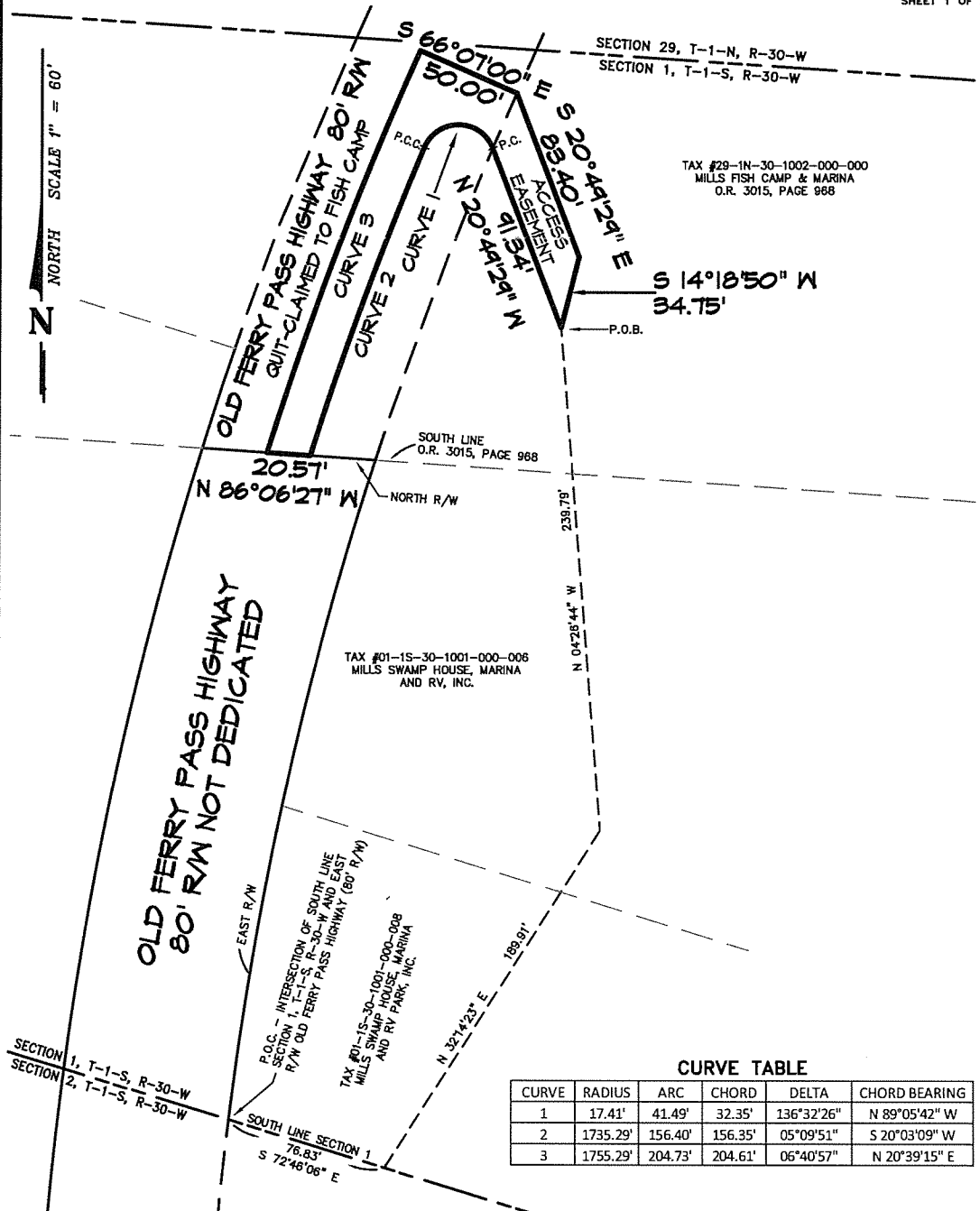
Encroachments _____
Date of Survey _____ Elevation Reference _____
Date of Plat 9-16-2015 Drawn By PMJ
Date of Revision _____ Checked By WJG



LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

A LEGAL DESCRIPTION AND
SKETCH OF A PORTION OF
SECTION 1, T-1-S, R-30-W

SHEET 1 OF 2



Source of Information: TAX MAPS, PUBLIC RECORDS, SURVEYS BY THIS FIRM & BDE; D.O.T. R/M MAPS: S.R. 10, SECTION 4801-204; S.R. 10, SECTION 48010-2515; S.R. 10, SECTION 4801-206, S.R. 10, SECTION 48010-2500
Measurements made in accordance to United States Standards. **LB No. 7075**

LB No. 7078

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

File No. A-14,739(a) Scale 1" = 60'

Job No. 36457-15A

FB _____ PG _____

FB_____PG_____

Ordered By MR. KEN HORNE

Bearing Reference NORTH BASED ON STATE PLANE
COORDINATE SYSTEM (GRID NORTH)

Encroachments.

Date of Survey _____ Elevation Reference _____

Date of Plat 9-16-2015

Date of Revision_____Checked By_____WJG

NOT VALID UNLESS
IMPRINTED WITH
EMBOSSSED SEAL
AND SIGNED BY
SURVEYOR

David D. Glaze
☐ PSM #5605

Walter J. Glaze
PSM #6190



**A LEGAL DESCRIPTION AND
SKETCH OF A PORTION OF
SECTION 1, T-1-S, R-30-W**

SHEET 2 OF 2

LEGEND:

R/W Right of way
P.O.B. Point of beginning
P.O.C. Point of commencement
P.C. Point of curvature
P.C.C. Point of compound curvature

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.

LEGAL DESCRIPTION:

ACCESS EASEMENT

Commence at the intersection of the south line of Section 1, Township 1 South, Range 30 West, Escambia County, also being the north line of Section 2, Township 1 South, Range 30 West, and the east right of way line of Old Ferry Pass Highway (80'R/W), said point also being the southwest corner of parcel described in Official Record Book 6830 at page 1215 of the public records of said County; thence South 72 degrees 46'06" East along said south line for a distance of 76.83 feet; thence North 32 degrees 14'23" East for a distance of 189.91 feet; thence North 04 degrees 26'44" West for a distance of 239.79 feet for the point of beginning.

Thence North 20 degrees 49'29" West for a distance of 91.34 feet to the point of curvature of a circular curve concave to the south, having a radius of 17.41 feet and delta angle of 136 degrees 32'26"; thence Northwesterly along said curve for an arc distance of 41.49 feet (chord bearing of North 89 degrees 05'42" West, chord distance of 32.35 feet) to the point of compound curvature of a circular curve concave to the southeast, having a radius of 1735.29 feet and delta angle of 05 degrees 09'51"; thence Southwesterly along said curve for an arc distance of 156.40 feet (chord bearing of South 20 degrees 03'09" West, chord distance of 156.35 feet) to the south line of parcel described in Official Record Book 3015 at page 968 of the public records of said County, also being the north right of way line of Old Ferry Pass Highway (80'R/W not dedicated); thence North 86 degrees 06'27" West along said north right of way line for a distance of 20.57 feet to a point on a circular curve concave to the southeast, having a radius of 1755.29 feet and delta angle of 06 degrees 40'57"; thence Northeasterly along said curve for an arc distance of 204.73 feet (chord bearing of North 20 degrees 39'15" East, chord distance of 204.61 feet); thence South 66 degrees 07'00" East for a distance of 50.00 feet; thence South 20 degrees 49'29" East for a distance of 83.40 feet; thence South 14 degrees 18'50" West for a distance of 34.75 feet to the point of beginning.

All lying and being in Section 1, Township 1 South, Range 30 West, Escambia County, Florida. Containing 0.15 acres, more or less.

TAX MAPS; PUBLIC RECORDS; SURVEYS BY THIS FIRM & BDE; D.O.T. R/W MAPS: S.R. 10, SECTION 4801-204; S.R. 10, SECTION 4801-2513; S.R. 10, SECTION 4801-206, S.R. 10, SECTION 4801-2500
Measurements made in accordance to United States Standards.

LB No. 7078

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

File No. A-14,739(b) Scale N.A.

Job No. 36457-15A

FB PG

FB PG

Ordered By MR. KEN HORNE

Bearing Reference NORTH BASED ON STATE PLANE
COORDINATE SYSTEM (GRID NORTH)

Encroachments

Date of Survey 9-16-2015 Elevation Reference

Date of Plat 9-16-2015 Drawn By PMJ

Date of Revision WJG Checked By WJG

**NOT VALID UNLESS
IMPRINTED WITH
EMBOSSED SEAL
AND SIGNED BY
SURVEYOR**

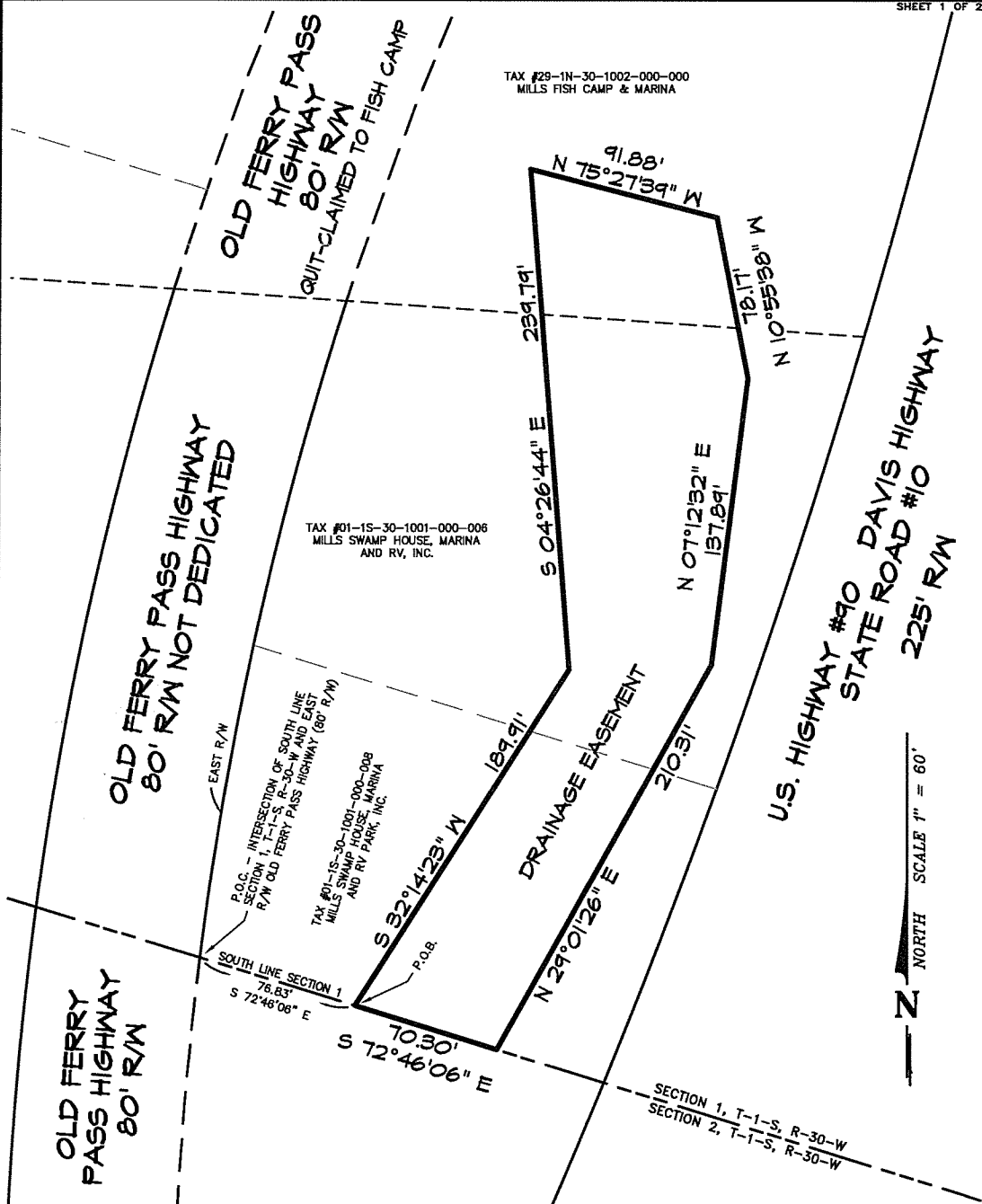
David D. Glaze
☐ PSM #5605

Walter J. Glaze
☒ PSM #6190



**A LEGAL DESCRIPTION AND
SKETCH OF A PORTION OF
SECTION 1, T-1-S, R-30-W**

SHEET 1 OF 2



Source of Information: TAX MAPS; PUBLIC RECORDS; SURVEYS BY THIS FIRM & BDE; D.O.T. R/W MAPS: S.R. 10, SECTION 4801-204; S.R. 10, SECTION 4801-251B; S.R. 10, SECTION 4801-206; S.R. 10, SECTION 4801-2500
Measurements made in accordance to United States Standards.

LB No. 7078

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

File No. A-14740 Scale 1" = 60'

Job No. 36457-15A

FB PG

FB PG

Ordered By MR. KEN HORNE

Bearing Reference NORTH BASED ON STATE PLANE COORDINATE SYSTEM (GRID NORTH)

Encroachments _____

Date of Survey _____ Elevation Reference _____

Date of Plat 9-16-2015 Drawn By PMJ

Date of Revision _____ Checked By WJG

**NOT VALID UNLESS
IMPRINTED WITH
EMBOSSSED SEAL
AND SIGNED BY
SURVEYOR**

David D. Glaze
□ PSM #5605

Walter J. Glaze
■ PSM #6190



**A LEGAL DESCRIPTION AND
SKETCH OF A PORTION OF
SECTION 1, T-1-S, R-30-W**

SHEET 2 OF 2

LEGEND:

R/W Right of way
P.O.B. Point of beginning
P.O.C. Point of beginning

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.

LEGAL DESCRIPTION:

Commence at the intersection of the south line of Section 1, Township 1 South, Range 30 West, Escambia County, also being the north line of Section 2, Township 1 South, Range 30 West, and the east right of way line of Old Ferry Pass Highway (BOR/W), said point also being the southwest corner of parcel described in Official Record Book 6830 at page 1215 of the public records of said County; thence South 72 degrees 46'06" East along said south line for a distance of 76.83 feet for the point of beginning.

Thence continue South 72 degrees 46'06" East along said south line for a distance of 70.30 feet; thence North 29 degrees 01'26" East for a distance of 210.31 feet; thence North 07 degrees 12'32" East for a distance of 137.89 feet; thence North 10 degrees 55'38" West for a distance of 78.17 feet; thence North 75 degrees 27'39" West for a distance of 91.88 feet; thence South 04 degrees 26'44" East for a distance of 239.79 feet; thence South 32 degrees 14'23" West for a distance of 189.91 feet to the point of beginning.

All lying and being in Section 1, Township 1 South, Range 30 West, Escambia County, Florida. Containing 0.73 acres, more or less.

TAX MAPS; PUBLIC RECORDS; SURVEYS BY THIS FIRM & BDE; D.O.T. R/W MAPS; S.R. 10, SECTION 4801-204; S.R. 10, SECTION 48010-2513; S.R. 10, SECTION 4801-206; S.R. 10, SECTION 48010-2500
Measurements made in accordance to United States Standards.

LB No. 7073

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

File No. A-14741 Scale N.A.

Job No. 36457-15A

FB PG

FB PG

Ordered By MR. KEN HORNE

**NOT VALID UNLESS
IMPRINTED WITH
EMBOSSED SEAL
AND SIGNED BY
SURVEYOR**

Bearing Reference NORTH BASED ON STATE PLANE
COORDINATE SYSTEM (GRID NORTH)

Encroachments

Date of Survey Elevation Reference

Date of Plat 9-16-2015 Drawn By PMJ

Date of Revision Checked By WJG

David D. Glaze

☐ PSM #5605

Walter J. Glaze

☒ PSM #6190

Smith's Fish Camp



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 8/6/15 DISTRICT 5



Easement Area



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9128

County Administrator's Report 13. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: Recommendation to approve Contract between Board of County Commissioners and Florida Department of Health in Escambia County 2015/16

From: Judy Witterstaeter, Program Coordinator

Organization: Escambia County Health Department

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Resolution Authorizing the Contract with the State of Florida Department of Health for Operation of the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, Director, Florida Department of Health in Escambia County

That the Board take the following action concerning the Resolution authorizing the Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health for Operation of the Escambia County Health Department, Contract Year 2015-2016:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled, "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department for the Provision of Certain Medical Services, Providing for an Effective Date," for the Contract year of October 1, 2015, through September 30, 2016; and

B. Authorize the Chairman to sign the Resolution and the Contract.

BACKGROUND:

Annually, the Escambia County Board of County Commissioners and the State of Florida, Department of Health enter into a contract for the operation of the Escambia County Health Department, as authorized by Florida Statutes, Chapter 154.

BUDGETARY IMPACT:

The Escambia County Board of County Commissioners agrees to appropriate \$337,649 to Escambia County Health Department for the fiscal year October 1, 2015 through September 30, 2016.

LEGAL CONSIDERATIONS/SIGN-OFF:

Section 154.01 Florida Statutes states that "The several counties of the state may cooperate with the Department of Health in the establishment and maintenance of full-time county health departments in such counties for the promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary care for special populations...The Department of Health shall enter into contracts with several counties for the purposes of this part."

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

This recommendation requires the approval of the recommended Resolution and requires that the Board Chairman sign the attached contract.

Attachments

Resolution Core Contract
Contract

Resolution Number R2015-_____

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, ESCAMBIA COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF CERTAIN MEDICAL SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 154.01(3), Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to enter into a contractual agreement for the provision of certain medical services with the State of Florida, Department of Health, Escambia County Health Department; and

WHEREAS, the Board of County Commissioners has considered the contract by and between the Escambia County Health Department and the Escambia County Board of County Commissioners and has determined the contract to be reasonable; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of the citizens of Escambia County that this contract be approved.

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

Section 1. That the attached contract dated October 1, 2015, between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department hereby is approved as presented.

Section 2. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2015.

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

Steven Barry, Chairman

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

Approved as to form and legal
sufficiency.

By/Title: _____

Date: 10/1/15

Deputy Clerk

**CONTRACT BETWEEN
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
ESCAMBIA COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2015-2016**

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Escambia County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2015.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Escambia County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2015, through September 30, 2016, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

- i. The State's appropriated responsibility *(direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C)* as provided in Attachment II, Part II is an amount not to exceed \$8,730,561 *(State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C)*. The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- ii. The County's appropriated responsibility *(direct contribution excluding any fees, other cash or local contributions)* as provided in Attachment II, Part II is an amount not to exceed \$337,649 *(amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment)*.

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health

Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Escambia County
1295 W. Fairfield Drive
Pensacola, FL 32501

5. CHD DIRECTOR. Both parties agree the director of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director shall be selected by the State with the concurrence of the County. The director of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director to the parties no later than October 1 of each year (*This is the standard quality assurance "County Health Profile" report located on the Division of Public Health Statistics and Performance Management Intranet site*).

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the

CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i. The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;
- ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii. Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Escambia County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be

reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;
- ii. A written explanation to the County of service variances reflected in the DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2016 for the report period October 1, 2015 through December 31, 2015;
- ii. June 1, 2016 for the report period October 1, 2015 through March 31, 2016;
- iii. September 1, 2016 for the report period October 1, 2015 through June 30, 2016; and
- iv. December 1, 2016 for the report period October 1, 2015 through September 30, 2016.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract 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 contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2016, it is agreed that the performance and payment under this Agreement are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:

Cynthia Rhodes
Name
Finance & Accounting Director
Title

For the County:

Stephan Hall
Name
Budget Manager
Title

1295 W. Fairfield Drive

P.O. Box 1597

Pensacola, FL 32501

Pensacola, FL 32501

Address

Address

(850) 595-3417 x2100

(850) 595-4954

Telephone

Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 19 page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2015.

**BOARD OF COUNTY COMMISSIONERS
FOR ESCAMBIA COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

SIGNED BY: 

NAME: Steven Barry

NAME: John H. Armstrong, MD

TITLE: Chairman Escambia County BOCC

TITLE: Surgeon General/Secretary of Health

DATE: _____

DATE: 9/28/15

ATTESTED TO:

SIGNED BY: _____

SIGNED BY: 

NAME: _____

NAME: John J. Lanza, MD, PhD, MPH, FAAP

TITLE: _____

TITLE: CHD Director

DATE: _____

DATE: 9-28-15

Approved as to form and legal sufficiency:

SIGNED BY: 

SIGNED BY: 

NAME: HUAL

NAME: Rodney Johnson

TITLE: ACA

TITLE: Chief Counsel NW Law Office FDOH

DATE: 10/1/15

DATE: 9-16-2015

Approved as to form and legal

ATTACHMENT I

ESCAMBIA COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING

COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
1. Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2. Dental Health	Periodic financial and programmatic reports as specified by the program office.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4. Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5. Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6. Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

ATTACHMENT I (Continued)

levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.

7. Environmental Health Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8. HIV/AIDS Program Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.

Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
9. School Health Services Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
10. Tuberculosis Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11. General Communicable Disease Control Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
12. Refugee Health Program Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/15			
	168,918	4,440,674	4,609,592
2. Drawdown for Contract Year October 1, 2015 to September 30, 2016			
	-44,135	-1,689,487	-1,733,622
3. Special Capital Project use for Contract Year October 1, 2015 to September 30, 2016			
	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2015 to September 30, 2016			

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

124,783

2,751,187

2,875,970

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2015 to September 30, 2016

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE					
015040 AIDS PATIENT CARE	100,000	0	100,000	0	100,000
015040 AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE	115,715	0	115,715	0	115,715
015040 CHD - TB COMMUNITY PROGRAM	96,960	0	96,960	0	96,960
015040 SEXUALLY TRANSMITTED DISEASE CONTROL PROGRAM GR	26,767	0	26,767	0	26,767
015040 FAMILY PLANNING GENERAL REVENUE	79,179	0	79,179	0	79,179
015040 HEPATITIS AND LIVER FAILURE PREVENTION & CONTROL	37,162	0	37,162	0	37,162
015040 PRIMARY CARE PROGRAM	321,792	0	321,792	0	321,792
015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE	363,061	0	363,061	0	363,061
015040 DOH RESPONSE TO TERRORISM	104,412	0	104,412	0	104,412
015050 CHD GENERAL REVENUE NON-CATEGORICAL	3,275,544	0	3,275,544	0	3,275,544
GENERAL REVENUE TOTAL	4,520,592	0	4,520,592	0	4,520,592
2. NON GENERAL REVENUE - STATE					
015010 STATE UNDERGROUND PETROLEUM RESPONSE ACT	8,203	0	8,203	0	8,203
015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	19,023	0	19,023	0	19,023
015010 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	20,000	0	20,000	0	20,000
015010 TOBACCO STATE AND COMMUNITY INTERVENTIONS	185,816	0	185,816	0	185,816
NON GENERAL REVENUE TOTAL	233,042	0	233,042	0	233,042
3. FEDERAL FUNDS - STATE					
007000 AIDS DRUG ASSISTANCE PROGRAM ADMIN	103,828	0	103,828	0	103,828
007000 AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	34,607	0	34,607	0	34,607
007000 BREAST & CERVICAL CANCER - ADMIN/CASE MANAGEMENT	60,000	0	60,000	0	60,000
007000 BIOTERRORISM HOSPITAL PREPAREDNESS	54,281	0	54,281	0	54,281
007000 WIC BREASTFEEDING PEER COUNSELING PROG	49,982	0	49,982	0	49,982
007000 COASTAL BEACH WATER QUALITY MONITORING	12,401	0	12,401	0	12,401
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	30,000	0	30,000	0	30,000
007000 FAMILY PLANNING TITLE X - GRANT	139,384	0	139,384	0	139,384
007000 IMMUNIZATION FIELD STAFF	4,000	0	4,000	0	4,000
007000 IMMUNIZATION ACTION PLAN	119,002	0	119,002	0	119,002
007000 MCH SPECIAL PROJECT PRAMS	54,036	0	54,036	0	54,036
007000 HPP AND PHEP COOP AGRMT PHEP EBOLA SUPPLEMENT #2	27,378	0	27,378	0	27,378
007000 PHP PUBLIC HEALTH PREPAREDNESS BASE ALLOC	515,046	0	515,046	0	515,046
007000 AIDS PREVENTION	190,394	0	190,394	0	190,394
007000 RYAN WHITE TITLE II CARE GRANT	81,182	0	81,182	0	81,182
007000 IMPROVING STD PROGRAMS	67,031	0	67,031	0	67,031
007000 FLORIDA STD SURVEILLANCE NETWORK PART A	11,850	0	11,850	0	11,850
007000 WIC PROGRAM ADMINISTRATION	1,451,686	0	1,451,686	0	1,451,686
015075 INSPECTIONS OF SUMMER FEEDING PROGRAM - DOE	1,150	0	1,150	0	1,150
015075 SUPPLEMENTAL SCHOOL HEALTH	498,023	0	498,023	0	498,023
FEDERAL FUNDS TOTAL	3,505,261	0	3,505,261	0	3,505,261
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE					

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2015 to September 30, 2016

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001020 CHD STATEWIDE ENVIRONMENTAL FEES	241,180	0	241,180	0	241,180
001092 CHD STATEWIDE ENVIRONMENTAL FEES	205,286	0	205,286	0	205,286
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	9,765	0	9,765	0	9,765
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	4,044	0	4,044	0	4,044
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	5,780	0	5,780	0	5,780
001206 DRINKING WATER PROGRAM OPERATIONS	65	0	65	0	65
001206 REGULATION OF BODY PIERCING SALONS	345	0	345	0	345
001206 TANNING FACILITIES	470	0	470	0	470
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	2,548	0	2,548	0	2,548
001206 MOBILE HOME & RV PARK FEES	2,183	0	2,183	0	2,183
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	471,666	0	471,666	0	471,666
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	44,135	0	44,135	0	44,135
OTHER CASH CONTRIBUTION TOTAL	44,135	0	44,135	0	44,135
6. MEDICAID - STATE/COUNTY:					
001057 CHD CLINIC FEES	0	2,457,103	2,457,103	0	2,457,103
MEDICAID TOTAL	0	2,457,103	2,457,103	0	2,457,103
7. ALLOCABLE REVENUE - STATE:					
	0	0	0	0	0
ALLOCABLE REVENUE TOTAL	0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	1,463,884	1,463,884
PHARMACY DRUG PROGRAM	0	0	0	123,932	123,932
WIC PROGRAM	0	0	0	6,361,091	6,361,091
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	45,754	45,754
IMMUNIZATIONS	0	0	0	1,085,229	1,085,229
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	9,079,890	9,079,890
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	337,649	337,649	0	337,649
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	337,649	337,649	0	337,649
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001077 CHD CLINIC FEES	0	209,550	209,550	0	209,550
001094 CHD LOCAL ENVIRONMENTAL FEES	0	197,058	197,058	0	197,058
001110 VITAL STATISTICS CERTIFIED RECORDS	0	387,800	387,800	0	387,800
FEES AUTHORIZED BY COUNTY TOTAL	0	794,408	794,408	0	794,408
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	412,626	412,626	0	412,626

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2015 to September 30, 2016

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001090 CHD CLINIC FEES	0	1,100	1,100	0	1,100
004010 CHD CLINIC FEES	0	100	100	0	100
005000 CHD LOCAL REVENUE & EXPENDITURES	0	39,000	39,000	0	39,000
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	82,230	82,230	0	82,230
010300 PETROLEUM STORAGE TANK DEP COMPLIANCE CONTRACT	0	350,428	350,428	0	350,428
010300 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	11,000	11,000	0	11,000
011000 INDIGENT CARE PROGRAM	0	60,000	60,000	0	60,000
011000 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	100,000	100,000	0	100,000
011001 CHD HEALTHY START COALITION CONTRACT	0	1,016,525	1,016,525	0	1,016,525
012020 CHD CLINIC FEES	0	100	100	0	100
015020 PETROLEUM STORAGE TANK CLEANUP CONTRACT	0	946,224	946,224	0	946,224
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	1,689,487	1,689,487	0	1,689,487
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	4,708,820	4,708,820	0	4,708,820
12. ALLOCABLE REVENUE - COUNTY	0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL	0	0	0	0	0
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	0	0
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	8,774,696	8,297,980	17,072,676	9,079,890	26,152,566

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service
October 1, 2015 to September 30, 2016

	Quarterly Expenditure Plan									
	FTE's	Clients	Services/	1st	2nd	3rd	4th	State	County	Grand
	(0.00)	Units	Visits	(Whole dollars only)						
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	8.36	5,526	7,500	133,957	156,244	133,957	156,243	284,486	295,915	580,401
SEXUALLY TRANS. DIS. (102)	11.39	2,100	3,500	148,660	173,393	148,660	173,393	514,106	130,000	644,106
HIV/AIDS PREVENTION (03A1)	0.61	1	50	19,708	22,987	19,708	22,987	85,390	0	85,390
HIV/AIDS SURVEILLANCE (03A2)	2.26	1	7	31,757	37,040	31,757	37,040	137,594	0	137,594
HIV/AIDS PATIENT CARE (03A3)	3.00	1	1	50,385	58,767	50,385	58,767	218,304	0	218,304
ADAP (03A4)	5.10	0	0	56,216	65,569	56,216	65,569	243,570	0	243,570
TUBERCULOSIS (104)	2.65	54	425	42,659	49,757	42,659	49,757	156,001	28,831	184,832
COMM. DIS. SURV. (106)	4.66	36	10,100	71,018	82,834	71,018	82,835	307,705	0	307,705
HEPATITIS (109)	1.30	1,500	1,600	17,457	20,362	17,457	20,363	75,639	0	75,639
PREPAREDNESS AND RESPONSE (116)	8.62	0	160	173,788	202,703	173,788	202,704	752,983	0	752,983
REFUGEE HEALTH (118)	0.08	30	50	1,313	1,531	1,313	1,530	5,687	0	5,687
VITAL RECORDS (180)	4.15	19,950	43,459	54,212	63,232	54,212	63,232	0	234,888	234,888
COMMUNICABLE DISEASE SUBTOTAL	52.18	29,199	66,852	801,130	934,419	801,130	934,420	2,781,465	689,634	3,471,099
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	13.52	11,150	1,543	321,540	375,037	321,540	375,036	1,382,136	11,017	1,393,153
WIC (21W1)	33.72	25,200	115,000	465,603	543,069	465,603	543,070	1,451,685	565,660	2,017,345
TOBACCO USE INTERVENTION (212)	2.34	0	101	55,340	64,547	55,340	64,548	180,013	59,762	239,775
WIC BREASTFEEDING PEER COUNSELING (21W2)	2.51	0	3,000	26,936	31,418	26,936	31,419	43,742	72,967	116,709
FAMILY PLANNING (223)	13.86	2,111	3,676	205,511	239,704	205,511	239,705	834,305	56,126	890,431
IMPROVED PREGNANCY OUTCOME (225)	0.96	1	163	10,798	12,595	10,798	12,595	46,019	767	46,786
HEALTHY START PRENATAL (227)	12.27	2,292	11,411	184,631	215,349	184,631	215,348	0	799,959	799,959
COMPREHENSIVE CHILD HEALTH (229)	6.82	1,024	1,202	113,281	132,128	113,281	132,128	74,964	415,854	490,818
HEALTHY START CHILD (231)	10.16	1,288	7,172	140,819	164,248	140,819	164,248	0	610,134	610,134
SCHOOL HEALTH (234)	12.94	0	616,500	280,354	326,999	280,354	326,999	1,121,927	92,779	1,214,706
COMPREHENSIVE ADULT HEALTH (237)	4.36	89	283	57,764	67,375	57,764	67,375	246,787	3,491	250,278
COMMUNITY HEALTH DEVELOPMENT (238)	1.01	0	60	15,117	17,632	15,117	17,632	0	65,498	65,498
DENTAL HEALTH (240)	1.64	9,500	21,800	528,582	616,527	528,582	616,527	0	2,290,218	2,290,218
PRIMARY CARE SUBTOTAL	116.11	52,655	781,911	2,406,276	2,806,628	2,406,276	2,806,630	5,381,578	5,044,232	10,425,810
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.48	278	278	8,578	10,005	8,578	10,004	32,444	4,721	37,165
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.06	14	64	1,044	1,217	1,044	1,217	2,383	2,139	4,522
PUBLIC WATER SYSTEM (358)	0.00	0	0	98	115	98	115	9	417	426
PRIVATE WATER SYSTEM (359)	0.01	0	0	233	272	233	272	23	987	1,010
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	8.16	1,080	2,229	144,649	168,715	144,649	168,716	215,889	410,840	626,729
Group Total	8.71	1,372	2,571	154,602	180,324	154,602	180,324	250,748	419,104	669,852
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.37	0	73	5,389	6,286	5,389	6,287	22,320	1,031	23,351

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2015 to September 30, 2016

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd	3rd	4th			
				(Whole dollars only)						
FOOD HYGIENE (348)	1.53	192	823	23,949	27,934	23,949	27,935	54,556	49,211	103,767
BODY PIERCING FACILITIES SERVICES (349)	0.10	33	42	1,660	1,936	1,660	1,937	3,632	3,561	7,193
GROUP CARE FACILITY (351)	0.49	174	269	7,822	9,123	7,822	9,124	846	33,045	33,891
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.36	200	500	5,022	5,858	5,022	5,857	21,083	676	21,759
POOLS/BATHING PLACES (360)	2.11	390	873	37,131	43,309	37,131	43,310	97,862	63,019	160,881
BIOMEDICAL WASTE SERVICES (364)	1.93	798	845	29,120	33,966	29,120	33,966	70,328	55,844	126,172
TANNING FACILITY SERVICES (369)	0.06	12	25	898	1,047	898	1,046	2,558	1,331	3,889
Group Total	6.95	1,799	3,450	110,991	129,459	110,991	129,462	273,185	207,718	480,903
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	25.06	625	1,200	400,395	467,012	400,395	467,011	42,742	1,692,071	1,734,813
SUPER ACT SERVICES (356)	0.12	34	48	3,646	4,253	3,646	4,252	15,687	110	15,797
Group Total	25.18	659	1,248	404,041	471,265	404,041	471,263	58,429	1,692,181	1,750,610
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.17	0	352	3,285	3,831	3,285	3,831	298	13,934	14,232
INJURY PREVENTION (346)	0.01	0	4	103	121	103	121	13	435	448
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.21	0	500	3,954	4,612	3,954	4,611	363	16,768	17,131
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.00	0	0	27	31	27	32	2	115	117
RABIES SURVEILLANCE (366)	1.99	450	1,100	29,041	33,873	29,041	33,872	3,390	122,437	125,827
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.01	0	9	188	219	188	218	22	791	813
INDOOR AIR (371)	0.00	0	0	13	15	13	14	3	52	55
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	20,906	24,384	20,906	24,383	0	90,579	90,579
Group Total	2.39	450	1,965	57,517	67,086	57,517	67,082	4,091	245,111	249,202
ENVIRONMENTAL HEALTH SUBTOTAL	43.23	4,280	9,234	727,151	848,134	727,151	848,131	586,453	2,564,114	3,150,567
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	5,816	6,784	5,816	6,784	25,200	0	25,200
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	5,816	6,784	5,816	6,784	25,200	0	25,200
TOTAL CONTRACT	211.52	86,134	857,997	3,940,373	4,595,965	3,940,373	4,595,965	8,774,696	8,297,980	17,072,676

ATTACHMENT III
ESCAMBIA COUNTY HEALTH DEPARTMENT
CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

ATTACHMENT IV
 ESCAMBIA COUNTY HEALTH DEPARTMENT
 FACILITIES UTILIZED BY THE COUNTY HEALTH DEPARTMENT

<u>Facility Description</u>	<u>Location</u>	<u>Owned By</u>
Main Health Department	1295 W. Fairfield Drive Pensacola, FL 32501	Escambia County
Northside Clinic	8390 N. Palafox Street Pensacola, FL 32534	Escambia County
Environmental Health Office Accounting & Finance, Epi	1300 W. Gregory Street Pensacola, FL 32502	State of Florida
Molino Clinic	3470 Highway 29 North Cantonment, FL 32533	Escambia County
WIC Navy Hospital Center	Naval Hospital Outpatient Clinic 6000 West Highway 98 Pensacola, FL 32512	US Navy

**ATTACHMENT V
 ESCAMBIA COUNTY HEALTH DEPARTMENT
 SPECIAL PROJECTS SAVINGS PLAN**

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2014-2015*	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2015-2016**	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2016-2017***	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2017-2018***	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
PROJECT TOTAL	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: _____

PROJECT NAME: _____

LOCATION/ADDRESS: _____

PROJECT TYPE: NEW BUILDING _____ ROOFING _____
 RENOVATION _____ PLANNING STUDY _____
 NEW ADDITION _____ OTHER _____

SQUARE FOOTAGE: _____ 0

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

START DATE (Initial expenditure of funds)
 : _____

COMPLETION DATE: _____

DESIGN FEES: \$ 0

CONSTRUCTION COSTS: \$ 0

FURNITURE/EQUIPMENT: \$ 0

TOTAL PROJECT COST: \$ 0

COST PER SQ FOOT: \$ 0

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects mobile health vans.

* Cash balance as of 9/30/15

** Cash to be transferred to FCO account.

*** Cash anticipated for future contract years.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9175

County Administrator's Report 13. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: Miscellaneous Appropriations Agreement with National Flight Academy

From: Amy Lovoy, Assistant County Administrator

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Miscellaneous Appropriations Agreement with the National Flight Academy - Amy Lovoy, Assistant County Administrator

That the Board approve and authorize the Chairman to sign a Miscellaneous Appropriations Agreement between Escambia County and Naval Aviation Museum Foundation Inc., dba the National Flight Academy, for Fiscal Year 2015-2016, in the amount of \$100,000. The Agreement establishes a scholarship program at the National Flight Academy with the funds allocated for youths living outside of Escambia County and also requires the Academy to provide an identical match from their other funds, for a youth living within Escambia County, on a slot-by-slot basis.

[Funding Source: Fund 108, Tourist Promotion Fund, Cost Center 360105, Fourth Cent Projects = \$100,000]

BACKGROUND:

In the interest of bringing children and their families from all over the country to Escambia County and the National Flight Academy, tourist promotion monies are being utilized for this Agreement. Also, the youth of Escambia County will be further served by this Agreement, in that the Flight Academy is required to provide a matching scholarship for a local youth with every award utilizing these funds.

BUDGETARY IMPACT:

Funds are available and allocated in Fund 108 Tourist Promotion Fund, Cost Center 360105 Fourth Cent Projects for Fiscal Year 2015-2016.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Office prepared and approved this Miscellaneous Appropriations Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all such agreements.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

MAA - National Flight Academy Scholarship

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
NAVAL AVIATION MUSEUM FOUNDATION, INC DBA NATIONAL FLIGHT
ACADEMY**

THIS AGREEMENT is made and entered into this 1st day of October 2015, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Naval Aviation Museum Foundation, Inc., DBA the National Flight Academy a non-profit corporation authorized to do business in the State of Florida, with administrative offices at 1750 Radford Boulevard, NAS, Pensacola, Florida 32507 and a Federal Tax Identification Number of 59-6178237 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under §125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by bringing children from all over the country to Escambia County to experience the area; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2015/16 (October 1 through September 30), the sum of \$100,000.00 to conduct a program generally described as:

The Escambia County Board of County Commissioners' Scholarship Program for

Youths Living Outside Escambia County, and more particularly described in Exhibit "A," which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

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

Section 2. The Recipient shall-

A) Accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §125.0104 and §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein.

B) Abide by Chapter 119, Florida Statutes, as amended, and successors thereto.

C) Return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated.

D) Return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts." Losses arising from uncollectible accounts and other claims and related costs are not allowable.
2. To pay for "Contingencies." Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable.
3. To pay "Fines and Penalties." Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable.
4. To pay "Governor's Expenses." The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County are considered a cost of general State or local government and are not allowable.
5. To pay "Legislative Expenses." The salaries and other expenses of the State

Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable.

6. To pay "Interest and other Financial Costs." Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith are not allowable.

E) Maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated.

F) Consent to:

1. Provide such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and
2. Produce all documents required by the Internal Auditors; and
3. Furnish, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) Operate successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 3. This Agreement shall be considered to have become effective on the 1st day of October 2015, and will terminate on the 30th day of September 2016, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. The County agrees to pay the recipient the sum of \$100,000.00 for the program of activity payable annually in accordance with the procedures set forth in Exhibit "B" to this Agreement, which is attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will

be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2015-2016 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 7. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2016, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year, however, will be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2016, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

NAVAL AVIATION MUSEUM FOUNDATION, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristen Huff
Title: ACA
Date: 10/7/15

EXHIBIT "A"

2015/2016 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

National Flight Academy.

APPROVED BUDGET

SCHOLARSHIPS FOR KIDS

UNDER THE AGE OF 18 AND LIVING OUTSIDE

ESCAMBIA COUNTY\$100,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

These funds are allocated to provide scholarships to kids living outside Escambia County; however, for each slot filled using this scholarship fund, an identical slot must be filled from other Flight Academy funds for kids living within the geographical limits of Escambia County.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form.
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.
- Monthly documentation will be required showing an itemization of the scholarships granted to students outside Escambia County as well as an itemization of the scholarships matched from other funds granted to students living in Escambia County.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8914

County Administrator's Report 13. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: Tri-Party Grant Agreement with DEP and FWC (DEP Agreement No. S0832) for Deepwater Horizon Oil Spill Phase II Night Sky Retrofit Project

From: Keith Wilkins, Department Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Tri-Party Grant Agreement (DEP Agreement S0832) with the Florida Department of Environmental Protection and Florida Fish and Wildlife Conservation Commission for the Deepwater Horizon Oil Spill Phase II Night Sky Retrofit Project - Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board take the following action concerning a Tri-Party State of Florida Grant Agreement (DEP Agreement S0832) with Florida Department of Environmental Protection (DEP) and Florida Fish and Wildlife Conservation Commission (FWC) for the Deepwater Horizon Oil Spill Phase II Night Sky Retrofit Project:

A. Approve the Tri-Party State of Florida Grant Agreement with FWC and DEP (DEP Agreement No. S0832) for the Deepwater Horizon Oil Spill Phase II Night Sky Retrofit Project; and

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

Note: The County Attorney's Office has requested that the Board be made aware of the language, last sentence, in paragraph 26 (Page 8 of 9) of the Agreement: "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

[Funding: Fund 118, Gulf Coast Restoration Fund, Cost Center to be determined at time of SBA in the amount of \$37,510. There is no match requirement for Escambia County associated with this Agreement]

BACKGROUND:

As a result of Deepwater Horizon oil spill and associated clean-up activities, the coastal habitats and natural resources of Perdido Key beaches were repeatedly disturbed and severely damaged including beach nesting habitats for loggerhead sea turtles. Restoring the Night Sky Project site assessments of existing exterior lights were conducted by International Dark Sky Association, Inc., to identify exterior lights impacting nesting habitat quality within and adjacent to state, local, and federal conservation lands (within 1,000 feet of nesting beach on the conservation lands). Nighttime surveys identified lights that were visible from the nesting beach within and adjacent to the conservation lands. Site-specific plans and recommendations were developed to reduce these lighting impacts through replacement of exterior lights with fully shielded, long wavelength fixtures.

This grant provides funds to assist property owners/managers to acquire new light fixtures and bulbs to retrofit existing lighting so that the identified lights are no longer visible from the nesting beach. Agreements will be executed with property owners to implement with a matching contribution from the property owner/manager of up to 25%. The actions associated with Restoring the Night Sky Project will lead to increased protection of sea turtle nesting areas from disturbance by exterior lighting as part of a coordinated wildlife recovery and management program.

BUDGETARY IMPACT:

Fund 118, Gulf Coast Restoration Fund, Cost Center to be determined at time of the SBA in the amount of \$37,510. There is no match requirement for Escambia County associated with this Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

Note: The County Attorney's Office has requested that the Board be made aware of the language, last sentence, in paragraph 26 (Page 8 of 9) of Agreement: "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

PERSONNEL:

This project will be managed by the Water Quality & Land Management Division staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section II.A., requires approval of grants.

IMPLEMENTATION/COORDINATION:

The project will be managed by the Water Quality & Land Management Division in coordination with DEP and FWC.

Attachments

Tri-Party-DEP FWC-GrantAgrmt S0832

Tri-Party Grant Agreement

DEP AGREEMENT NO. S0832

**STATE OF FLORIDA
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1742A OF THE 2011-2012 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department or DEP"), the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "FWC") and ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 3363 W. Park Place, Pensacola, Florida 32505 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Deepwater Horizon Oil Spill (DWH) Phase II Night Sky Retrofit Project.

WHEREAS, the FWC requested proposals from local governments for increasing compliance with outdoor lighting standards, which would qualify for Early Restoration funding pursuant to the Improving Habitat Injured by Spill Response: Restoring the Night Sky Project, which is part of the Deepwater Horizon (DWH) Phase II Early Restoration Plan and Environmental Review; and,

WHEREAS, the Grantee responded with a project to increase compliance with Article 13.23.00 of the Escambia County Land Development Code and pending Perdido Key Programmatic Habitat Conservation Plan; and,

WHEREAS, the Fixed Capital Outlay Budget Authority for Early Restoration Projects, including the Improving Habitat Injured by Spill Response: Restoring the Night Sky Project, was appropriated in the DEP FY 2011-2012 budget; and,

In consideration of the mutual benefits to be derived herefrom, the Department, the FWC, and the Grantee do hereby agree as follows:

1. Duties of the Department, the FWC, and the Grantee shall be as follows:
 - A. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.
 - B. The FWC shall be responsible for the oversight, review, and approval of all work performed under this Agreement. Upon the performance of satisfactory services by the Grantee, as approved by the FWC, the Grantee shall submit invoices to the Department through the FWC. The FWC shall submit satisfactory invoices to the DEP to compensate the Grantee for approved work.
 - C. The Department shall be responsible for processing satisfactory invoices, as approved by the FWC and the Department, for payment.
2. This Agreement shall begin upon execution by all parties and remain in effect for a period of twelve (12) months, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$37,510. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee or the FWC.

- B. Prior written approval from the Department's Grant Manager shall be required for changes within approved deliverable budget categories of up to 10% of the total deliverable budget amount. Changes less than 10% of the total approved deliverable budget will require a formal change order to the Agreement. Changes greater than 10% of the total approved deliverable budget and/or changes that transfer funds from one deliverable to another or that increase or decrease the total funding amount will require a formal amendment to the Agreement.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal, and approval of deliverables identified in **Attachment A** in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:
- i. Salaries/Wages – The Grantee shall not be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, and/or general and administrative rates) for Grantee's employees.
 - ii. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:
 - a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the FWC and Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
 - b. The Grantee may request approval from the FWC and Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the FWC and Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the FWC and Department Grant Manager's

approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

- c. All subcontracts are subject to the provisions of Paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
 - iii. Travel – The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.
 - iv. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the purchase of equipment is subject to specific approval of the Department. Include copies of invoices or receipts to document purchases, and a properly completed **Attachment F, Property Reporting Form**.
 - v. Other Expenses – e.g., Materials, supplies, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to the subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorneys' fees, civil or administrative penalties, handling fees, such as set percent overages associated with purchasing supplies or equipment.
- E. In addition to the invoicing requirements contained in Paragraphs 3.C. and D. above, the FWC and Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.
- F. It is hereby understood and agreed by all the parties hereto that all invoices shall be submitted by the Grantee to the FWC, and then once reviewed and approved, the FWC will submit the invoices to the Department, and payment for approved invoices shall be made to the Grantee. It is hereby acknowledged by the FWC and Grantee that the Department's obligation shall be satisfied upon payment to the Grantee.
- G. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. Final payment, of up to ten (10) percent of the total Agreement amount identified in Paragraph 3.A., may be withheld until all work is completed, all deliverables have been submitted, match requirements have been met, and the Final Project Report has been received and approved.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the FWC and the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the FWC and/or the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the FWC, and once reviewed and approved by the FWC, then the FWC will submit the CAP to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
 - A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the FWC and the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the FWC and the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department

approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. If requested by the Department Grant Manager, the Grantee shall submit reports on the progress of the CAP to the FWC, who will review and approve it and then the FWC will send the progress reports to the Department.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- 9. This Agreement may be unilaterally canceled by the Department for refusal by the FWC or the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
- 10. The FWC and the Grantee shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- 11.
 - A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
 - B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director, or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the FWC for review and approval, and then the FWC will forward the subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor 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.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
14. The FWC and the Grantee shall comply with all applicable federal, state, and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
15. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
16. The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Pearce Barrett	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS#240	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2106
E-mail Address:	Pearce.barrett@dep.state.fl.us

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17. The FWC's Grant Manager for this Agreement is identified below.

Karen Williams	
Florida Fish and Wildlife Conservation Commission	
Office of Policy and Accountability	
620 South Meridian	
Tallahassee, Florida 32399-1600	
Telephone No.:	(850) 617-9413
E-mail Address:	Karen.Williams@myfwc.com

18. The Grantee's Grant Manager for this Agreement is identified below.

Timothy Day	
Escambia County Board of County Commissioners	
3363 W. Park Place	
Pensacola, Florida 32505	
Telephone No.:	(850) 595-1144
E-mail Address:	TRDay@co.escambia.fl.us

19. To the extent required by law, the FWC and the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
20. The FWC and the Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the FWC and the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.
21. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
22. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign **Attachment F, Property Reporting Form**, DEP 55-212, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
- A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
 - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.

23. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of all parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
24. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
25. Land acquisition is not authorized under the terms of this Agreement.
26. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
27. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency

By: _____
Escambia County Attorney

FEID No.: 59-6000598

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

By: _____
Nick Wiley, Executive Director

Date: _____

Approved as to form and legality

Quilla Miralia, FWC Attorney

List of attachments/exhibits included as part of this Agreement:

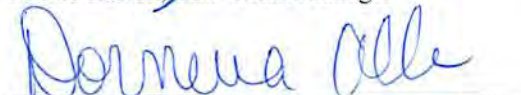
Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (10 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Property Reporting Form (1 Page)</u>

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Trina Vielhauer, Director
Division of Water Restoration Assistance

Date: _____


Pearce Barrett, DEP Grant Manager


Dormene Allen
DEP Contracts Administrator

Approved as to form and legality


Gareth Leonard, DEP Attorney

Approved as to form and legal
sufficiency.

By/Title: 
Date: 9/2/15

ATTACHMENT A GRANT WORK PLAN

PROJECT NAME: *Deepwater Horizon (DWH) Phase II Night Sky Retrofit Project:
Lighting Retrofits on Conservation Lands and Adjacent Properties in Escambia County
(Restoring the Night Sky Project)*

PROJECT DESCRIPTION: As a result of the *Deepwater Horizon* oil spill and associated clean-up activities, the coastal habitats and natural resources of the coastal Florida Panhandle were repeatedly disturbed and severely damaged including beach nesting habitats for loggerhead sea turtles. Restoring the Night Sky Project site assessments of existing exterior lights were conducted by International Dark-Sky Association, Inc. (IDA) to identify exterior lights impacting nesting habitat quality within and adjacent to state, local, and federal conservation lands (within 1,000 feet of nesting beach on the conservation lands). Nighttime surveys identified lights that were visible from the nesting beach within and adjacent to the conservation lands. Site-specific plans and recommendations were developed to reduce these lighting impacts through replacement of existing exterior lights with fully shielded, long wavelength fixtures.

OBJECTIVE: The next phase of the Restoring the Night Sky Project involves contacting property owners and/or property managers with lights identified during surveys (see Exhibit III) and working with them on selecting and installing appropriate retrofit options so that the specific lights are no longer visible from the beach. Agreements will be executed with property owners and/or property managers to implement appropriate modifications to identified lights and an average matching contribution from property owners and/or property managers of up to 25% will be requested. The actions associated with the Restoring the Night Sky Project will lead to increased protection of sea turtle nesting areas from disturbance by exterior lighting as part of a coordinated wildlife recovery and management program.

The key locations are the following conservation lands and site specific retrofits (as specified in Exhibit III) and are located within 1,000 feet of the nesting beach on the conservation land.

Conservation Lands:
Perdido Key State Park

TASKS AND DELIVERABLES

Utilizing pre-retrofit survey information, Escambia County Board of County Commissioners (Grantee) or its subcontractor shall contact and work with property owners and/or property managers to retrofit and to maintain replacement lamps (bulbs) and light fixtures, to install tinting or to take other actions to reduce lights visible from the nesting beach in each conservation land (to the extent that funds in Florida Department of Environmental Protection (DEP) Agreement No. S0832 allow). The funds will be available for the retrofit execution and completion on all sites specified in Exhibit III. For each retrofit project, the Grantee will request a matching donation of up to 25% of the total retrofit costs from each private property owner and/or property manager which may include time and labor to complete the retrofit.

TASK NUMBER 1

Task Description: The Grantee or its subcontractor shall contact property owners and/or property managers for each property identified in the pre-retrofit survey completed by IDA to determine if the property owners and/or property managers will agree to the recommended retrofits. (See Exhibit III for list.)

Deliverable: The Grantee shall submit to the Florida Fish and Wildlife Conservation Commission (FWC) Grant Manager, a report in table format (see Exhibit I, Retrofit Contact List) identifying all successful and unsuccessful attempts to initiate contact with each property owner and/or property manager. This report shall include the property address, property owner's name and/or property manager's name, method of contact (by mail, phone call, or in-person visit), date of attempted contact, and the result of the contact (retrofit agreed to "yes/no").

Performance Measure: The FWC Grant Manager will review the report which identifies all property owners and/or property managers contacted within the first three (3) months of the execution date of the Agreement to ensure the Grantee meets the Task 1 Deliverable. The Grantee shall be notified by the FWC Grant Manager of any deficiencies in the Deliverable and shall be given reasonable opportunity to provide a revised Deliverable.

Timeline: The Grantee shall initiate contacts with all property owners and/or property managers listed in Exhibit III immediately upon execution of the Agreement; and submit the Task 1 Deliverable report at the end of the three (3) month period.

Cost: \$10,000 – The Grantee shall submit one invoice upon the completion of the Task 1 Deliverable along with providing the Retrofit Contact List report which identifies the specific detail of such completed work.

TASK NUMBER 2

Task Description: The Grantee will discuss retrofit options with property owners and/or property managers and establish good faith agreements to implement and oversee retrofit projects.

- Following the initial contact, the Grantee or its subcontractor shall use the recommendations from the initial pre-retrofit survey work completed by IDA to negotiate the specific retrofit with property owners and/or property managers, including matching contributions of up to 25% of the total project cost from private property owners and/or property managers. Different lamps (bulbs) or fixtures may be substituted for the recommended retrofit provided FWC has reviewed and approved all such substitutions prior to purchase and installation.
- The Grantee or its subcontractor will develop a good faith agreement with property owners and/or property managers which will include, at a minimum, property address, property owner's name, property managers name, project timeline, matching dollars or in-kind contributions, and a commitment to maintain the retrofit light fixtures.
- The Grantee or its subcontractor will work to ensure retrofits are installed properly in accordance with IDA recommendations, so the light emitted from the light fixture is not directly visible from the beach and all indirect light visible on adjacent walls or other structures is minimized to the degree possible (in terms of impacts on beach lighting). Either the Grantee or its subcontractor or the property owners and/or property managers shall install any retrofits involving the replacement of lamps (bulbs), the tinting of windows and doors, the installation of window coverings, or other actions consistent with IDA recommendations. The Grantee shall document the completed retrofit with pre- and post-photographs.
- All reports and copies of good faith agreements between the Grantee and the property owners and/or property managers shall be kept by the Grantee for review if requested for a period of five (5) years.

Deliverable: The Grantee shall install lighting retrofits on properties where good-faith agreements have been executed. As evidence of the installations, the Grantee or its subcontractor shall produce and submit to the FWC Grant Manager, a monthly report (see Exhibit II, Retrofit Status Report) detailing the status and phase of retrofit actions taken to date as indicated in Task 2 Description. This monthly report shall include the property address, property owner's name, property manager's name, status of retrofit, date retrofit was completed, the number of unshielded light fixtures and short wavelength lamps (bulbs) replaced with sea turtle friendly lighting, the number of glass windows or doors tinted, the installation of window coverings, or other actions consistent with IDA recommendations. Each monthly report will also list the total costs incurred for all properties, either privately owned or conservation lands and the amount of matching contributions or in-kind contributions. Daytime digital photographs documenting retrofits will also be provided for each retrofit as part of the monthly report.

Performance Measure: The FWC Grant Manager will review the report to ensure it meets the Task 2 Deliverable. The Grantee shall be notified by the FWC Grant Manager of any deficiencies in the Deliverables and shall be given reasonable opportunity to provide a revised Deliverable.

Timeline: The Retrofit Status Reports shall be submitted monthly, with the first report being submitted within one month after the execution of the Agreement. All retrofits shall be completed within twelve (12) months of execution of the Agreement.

Cost: \$27,510.00 – The Grantee may submit one (1) invoice per month for completed work along with the monthly Retrofit Status Report which identifies the specific detail of such completed work.

TASK NUMBER 3

Task Description: The Grantee will create quarterly narrative progress reports of work completed in the Deliverables for Task 1 and Task 2 (the reports may incorporate charts, tables, or spreadsheets) to demonstrate a decrease in the number of properties with problematic lighting and a decrease in unshielded light fixtures and short wavelength lamps (bulbs).

Deliverable: The Grantee will provide to the FWC Grant Manager, a narrative quarterly report demonstrating progress with the number of properties/light fixtures being retrofitted. The Grantee may include any other reports which also

might demonstrate increased awareness among beachfront property owners. This information shall be provided using **Attachment D, Progress Report Form.**

Performance Measure: The FWC Grant Manager will review the quarterly report to ensure it meets the Task 3 Deliverable. The Grantee shall be notified by the FWC Grant Manager for any deficiencies in the Deliverables and shall be given reasonable opportunity to provide a revised Deliverable.

Timeline: The Grantee will provide quarterly narrative progress reports no later than twenty (20) days following the last day of each quarter until all retrofits have been completed up to twelve (12) months from the execution of the Agreement.

Cost: No DEP Grant Funds Associated with this Task.

The Grantee shall submit progress reports quarterly as an in-kind contribution.

The total amount allowed per this Agreement shall not exceed \$37,510.

TIMELINE: The tasks must be completed and all deliverable received by the end of each task timeline.

Task No.	Task Description	Timeframe
1	Spreadsheet identifying all property owners and/or property managers contacted, along with their response. (See Exhibit I, Retrofit Contact List)	Within three (3) months of execution of the Agreement.
2	Installation of lighting retrofits as evidences by a monthly spreadsheet detailing the status and phase of retrofit actions take to date. (See Exhibit II, Retrofit Status Report)	Monthly, with the first report being submitted within one (1) month after execution of the Agreement.
3	Quarterly Narrative Progress Reports, Attachment D	Quarterly, no later than twenty (20) days following the last day of each quarter until all retrofits have been completed, up to twelve (12) months from the execution of the Agreement.

BUDGET by TASK and CATEGORY

Task No.	Category	DEP Grant Funds
1	Contractual Services	\$10,000.00
	Total for Task 1	\$10,000.00
2	Supplies/Other Expenses	\$6,510.00
	Equipment	\$21,000.00
	Total for Task 2	\$27,510.00
3	No DEP Grant Funds Associated with this Task.	\$0.00
Total Project Cost		\$37,510.00

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Retrofit Contact List

Escambia County

FWC Agreement No. _____

DEP Agreement No. S0832, Attachment A, Page 4 of 10

Retrol's Status Report
Escambia CountyDEP Agreement No. _____
FVHC Agreement No. _____[illegible]

Exhibit III

International Dark-Sky Association
Perdido Key State Park
Activity Summary Report

Record Number	Latitude	Longitude	Date	Time	Team Member Name	Address (if known)	Fixture Function Type	Lamp Type	Wattage	Turners	Location on Structure	Apparent Condition	Safety Concerns if any	Mounting Height est.	On Conservation Lands?	Light Visible from Beach?	Was Light on?	Fixture Location Description	Shielding Type	Light Barriers from Beach	Recommendation Notes	
PKSP001	30.294345	-87.44889	10/9/2013	10:37pm	Christina	14701 Perdido Key Dr Pensacola Escambia Florida 32507 US	Pole Mounted Area	High Pressure Sodium			Free Standing	Good			20 Feet	No	Yes	Yes	Street light	Unshielded	None	Replace with Viper (4) type 3 amber LED with 360 degree shield
PKSP002	30.29460005	-87.4490007	10/11/2013	2:50 p.m.	Scott	14479 Perdido Key Drive Pensacola Florida 32507	Pole Mounted Area		100	9500		Fair	Parking	20 feet	No	Yes	No	On north side of Perdido Key Drive	Unshielded		Remove or replace with Viper (4) type 3 amber LED with 360 degree shield	
PKSP003	30.293859	-87.449312	10/9/2013	10:38pm	Christina	14709 Perdido Key Dr A.B.C. Pensacola Escambia Florida 32507 US	Interior Porch Light/Parking	CFL			South	Good	Egress / porch light / parking	8 Feet	No	Yes	Yes	Three porch light, one fan interior light, one light on underside/ garage area	Unshielded	None	Replace porch lights with W805 amber LEDs. Add beach side shield to underside lighting and replace with amber LED light source	
PKSP004	30.294466	-87.448723	10/9/2013	10:48 PM	Christina	14600 Perdido Key Dr Pensacola Escambia Florida 32507 US	Sign Light				Free Standing	Good	None	15 Feet	No	Yes	Yes	Square white sign, lighting up telephone pole to the right	Unshielded	Vegetation	Replace sign face so as to have dark background and light lettering & turn off when business is closed	
PKSP005	30.29432597	-87.4500132	10/9/2013	10:41pm	Christina	14600 Perdido Key Dr Pensacola Escambia Florida 32507 US	Pole Mounted Area	High Pressure Sodium			Free Standing	Fair		15 Feet	No	Yes	Yes	3 poles in parking lot for The Stamp Basket	Unshielded	Vegetation/Dune	Lower mounting height and replace with Viper (4) type 3 amber LED fixtures with 360 degree shield	
PKSP006	30.293964	-87.449987	10/9/2013	10:46pm	Shawn	14737 Perdido Key Dr Pensacola Escambia FL 32507 US	Interior				Interior	Could Not Determine	Interior	15 Feet	No	Yes	Yes	Fixture not visible.	interior light	Vegetation	Window tinting for interior light	
PKSP007	30.293606	-87.45065	10/9/2013	10:47 PM	Scott	14765 Perdido Key Dr Pensacola Escambia Florida 32507 US	Interior Porch Light		Could not determine	Could not determine	Interior	Fair	Porch lights	8 Feet	No	Yes	No	Porch lights on beach-facing porches	Unshielded, one rear light	None	Window tinting for interior light. Replace porch lights with W805 amber LED or Progress cans with amber LED bulbs	
PKSP008	30.294133	-87.450901	10/9/2013	10:49 PM	Scott	14765 Perdido Key Dr Pensacola Escambia Florida 32507 US	Pole Mounted Area	High Pressure Sodium	100	9500	Free Standing	Good			20 feet	No	Yes	Pole mounted REIMA head FPS on south side of Perdido Key Drive	Unshielded	None	Replace with Viper (4) type 3 amber LED with 360 degree shield	
PKSP009	30.293763	-87.450783	10/9/2013	10:51 PM	Scott	14765 Perdido Key Dr Pensacola Escambia Florida 32507 US	Porch Light	Incandescent	Could not determine	Could not determine	East	Fair	Porch light	8 Feet	No	Yes	Yes	Wall mounted bulbhead fixtures on beach-facing porches	Unshielded	None	Replace with W805 amber LED or Progress cans with amber LED bulbs.	
PKSP010	30.293685	-87.451031	10/9/2013	10:43 PM	Scott	14765 Perdido Key Dr Pensacola Escambia Florida 32507 US	Pathway	White CFLs and CFL "bug light"	various	various	Under	Good/Poor	Overhead lighting for pathway to beach	9 feet	No	Yes	Yes	Under structure	Unshielded	None	Reduce in number and replace with W805 amber LED ceiling mounted fixtures	

Exhibit III

International Dark-Sky Association
Perdido Key State Park
Activity Summary Report

Record Number	Latitude	Longitude	Date	Time	Team Member Name	Address if known	Fixture Function Type	Lamp Type	Wattage	Lumens	Location on Structure	Apparent Condition	Safety Concerns if any	Mounting Height est.	On Conservation Land?	Light Visible from Beach?	Was Light on?	Fixture Location Description	Shielding Type	Light Barriers from Beach	Recommendation Notes
PKSP11	30.29151932	-87.4512127	1/12/2014	2:10pm	Shawn	14777 Perdido Key Dr Pensacola Escambia FL 32507 US	Porch light				West	Fair	Egress	8 Feet	No	Yes	No	2 Cans on west side of public restroom	Fully Shielded	Vegetation/Structure	Continue to keep off when not needed & re-lamp with amber LED bulbs.
PKSP12	30.2942149	-87.4517351	10/9/2013	10:17pm	Scott	14777 Perdido Key Dr Pensacola Escambia Florida 32507 US	Pole Mounted Area	High Pressure Sodium			Free Standing	Fair	Intersection	20 feet	No	Yes	No	Pole mounted fixture at corner of Perdido Key Drive and River Road	Unshielded	None	Lower mounting height and replace with Viper (1) type 3 amber LED fixture with 360 degree shield
PKSP13	30.29475524	-87.4520168	10/11/2013	11:01 AM	Shawn	14900 River Road Pensacola FL 32507	Parking, Pole Mounted Area (Approximately 5 lights)	Low Pressure Sodium	Could not determine	Could not determine	Free Standing	Good	Parking lot	15 Feet	No	Yes	Yes	Condo parking lot only fixture closest to entrance visible from beach.	Partially Shielded	Dune Structure	Add beach-side shields
PKSP14	30.294919	-87.452725	10/9/2013	10:36 PM	Scott	14900 River Road Pensacola Escambia Florida 32507 US	Porch Light, Viper Pack	Incandescent	Could not determine	Could not determine	South-beachside	Good	Porch lights	8-10 Feet	No	Yes	Yes	On high rise Amber LED parking lot lights at fire station. Their reflected glow contributes to illumination on upper portion of building (PKSP16), which is visible from beach.	Unshielded	None	Replace with VWRDS amber LEDs or Progress cans with amber LED bulbs and only use lights when needed, not as decoration for building.
PKSP15	30.291617	-87.469317	10/9/2013	11:27pm	Scott	146574C 15182 Perdido Key Dr Pensacola Escambia Florida 32507 US	Parking	LED			Free Standing	Good	Parking lot	15 Feet	No	No	Yes	Upper level interior lights on fire station, down lights at building perimeter	Partially Shielded	Dune	Turn off interior lights when not needed.
PKSP16	30.291515	-87.469442	10/9/2013	9:51 PM	Scott	146574C 15189 Perdido Key Dr Pensacola Escambia Florida 32507 US	Interior, Exterior amber LED, illuminated windsock				Free station uppper floor interior, down lights on building perimeter	Good	Fire station	10 Feet	No	Yes	Yes	Next to fire station	Unshielded, into air light	Dune, Vegetation	Replace with Viper (1) type 3 amber LED with 360 degree shield
PKSP17	30.291607	-87.469724	10/9/2013	9:56 PM	Scott	7292 Captain Kidd Reef Pensacola Escambia Florida 32507 US	Pole Mounted Area - HELMA head	High Pressure Sodium	100	9500	Free Standing	Good		20 feet	No	Yes	Yes	Only features on upper level are visible from beach.	Unshielded	Dune, Vegetation	Replace lamps on upper level with VWRDS amber LED fixtures.
PKSP18	30.291208	-87.47095	10/9/2013	10:09pm	Christina	7293 Captain Kidd Reef Pensacola Escambia Florida 32507 US	4 carriage lamps	Incandescent			East, South, South East	Good	Porch light / egress	8 Feet	No	Yes	Yes		Unshielded	Dune, Vegetation	Lower mounting height. Replace with Viper (1) type 3 amber LED with 360 degree shield
PKSP19	30.290924	-87.471347	10/9/2013	10:04 PM	Christina	7293 Captain Kidd Reef Pensacola Escambia Florida 32507 US	Pole Mounted Area	High Pressure Sodium	100	9500	Free Standing	Good		20 Feet	No	Yes	Yes	Street light	Fully Shielded	None	

Exhibit III

International Dark-Sky Association
Perdido Key State Park
Activity Summary Report

Record Number	Latitude	Longitude	Date	Time	Team Member Name	Address if known	Fixture Function Type	Lamp Type	Wattage	Lumens	Location on Structure	Apparent Condition	Safety Concerns if any	Mounting Height est.	On Conservation Lands?	Light Visible from Beach?	Was Light on?	Fixture Location Description	Shielding Type	Light Barriers from Beach	Recommendation Notes
PKSP20	30.291069	-87.471549	10/9/2013	10:02 PM	Christina	7293 Captain Kidd Reef Pensacola Escambia Florida 32507 US	Interior, Porch Light (8 carriage lamps)		Could not determine	Could not determine	South	Good	Porch light / egress	8 Feet	No	Yes	Yes	Carriage lamps on beach facing porches. Only upper most level visible from beach.	Unshielded	Vegetation	Interior: Window tinting Exterior: Replace carriage lamps on mid and uppermost levels with WRDS amber LED or Progress cans with amber LED bulbs.
PKSP21	30.29094	-87.471899	10/9/2013	9:59 PM	Christina	15740 Perdido Key Dr Pensacola Escambia Florida 32507 US	Porch Light	Incandescent	~100	~1500	South	Good	Egress / porch light / steps	8 Feet	No	Yes	Yes	2 bulkhead porch lights on each level.	Unshielded	Vegetation	Replace with WRDS amber LEDs
PKSP22	30.29124191	-87.4735737	10/11/2013	11:36 AM	Shawn	7238 Sharp Reef Pensacola Florida 32507	Porch Light (6)		Could not determine	Could not determine	West	Good	Egress / porch light	8 feet	No	Yes	No	2 carriage lamps on each level of beach (west)-facing porches	Unshielded	Vegetation	Replace lamps on mid & upper levels with WRDS amber LEDs
PKSP23	30.290371	-87.474028	10/9/2013	9:52 PM	Christina	153841C 15682 Perdido Key Dr Pensacola Escambia Florida 32507 US	Pole Mounted Area	High Pressure Sodium	100	9500	Free Standing	Good		20 Feet	No	Yes	Yes	Street light	Fully Shielded	None	Lower mounting height, fix mounting angle. Consider replacing with Viper (s) type 3 amber LED with 360 degree shield
PKSP24	30.29110759	-87.4742603	10/9/2013	9:45 PM	Christina	7247 Sharp Reef Rd Pensacola Escambia Florida 32507 US	Porch Light		Could not determine	Could not determine	South West	Good	porch light	12 Feet	No	Yes	Yes	1 ceiling-mounted porch light on west side of house	Unshielded	Dune	Replace with Nemo amber LED fixture
PKSP25	30.291654	-87.474441	10/9/2013	9:50pm	Christina	7237 Sharp Reef Rd Pensacola Escambia Florida 32507 US	Per Lamps, Porch Light				South West	Good	Porch light	10-15 Feet	No	Yes	Yes	Per lamps and porch light on west side of house	Unshielded	Dune, Vegetation	Remove per lamps. Replace porch light with WRDS amber LED or Progress can with amber LED bulbs.
PKSP26	30.288516	-87.480229	10/9/2013	9:07 PM	Christina	16015 Perdido Key Dr Pensacola Escambia Florida 32507 US	Parking, Porch Light		Could not determine	Could not determine	East - garage light	Fair	Porch light	8 Feet	No	Yes	Yes	One wall mounted bulkhead light on each porch. Also, light seen at night only on underside of house, possibly bulkhead	Unshielded	Vegetation	Replace with WRDS amber LEDs
PKSP27	30.288931	-87.480384	10/11/2013	11:48 AM	Scott	16015 Perdido Key Dr Pensacola Escambia Florida 32507 US			Could not determine	Could not determine	Free Standing	Good	None	6 Feet	No	No	No	Two fixtures mounted on a single pole near road on landward side of structure. **Not on, but was told by local turtle permit holder that it is on occasionally and quite bright.**	Unshielded	Dune	Removal
PKSP28	30.288871	-87.480586	10/9/2013	9:04 PM	Christina	16027 Perdido Key Dr Pensacola Escambia Florida 32507 US	Pole Mounted Area	High Pressure Sodium			Free Standing	Good		20 Feet	No	Yes	Yes	Street light, light reflects off house to the right of it	Unshielded	None	Replace with Viper (s) type 3 amber LED with 360 degree shield
PKSP29	30.288068	-87.481731	10/9/2013	9:00pm	Christina	16101 Perdido Key Dr Pensacola Escambia Florida 32507 US	Interior				South	Could Not Determine	Interior	15 Feet	No	Yes	Yes	Interior lights on	Interior light	None	Window tinting for interior lights

Exhibit III

International Dark-Sky Association
Perdido Key State Park
Activity Summary Report

Record Number	Latitude	Longitude	Date	Time	Team Member Name	Address if known	Fixture Function Type	Lamp Type	Wattage	Lumens	Location on Structure	Apparent Condition	Safety Concerns if any	Mounting Height est.	On Conservation Land?	Light Visible from Beach?	Was Light on?	Fixture Location Description	Shielding Type	Light Barriers from Beach	Recommendation Notes	
PKSP10	30.288535	-87.481952	10/9/2013	8:50 PM	Christina	16101 Perdido Key Dr Pensacola Escambia Florida 32507 US	Pole Mounted Area	High Pressure Sodium	100	9500	Free Standing	Good			20 feet	No	Yes	Yes	Street light	Unshielded	None	Replace with Viper (s) type 3 amber LED with 360 degree shield
PKSP11	30.287958	-87.482437	10/9/2013	8:55 PM	Shawn	16231 Perdido Key Dr Pensacola Escambia Florida 32507 US	Interior Porch Light		Could not determine	Could not determine	South Interior	Could Not Determine	Interior / porch light	8 feet	No	Yes	Yes	Interior light & can lights on beach-facing porch	Unshielded	None	Daytime view suggests windows are already tinted. If necessary, re-lamp can fixtures with amber LED bulbs.	
PKSP12	30.287188	-87.482665	10/9/2013	8:46pm	Shawn	16237 Perdido Key Dr Pensacola Escambia Florida 32507 US	Interior Porch Light, Residentia	Incandescent	Could not determine	Could not determine	South Interior	Poor	Egress / porch light		8 feet	No	Yes	Yes	Living room. 2 fixtures (1 on each level) on beach-facing porches	Unshielded	None	Windows may already be tinted. Replace porch lights with WRDS amber LED or Progress can with amber LED bulbs
PKSP13	30.287307	-87.482934	10/9/2013	8:42pm	Christina	16237 Perdido Key Dr Pensacola Escambia Florida 32507 US	Porch Light	"Bug" light			South West	Poor	Egress		12 feet	No	Yes	Yes	3 recessed porch lights on south, beach-facing side and at least one on west side (on at night)	Partially Shielded	None	Replace with Remo amber LED fixtures
PKSP14	30.288297	-87.483247	10/9/2013	8:41pm	Shawn	16245 Perdido Key Dr Pensacola Escambia Florida 32507 US	Street Light	Low Pressure Sodium	100	9500	Free Standing	Good			20 feet	No	Yes	Yes		Unshielded	Structure	Replace with Viper (s) type 3 amber LED with 360 degree shield
PKSP15	30.28809203	-87.4838465	10/9/2013	8:33 PM	Shawn	16279 Perdido Key Dr Pensacola Escambia Florida 32507 US	Pole Mounted Area	High Pressure Sodium			South	Good	parking		25 feet	No	Yes	Yes	Pole-mounted area light on landward side of house.	Unshielded	Structure, Vegetation	Replace with Viper (s) type 3 amber LED with 360 degree shield
PKSP16	30.28781647	-87.4838841	10/9/2013	8:40 PM	Christina	16000 Perdido Key Dr Bld Pensacola Escambia Florida 32507 US	Porch Light	LED amber			South East	Good	Egress		8 feet	No	Yes	Yes	2 amber LED turtle lights on beach facing porch. 1 on at night directly over a piece of furniture patio furniture.	Fully Shielded	None	Use only when needed
PKSP17	30.29504474	-87.4852145	10/9/2013	8:32pm	Christina	31700 Cayman Ct. Orange Beach Escambia Alabama 36561 US			Could not determine	Could not determine	South	Could Not Determine	Uncertain		Uncertain	Yes	Yes	Unknown light source lighting up water tower	Partially Shielded	Vegetation	Uncertain. Possibly outside the scope of this project.	
PKSP18	30.287518	-87.485895	10/9/2013	7:30 PM	Christina	16281 Perdido Key Dr Pensacola Escambia Florida 32507 US	Porch Light/Pathway	Fluorescent/Incandescent			South, South East, South West	Good	Porch lights / walkways / swimming pool		10-150 feet	No	Yes	Yes	Landward side of building is illuminated and visible from the beach to the south. Porch lights, fluorescent tube over pool area, pool light, spot light lighting elevator shafts. 3 down cast lights along pool area. 3 white lights to right of pool area, string lights on 7th floor balcony, white light under pool parthen, pathway lights.	Unshielded, Part Fully Shielded	None	Stop illuminating landward side of building. Relamp porch lights with amber LED. Replace pool light with Luminaire amber LED pool luminaire. Replace pathway lights with amber LED SP1 Spotlights. Change light source in illuminated gazebo. Remove string of lights from balcony

Exhibit III

Record Number	Latitude	Longitude	Date	Time	Team Member Name	Address if known	Fixture Function Type	Lamp Type	Wattage	Lumens	Location on Structure	Apparent Condition	Safety Concerns if any	Mounting Height est.	On Conservation Lands?	Light Visible from Beach?	Was Light on?	Fixture Location Description	Shielding Type	Light Barriers from Beach	Recommendation Notes
PICSP39	30.286592	-87.487015	10/9/2013	7:46 PM	Christina	16284 Perdido Key Dr Pensacola Escambia Florida 32507 US	Porch Light, Pathway, Parking/Interior	Fluorescent	Various	Various	South, South East	Good	Porch lights	8 - 12 feet	No	Yes	Yes	Various types of porch lights, appears to be 3 fluorescent tubes in hallway/garage area you can also see reflection of more fluorescent lights on garage walls, pool glow, 2 globe pole mounted lights, interior lights	Unshielded	Fence	Replace porch lights with WRDS amber LED or Progress cans with amber LED bulbs. Replace pool light with Lumascape amber LED pool luminaire. Replace pole mounted globe lights with Turtle Friendly LED light bulbs. Replace parking lighting with amber LED hybrid 4760 WattLife Series.
PICSP40	30.2875793	-87.4851716	10/11/2013	11:15 a.m.	Scott	16281 Perdido Key Drive Pensacola Florida 32507	Pole Mounted Area		Could not determine	Could not determine	Tennis court NE of condo unit	Good	Tennis	20 feet	No	Yes	No	Tennis court NE of Condo unit		Structure	Do not use during turtle season
PICSP41	30.28704521	-87.4867165	10/9/2013	8:23pm	Christina	16284 Perdido Key Dr Pensacola Escambia Florida 32507 US	Pole Mounted Area	Metal Halide	Could not determine	Could not determine	Free Standing	Good	parking lot	20 feet	No	Yes	Yes	Parking lot lights on landward side of condo unit. Visible between buildings.	Partially Shielded	Vegetation, Structure	At minimum, add beach-side shields. Consider replacing with Viper (L) type amber LED fixtures with 360 degree shield
PICSP42	30.286815	-87.487629	10/9/2013	7:59pm	Christina	16284 Perdido Key Dr Pensacola Escambia Florida 32507 US	Porch Light, Interior		Could not determine	Could not determine	South	Good	Porch lights	8 feet	No	Yes	Yes	Can porch lights on each beach-facing balcony. Interior	Fully Shielded	None	Exterior: Re-lamp with amber LED bulbs. Interior: windows may already be tinted.
PICSP43	30.28909726	-87.487843	10/9/2013	7:42 PM	Christina	16210 Perdido Key Dr Pensacola Escambia Florida 32507 US	Porch Light		Could not determine	Could not determine	South	Good	Stairs, porch light	8 feet	No	Yes	Yes	See Spray Riverside 22 wall-mounted porch lights	Unshielded	Structure	Replace with WRDS amber LEDs or progress cans with amber LED bulbs.
PICSP44	30.2872309	-87.489041	10/9/2013	8:02pm	Shawn	16295 Perdido Key Dr Pensacola Escambia Florida 32507 US	Street Light	High Pressure Sodium	100	9500	Free Standing	Fair		20 feet	No	Yes	Yes	Replace with Viper (L) type 1 amber LED with 360 degree shield	Unshielded	None	
PICSP45	30.28292764	-87.4892163	10/9/2013	8:13pm	Christina	16100 Perdido Key Dr Pensacola Escambia Florida 32507 US	Pole Mounted Area	High Pressure Sodium	100	9500	Free Standing	Good		20 feet	No	Yes	Yes	2 street lights	Unshielded	None	Replace with Viper (L) type 3 amber LED with 360 degree shield
PICSP46	30.28811988	-87.49010681	10/9/2013	8:03 PM	Shawn	16299 Perdido Key Dr Pensacola Escambia Florida 32507 US	Porch Light, Interior				South	Fair		8-15 feet	No	Yes	Yes	Interior light. Porch lights on beach-facing side of structure. Light visible in stairwell, but light source not visible. Red LEDs from battery powered emergency lights visible	Fully Shielded, Unshielded	Dune, Vegetation, Structure	Replace porch lights with WRDS amber LEDs. Replace lighting in stair well with amber LED sources.

ATTACHMENT B **PAYMENT REQUEST SUMMARY FORM**

Grantee: _____

Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No.: _____

DEP Agreement No.: S0832

Date Of Request: _____

Performance Period: _____

Task/Deliverable Amount Requested: \$ _____

Task/Deliverable No.: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Fringe Benefits	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Travel (if authorized)	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Subcontracting:				
Contractual	\$	\$	\$ N/A	\$ N/A
Equipment Purchases	\$	\$	\$ N/A	\$ N/A
Supplies/Other Expenses	\$	\$	\$ N/A	\$ N/A
Land	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Indirect	\$ N/A	\$ N/A	\$ N/A	\$ N/A
TOTAL AMOUNT	\$	\$	\$ N/A	\$ N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$ N/A	
Less Total Cumulative Payment Requests of:	\$		\$ N/A	
TOTAL REMAINING IN TASK	\$		\$ N/A	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE OF REQUEST: This is the date you are submitting the request.

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request and all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. Do not enter anything in the shaded areas.

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. Do not enter anything in the shaded areas.

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements **Florida Department of Financial Services, Reference Guide for State Expenditures** ***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	S0832		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.

NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:

Progress for this reporting period:

Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0832 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date _____

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT I to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection 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 Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. 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 non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

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

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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 Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, 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 Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1742A – Florida Coastal Protection Trust Fund	2011-2012	37.081	Early Restoration Deepwater Horizon Oil Spill	\$37,510.00	083654

Total Award					\$37,510.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F
PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0832
(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:
	Date:

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.

DEP Contract Manager Signature: _____	Date: _____
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DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9119

County Administrator's Report 13. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: Service Agreement Addendum with ThyssenKrupp Elevator Corporation for Services at the Pensacola Beach Public Safety Building

From: David Wheeler, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Service Agreement Addendum with ThyssenKrupp Elevator Corporation Relating to the Elevator Maintenance Agreement for the Pensacola Beach Public Safety Building located at 1 Casino Beach Boardwalk - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action regarding a Service Agreement Addendum between Escambia County and ThyssenKrupp Elevator Corporation relating to the Elevator Maintenance Agreement for the Pensacola Beach Public Safety Building located at 1 Casino Beach Boardwalk:

A. Approve the Service Agreement Addendum "A" with ThyssenKrupp Elevator Corporation relating to the Elevator Maintenance Agreement for the Pensacola Beach Public Safety building located at 1 Casino Beach Boardwalk; and

B. Authorize the Chairman to execute the Service Agreement Addendum.

[Funding: Fund 001, General Fund; Cost Center 330801, SRI Public Safety]

BACKGROUND:

On March 25, 2009, the Santa Rosa Island Authority (SRIA) entered into a Service Agreement with ThyssenKrupp Elevator Corporation for scheduled maintenance of the elevator located in the Pensacola Beach Public Safety Building. The Agreement was effective on May 21, 2009, with a (10) ten year term, expiring on May 20, 2019, and is non-cancelable. The proposed Addendum will serve to amend and supplement the existing service agreement and transfer all rights, duties and obligations thereunder from the SRIA to Escambia County.

BUDGETARY IMPACT:

[Funding: Fund 001, General Fund; Funding Source 330801, SRI Public Safety]

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin D. Hual reviewed and approved the Service Agreement Addendum and corresponding Service Agreement for elevator maintenance.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval and threshold authority.

IMPLEMENTATION/COORDINATION:

Facilities Management Department will administer the contract.

Attachments

ThyssenKrupp Agreement

Service Agreement - Addendum A

ThyssenKrupp Elevator and Escambia County Board of County Commissioners hereby amend and supplement their duly executed and existing elevator maintenance agreement at 1 Casino Beach Boardwalk Gulf Breeze, FL 32561, contract number US88046, as set forth in this addendum. The addendum shall be made part of the existing elevator maintenance agreement, and in the event of conflict with other terms and conditions, this addendum shall govern. All terms and conditions set forth in the existing maintenance agreement will remain in full force and effect and apply to this addendum where no conflicts exist.

Your existing maintenance contract remains in full force and effect until such time as this Addendum is fully executed by both parties.



Term. This addendum shall become effective starting 10/1/2015 and its term shall be in accordance with the terms and conditions set forth in the existing elevator maintenance agreement referenced in the first paragraph herein.

Price. Purchaser's monthly price shall stay constant and be adjusted annually with the terms and conditions contained herein.


New Purchaser Information. Purchaser and bill to information shall be updated as follows based on change in ownership:

Escambia County Board of County Commissioners
6575 North "W" Street
Pensacola, FL 32505

Building Name Information:
Pensacola Beach Public Safety

ThyssenKrupp Elevator Corporation By:  (Signature of ThyssenKrupp Elevator Representative) Kyla Jordan 850-812-9128 Date: <u>10/6/15</u>	Escambia County Board of County Commissioners By: _____ (Signature of Authorized Representative) Steven Barry, Chairman (Printed or Typed Name) Date: _____	ThyssenKrupp Elevator Approval: By:  Title: Branch Manager Date: <u>10/6/15</u>
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ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

Approved as to form and legal
sufficiency.
By/Titled: 
Date: 10/15/15

10 year term commencing 3/21/09

ORIGINAL

COPY

Purchaser: Santa Rosa Island Authority
PO Box 1208
Pensacola Beach, FL 32562
Hereinafter referred to as "Purchaser", "you", and "your".

Location: Pensacola Beach Public Safety
1 Casino Beach Boardwalk
Pensacola Beach, FL 32561

By: ThyssenKrupp Elevator Corporation
7810 Sears Blvd.
Pensacola, FL 32514
Telephone: (850)477-0015, (850)232-3379
Fax: (850)484-8816
E-Mail: matt.moran@thyssenkrupp.com
Internet: www.thyssenkruppelevator.com
Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

GOLD MAINTENANCE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to maximize the performance, safety, and life span of the elevator equipment to be maintained.

<i>Equipment To Be Maintained</i>					
Building Name	Unit Quantity	Manufacturer	Type of Unit	Application of Unit	Unit ID or Serial #
Pensacola Beach Public Safety	1	ThyssenKrupp	Hydraulic	Passenger	EW4534

ThyssenKrupp Elevator
Americas Business Unit



ThyssenKrupp

Product Maintenance Agreement

Product Information. You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety. You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in either the operation or the appearance of the equipment, to notify us at once, and to keep the equipment shut down until the completion of any repairs. You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 60°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this Agreement reveals an operational problem which, in ThyssenKrupp Elevator's judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of this agreement.

Other. You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods to be employed for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, should you have any concern(s) with the means and methods used to maintain the equipment or repair it under this agreement, you agree to provide us with written notice of that concern and thirty (30) days to respond in writing or take action to appropriately resolve it.

In the event of the sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the unexpired term of this agreement.

Items not covered. We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repainting, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoist way door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.

Other conditions. With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations in the existing design or function of the unit(s). We shall not be obligated to service, make repairs or repairs upon the equipment by reason of obsolescence, misuse of the equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, or any other reason or cause beyond our control and you expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been made. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this contract and should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement.

ThyssenKrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall ThyssenKrupp Elevator be liable for any consequential, special, or indirect damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement.

In no event shall ThyssenKrupp Elevator Corporation's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

Gold Maintenance Agreement

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price. The price for the services as stated in this agreement shall be One hundred ninety-five dollars (\$ 195.00) per month, payable quarterly in advance.

Term. This agreement is effective for ten (10) years starting May 21, 2009 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive ten (10) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial ten (10) years period, or ninety (90) days before the end of any subsequent ten (10) year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments. Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount. You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices. A service charge of 1 1/2% per month, or the highest legal rate, whichever is less, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other, within sixty (60) days from the billing date, we may also choose to do one of the following: 1) suspend all service until all amounts due have been paid in full, or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related to the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service. Time is of the essence.

Acceptance. Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

<p style="text-align: center;">ThyssenKrupp Elevator Corporation</p> <p>By: <u>[Signature]</u> (Signature of ThyssenKrupp Elevator Representative)</p> <p style="text-align: center;"><u>Neil Moran</u> Branch Manager (850) 477-0015</p> <p style="text-align: center;">March 16, 2009 (Date Submitted)</p>	<p style="text-align: center;">Santa Rosa Island Authority</p> <p>By: <u>[Signature]</u> (Signature of Authorized Individual)</p> <p style="text-align: center;"><u>Tammy Bohannon</u> (Print or Type Name) Vice-Chairperson (Print or Type Title)</p> <p style="text-align: center;">3/25/09 (Date of Approval)</p>	<p style="text-align: center;">ThyssenKrupp Elevator Corporation Approval:</p> <p>By: _____ (Signature of Authorized Individual)</p> <p style="text-align: center;">_____ (Print or Type Name)</p> <p style="text-align: center;">_____ (Print or Type Title)</p> <p style="text-align: center;">_____ (Date of Approval)</p>
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Special Considerations

SoundNet®

Through its SoundNet communication center, ThyssenKrupp Elevator will provide 24-hour telephone monitoring on all elevator(s) maintained under the monitoring agreement, provided such elevators are equipped with operational telephone equipment capable of placing a call to SoundNet's call center. SoundNet will receive incoming emergency telephone calls from the elevator(s) and forward same to Purchaser's designated emergency contacts. It shall be the responsibility of Purchaser to submit an executed Contact Data Sheet (attached as Exhibit 1 hereto) to enable this service, and to advise ThyssenKrupp Elevator immediately in writing of any changes to the emergency contacts during the term of service. Purchaser understands that no revision to emergency contacts will be made without ThyssenKrupp Elevator first receiving such request in writing.

SoundNet service does not include maintenance service for Customer's telephone equipment. Customer retains possession and control of its telephone equipment and is responsible for ensuring uninterrupted operation of the telephones so that they are capable of placing a call to SoundNet's call center. SoundNet service cannot be provided without a telephone located within the elevator(s) described in this agreement that has the calling capability described above.

ThyssenKrupp Elevator shall not be held responsible or liable for any claim, injury, delay, death or detention of loss of life, or loss of property resulting from telephone equipment failure, false alarms or interruption of telephone service. We do not assume any duty or responsibility to advise any caller to take or not take any specific action resulting from an emergency, perceived emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

If SoundNet is unable to reach Customer's designated emergency contacts, a service mechanic may be dispatched to the site at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser agrees that it is within the reasonable discretion of SoundNet service operators to dispatch a mechanic or contact emergency personnel if Customer's designated emergency contacts are unavailable. Customer agrees to pay all charges for services provided by any person, organization or municipality contacted as a result of any emergency or perceived emergency call.

Failure to Perform in Accordance with Elevator Maintenance Agreement

If during the term of this Agreement, ThyssenKrupp Elevator fails to properly perform services in accordance with the terms and conditions of this Agreement, Purchaser shall advise ThyssenKrupp Elevator of the specific deficiency in writing and shall allow a reasonable period of thirty (30) days from the date of the written notice to correct the deficiency. In the event ThyssenKrupp Elevator fails to correct the deficiency in the allotted time, Purchaser shall have the right to terminate this agreement upon thirty (30) days prior written notice to ThyssenKrupp Elevator.

Location Sale or Lease- Change of Ownership

If during the term of this agreement, the Location or building in which the elevator equipment is located is sold or leased to another party who is not the Purchaser, Purchaser shall advise ThyssenKrupp Elevator in writing of said transaction and Purchaser shall have the right to terminate this agreement upon thirty (30) days prior written notice to ThyssenKrupp Elevator. In the event of the sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of this agreement and informed as to the relationship.

Exhibit 1 - Contact Data Sheet

Complete Building Information		Complete Billing Information		(INTERNAL USE ONLY)	
This contact data is for the building located at:	Pensacola Beach Public Safety 1 Casino Beach Boardwalk Pensacola Beach, FL 32561	Company Bill To Name:	Santa Rosa Island Auth.	Elevator:	
		Billing Address:	P.O. Box 1208	Brand:	
		City, State, Zip:	Gulf Breeze, FL 32562	Service:	
		Attn Line:	Finance Dept.	Contract:	

Total No of Elevators in Building:

Elevator #	Elevator Telephone Number including Area Code

Elevator #	Elevator Telephone Number including Area Code

In the event of an emergency, or perceived emergency, one or more of the following are to be primary Purchaser contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #
1. Bob West	Pub. Safety Dir.		
2. Buck Lee	Exec. Director		
3. Mason Kilgore	Pub. Works Dir.		
4. Matt Mooneyham	Dev. Svcs. Dir.		

If unable to reach anyone at the above listed numbers, SoundNet has the express permission of Purchaser to contact the elevator service company listed below.

Elevator service company: ThyssenKrupp Elevator Phone Number: (850)477-0015

In the event of an Emergency or perceived emergency, SoundNet has the express permission to contact one or more of the following (011 is not sufficient, local phone numbers are required):

Police Department: (850) 436-9620
 Fire Department: (850) 934-3131

Special instructions/remarks:

It is the responsibility of Purchaser to immediately advise SoundNet in writing of any changes to the contacts or numbers listed on this Contact Data Sheet. Purchaser agrees to pay all charges for services incurred by any person, organization or municipality as a result of any emergency or perceived emergency call. It is also expressly understood that SoundNet does not have and does not assume any duty or responsibility for any person or entity that fails to respond to any emergency or perceived emergency situation.

ThyssenKrupp Elevator Corporation:	Santa Rosa Island Authority	ThyssenKrupp Elevator Corporation Approval:
By: <u>[Signature]</u> (Signature of ThyssenKrupp Elevator Representative)	By: <u>[Signature]</u> (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
<u>Matthew Mooneyham</u> Branch Manager (850)477-0015	<u>Matthew Mooneyham</u> (Print or Type Name) <u>Dir. of Development Svcs.</u> (Print or Type Title)	_____ (Print or Type Name) _____ (Print or Type Title)
<u>March 16, 2008</u> (Date Submitted)	<u>3/25/09</u> (Date of Approval)	_____ (Date of Approval)

ThyssenKrupp Elevator
Americas Business Unit



ThyssenKrupp

Matt Moran
Branch Manager

ThyssenKrupp Elevator Corporation
7810 Sears Blvd., Pensacola, FL 32514
Phone: (850) 477-0015
Fax: (850) 484-8818
E-mail: matt.moran@thyssenkrupp.com
Internet: www.thyssenkruppelevator.com

ThyssenKrupp Elevator
Americas Business Unit



ThyssenKrupp

Danny Tompkins
Service Technician

ThyssenKrupp Elevator Corporation
7810 Sears Blvd., Pensacola, FL 32514
Phone: (850) 477-0015, Mobile: (850) 553-2408
Fax: (850) 484-8818
Internet: www.thyssenkruppelevator.com



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9113

County Administrator's Report 13. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: Certificate of Need - Creek Waste & Recycling, LLC

From: Pat Johnson

Organization: Waste Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Application for a Certificate of Need for Creek Waste & Recycling, LLC - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning an Application for a Certificate of Need for a Solid Waste Management Activity for Creek Waste & Recycling, LLC:

A. Approve the Application for a Certificate of Need, permitting Creek Waste & Recycling, LLC, to operate in Escambia County; and

B. Authorize the Chairman to sign the Certificate.

[Funding: Fund 401, Solid Waste Fund, Account No. 343402]

BACKGROUND:

An Application for Certificate of Need has been submitted to the Waste Services Department by Creek Waste & Recycling, LLC to operate in Escambia County. This company anticipates servicing Escambia County by providing the collection and transportation of solid waste directly from commercial sites to the County's landfill.

The Escambia County Code of Ordinances, Chapter 82 *Solid Waste*, stipulates that each entity must hold a valid Certificate of Need and a Solid Waste Management Permit in order to manage solid waste in Escambia County. An executed Certificate of Need is valid indefinitely unless a change in name or ownership occurs.

BUDGETARY IMPACT:

The required Permit Application Fee of \$150.00 has been deposited into Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board of County Commissioners mission statement: "To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community."

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, original Certificates of Need will be distributed to the Clerk of the Court, the issuing department and the applicant. A Solid Waste Management Permit will then be issued and distributed accordingly. Compliance with insurance requirements for permits was coordinated with the Office of Risk Management.

Attachments

Creek Waste & Recycling CON

Creek Waste & Recycling Appl.

Creek Waste & Recycling Ltr.

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

County Courthouse Annex
Pensacola, Florida 32501

CERTIFICATE OF NEED FOR A

SOLID WASTE MANAGEMENT ACTIVITY

This certifies that Creek Waste & Recycling, LLC

owned or operated by Creek Waste & Recycling, LLC

at 1660 Omega Dr., Molino FL 32577 has submitted the

information as required under Escambia County Code of Ordinances, Chapter 82, Solid Waste, and the Board of County Commissioners of Escambia County, Florida has found such documents to conform with the laws and regulations as provided for in the Ordinances. It is further declared that the services to be performed do not violate the requirements of the Ordinances.

**Board of County Commissioners of
Escambia County, Florida**

Steven Barry, Chairman

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

Deputy Clerk

BCC APPROVED: _____

Certificate Expires:

Indefinite*, 20__

*Indefinite unless there is a change in the name or ownership.

This is not a permit to operate this service

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

County Courthouse
Pensacola, Florida 32501

**APPLICATION FOR
CERTIFICATE OF NEED**

TO: **Board of County Commissioners
of Escambia County, Florida**
County Courthouse Annex
223 Palafox Place
Pensacola, Florida 32501

Date: 9/23/15

(Name of Business) Creek Waste & Recycling, LLC applies for

a Certificate of Need to operate Roll-off Container & Front load dumpster service, under the
(Type of Service)

Name of Creek Waste & Recycling, LLC

Owned or operated by Chad Brown
(Individual/Corporation/Partnership)

at 1660 Omega Dr, Molino, FL 32577
(Location of Operation)

Fiscal Year End December 31, 2015

Federal Identification Number 46-3429095

Attached hereto is the following information as provided for in Escambia County Code of Ordinances Chapter 82, Solid Waste:

(ATTACH ALL INFORMATION APPLICABLE)

1. X A statement of purpose and need for the activity, service or facility.
2. _____ A statement of funding sources.
3. _____ A statement of financial resources of the applicant.
4. _____ A statement of the cost of operation.
5. X Area to be served.
6. _____ A statement of existing facilities or services available in area to be served.
7. _____ Other information requested by the Board.

NOTE: Information described in No. 2, 3, and 4 above shall not be required from persons desiring Certificate of Need to provide "non-residential solid waste" management activities, services, or facilities.


(Signature of Applicant)



**1660 Omega Drive
Molino, FL 32577**

September 25, 2015

Julie Gonzalez
Administrative Supervisor
Escambia County Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Julie:

Creek Waste & Recycling, LLC would like to request a Certificate of Need and a Solid Waste Management Permit for Escambia County. We will be providing dumpsters and removal services for construction debris throughout Escambia County, FL.

Please feel free to call me with any questions.

Sincerely,

Chad L Brown

Chad L Brown
Owner



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9204

County Administrator's Report 13. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: Authorization of Out-of-County Travel - 2015/2016 Annual Travel Schedule

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization for Out-of-County Travel - 2015/2016 Board's Annual Travel Schedule - Jack R. Brown, County Administrator

That the Board authorize out-of-County travel for any member of the Board, the County Administrator, and/or the County Attorney wishing to participate in the conferences/events, as noted on the 2015/2016 Annual Travel/Conference Schedule.

BACKGROUND:

The attached conference/event schedule lists all conferences, workshops, and meetings that the Commissioners, County Administrator, and/or the County Attorney may wish to attend during Fiscal Year 2015-2016.

BUDGETARY IMPACT:

Expenditures for travel expenses will be from budgeted funds within the appropriate Cost Centers/Object Code for the traveler.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Travel authorizations/reimbursements are in compliance with Florida Statutes, Chapter 112.061, "Per Diem and Travel Expenses" and the Board of County Commissioner's Policy "Out-of-County Travel, Section I, Part C".

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will handle all of the details associated with the above conferences.

Attachments

Annual Conference Sch 2015-2016

ANNUAL TRAVEL/CONFERENCE SCHEDULE 2015-2016

DATE	ORGANIZATION	TYPE OF MEETING	LOCATION
November 11-13, 2015	Emerald Coast Transportation Symposium	Transportation Symposium	Destin, FL
November 17-20, 2015	Florida Association of Counties	Legislative Conference	Amelia Island, Florida
February 2-3, 2016	Florida Association of Counties	Legislative Day	Tallahassee, FL (Leon County)
February 20-24, 2016	NACo	Legislative Conference	Washington, DC
March 21-24, 2016	National Hurricane Conference	Annual Hurricane Conference	Orlando, FL (Orange County)
May 9-13, 2016	Governor's Hurricane Conference	Hurricane Conference	Orlando, FL (Orange County)
June 28-July 1, 2016	Florida Association of Counties	Annual Conference	Orlando, FL (Orange County)
July 22-25, 2016	NACo	Annual Conference	Los Angeles, California
September 14-16, 2016	Florida Association of Counties	Policy Conference	TBD
TBD	FCCMA	All meetings/conferences	TBD
Various Dates	Leadership Florida	All meetings/conferences	Various Locations
TBD	Gulf Power	Economic Symposium	Destin, FL (Okaloosa County)
TBD	BP Oil Spill Meetings	Any meeting related to the BP Oil Spill	TBD
TBD	Florida Department of Transportation	County Related	TBD
TBD	Florida Association of Counties	County Commissioner Certification	TBD
TBD	Florida Association of Counties	Advance Commissioner Certification	TBD
TBD	State of Florida	Any meeting related to the State of Florida (Legislative/Governor/FDOT/FDEP/FDOR, etc.)	TBD
TBD	Greater Pensacola Chamber of Commerce	Chamber Fly-In	Washington, DC
TBD	Florida League of Cities	Legislative Conference	TBD
TBD	Florida League of Cities	Legislative Days	Tallahassee, FL (Leon County)
TBD	Florida Associations of Counties	FAC BOD/Policy Meetings	TBD

NACo-National Association of Counties
 FCCMA-Florida City County Management Association
 FDOT-Florida Department of Transportation
 FDEP-Florida Department of Environmental Protection
 FDOR-Florida Department of Revenue



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9161

County Administrator's Report 13. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: Quietwater Beach Ferry Landing Site - Memorandum of Agreement

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

Organization: Public Works

CAO Approval: Jack R. Brown

RECOMMENDATION:

Recommendation Concerning the Memorandum of Agreement Between the Federal Highway Administration, Florida Department of Transportation, and Escambia County, Florida Regarding the Quietwater Beach Ferry Landing Site - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the Federal Lands Access Program Project Memorandum of Agreement between the Federal Highway Administration, the Florida Department of Transportation, and Escambia County, Florida, to establish a management relationship between the County and the National Park Service, Gulf Islands National Seashore, regarding the use of the ferry dock at the Quietwater Beach Boardwalk.

[Funding: Fund 175; Transportation Trust Fund]

BACKGROUND:

This Agreement documents the intent of the Escambia County Board of County Commissioners, the Federal Highway Administration-Eastern Federal Lands Highway Division and the Florida Department of Transportation and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made.

The National Parks Service (NPS) Passenger Ferry Service with access to Fort Pickens has been proposed since 1978 and continues to be part of the General Management Plan for Gulf Islands National Seashore. Currently, visitors using an automobile to travel to Santa Rosa Island and Pensacola Beach from Pensacola must travel approximately 8 miles over two highly-traveled bridges and through the community of Gulf Breeze, and a total of 17 miles to Fort Pickens; as such, congestion is a common occurrence.

The proposed ferry service routes will follow a loop from downtown Pensacola to Fort Pickens to Pensacola Beach (Quietwater Pier) and back to downtown Pensacola with departures in opposite directions. The loop service scenario provides riders with a balance between serving multiple locations at reasonable time intervals and minimizing travel time by offering direct service between any two destinations within the system.

The County has successfully secured Federal Land Access Program (FLAP) grant funding in 2015, co-sponsored with the NPS, to master plan facilities and construct Phase 1 facilities necessary to provide passenger services and loading/unloading for NPS concessioner operated ferry vessels during ferry service operations. The awarded grant amount is \$979,439.00.

The project consists of the Phase 1 construction of a fixed ferry dock, approximately 16 feet by 80 feet. The new ferry dock will be built beyond the existing pier and T-dock. The purpose of the dock is to accommodate ferry passenger loading and off loading safely and provide a dedicated tie-off for the ferry distinct from the public T-dock area. A controlled access (dock gate) and a decking system similar to the existing pier with edge protection will be part of the improvements to meet accessibility standards, and reduce resource impacts. Additional pole lighting will be added to the dock for pedestrian safety. To meet accessibility standards, the existing access ramp will be replaced with a wider ramp using composite wood for durability. A ticketing kiosk and sun shelter with informational signs and brochures will be placed at a centrally located area.

County staff will continue to pursue FLAP and other funding sources for the design and construction of all the phases. **Phase II** Widen existing Pier – Cost estimate \$873,625:

The existing pier is 8 to 9 feet wide by approximately 350 feet with a composite decking and grate surface (center portion of dock is open grating). Improvements include widening of existing walking surface to an overall width of 16 feet wide over the length of the existing pier. A composite decking and grate system, with edge protection is needed for access safety and reduced resource impacts. Additional pole lighting will be added to the pier for pedestrian safety. **Phase III** Shaded Passenger Queuing Area– Cost estimate \$1,450,000: A “palapa” style shade shelter located over the amphitheater area to provide a protected passenger queuing area with direct view to the pier and ferry landing is part of the current design concept. In addition to the shade structure, potential upgrades including resurfacing the amphitheater rails and benches with composite decking for durability is a consideration. Shade and queuing for approximately 70 to 100 passengers during peak use is expected.

BUDGETARY IMPACT:

A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for this project.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Agreement.

PERSONNEL:

No new personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

County staff will coordinate with FHWA, NPS, and FDOT staff during procurement of design and construction contracts.

Attachments

MOA - FHWA, FDOT, and Escambia County

BCC Mins

Notice of Award

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

Project / Facility Name: FL FLAP ESCMB FER(1)

Project Route: Quietwater Beach Ferry Landing Site/Santa Rosa Sound

State: Florida

County(ies): Escambia County, FL

Owner of Federal Lands to which the Project Provides Access: Gulf Islands National Seashore

Entity with Title or Maintenance Responsibility for Facility: Escambia County

Type of Work:

- Preliminary Engineering: Prepare NEPA document and final design of the Quietwater Beach Ferry arrival dock, acquire necessary permits
- Construction: Construction of the Quietwater Beach Ferry arrival dock with decking, access gate, and lighting in Escambia County, FL

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: FHWA-Eastern Federal Lands Highway Division, Florida Department of Transportation (FDOT), Escambia County, FL

The Program Decision Committee approved this project on 6/11/2015.

AGREED:

Board of County Commissioners
Escambia County, Florida

Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Sean McAuliffe, Supervisor, Federal Aid Operations, FDOT

Date

Director, Program Administration, EFLHD

Date

A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Escambia County, FL agrees to provide a matching share equal to 18.07% of the total cost of the project, as detailed more fully in Section J below. FLAP project funds are not to exceed the approved amount of \$999,439.00. Before the expenditure of any funds for which reimbursement will be sought from FHWA, the parties agree to execute a separate obligating document. No reimbursement will be made for expenditures made prior to having an obligating document in place.

B. AUTHORITY

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204, Sections 311.07, 311.09, 339.61-64, and 125.01 of the Florida Statutes.

C. JURISDICTION AND MAINTENANCE COMMITMENT

Escambia County, FL has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

The Florida Department of Transportation and Escambia County have coordinated project development with the Gulf Islands National Seashore. The Gulf Islands National Seashore support of the project is documented per the support letter dated 2/13/2015. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the Gulf Islands National Seashore.

E. PROJECT BACKGROUND/SCOPE

The project consists of the phase I construction of a fixed ferry dock, approximately 16 feet by 80feet. The new ferry dock will be built beyond the existing pier and T-dock. The purpose of the dock is to accommodate ferry passenger loading and offloading safely and provide a dedicated tie-off for the ferry distinct from the public T-dock area. A controlled access (dock gate) and a decking system similar to the existing pier with edge protection will be part of the improvements to meet accessibility standards, and reduce

resource impacts. Additional pole lighting will be added to the dock for pedestrian safety. To meet accessibility standards, the existing access ramp will be replaced with a wider ramp using composite wood for durability. A ticketing kiosk and sun shelter with informational signs and brochures will be placed at a centrally located area.

F. PROJECT BUDGET

Item	Estimate (\$)	Comments
EFL PROJECT MANAGEMENT	\$ 20,000.00	
PRELIMINARY ENGINEERING	\$ 117,532.00	
CONSTRUCTION COSTS	\$ 744,375.00	
CONSTRUCTION ENGINEERING & INSPECTION	\$ 117,532.00	
TOTAL PROJECT COST	\$ 999,439.00	

The EFL project management funds (estimated at \$20,000.00) will require a tapered match using local matching funds. The matching ratio is 18.07%. Project cost based on the current bid amount, the total available FLAP budget may not be sufficient to award the project as defined in the application. As necessary, Escambia County will provide additional local funding to address any funding shortfall.

G. ROLES AND RESPONSIBILITIES

Responsible Party	Product/Service/Role	Comments
EFLHD	<ul style="list-style-type: none"> • Review documentation showing the project is on an approved program of projects and a TIP or STIP • Approve identified design standards/geometrics and the project scope, schedule, and budget • If applicable, review and/or concur with identified lead federal agency and draft environmental documents • Review and adopt NEPA document • Review/approve design exceptions, ROW certifications, utility agreements and, where applicable, railroad agreements • Review and approve 95% PS&E package • Review and/or approve contract package, award package, and all contract modifications • Attend final project inspection. Can be done electronically with photos • Provide assistance in contract disputes and claims if requested by the partner 	

Responsible Party	Product/Service/Role	Comments
FDOT	<ul style="list-style-type: none"> • Responsible for stewardship and oversight of construction letting, bid review, contract award, and project delivery following standard federal-aid procedures as outlined in 23 CFR • Schedule and invite EFLHD and appropriate parties to public meetings • Submit quarterly reimbursement requests to FHWA for expenses incurred in order to maintain financial activity. • Provide quarterly progress and financial reports to EFLHD • Schedule and hold pre-construction meetings and construction inspections • Notify EFLHD of any contract disputes or claims • Provide stewardship and oversight and documentation of the following: <ul style="list-style-type: none"> ○ Evidence that project is on an approved program of projects and a TIP or STIP ○ Design Standards/Geometrics to be used ○ Identified design exception approval agency ○ Identified lead federal agency ○ Anticipated NEPA action ○ Copy of draft NEPA documents ○ Copy of final NEPA action ○ Evidence of permits ○ Review of Public Notices ○ 95% and final PS&E packages ○ Design exceptions ○ ROW certifications ○ Utility/Railroad Agreements ○ Approval of proprietary products ○ Contract award documents for review/concurrence ○ Copy of award package ○ Proposed contract modifications for concurrence ○ Documentation of project close-out ○ Copy of As-builts ○ Copy of final voucher 	

Responsible Party	Product/Service/Role	Comments
Escambia County, FL	<ul style="list-style-type: none"> • Responsible for construction letting, bid review, contract award, and project delivery following standard federal-aid procedures as outlined in 23 CFR • Provide construction administration including stewardship and oversight for federal funded projects • Submit quarterly reimbursement requests for expenses incurred in order to maintain financial activity. • Provide quarterly progress and financial reports • Schedule and invite EFLHD and appropriate parties to public meetings • Schedule and hold pre-construction meetings and construction inspections • Provide data on traffic, accidents, material sources, etc • Notify EFLHD of any contract disputes or claims • Final acceptance of project and project closeout • Assume responsibility of the NPDES permit after project completion • Provide long term maintenance and operation of the facility • Provide the following documents and information: <ul style="list-style-type: none"> ○ Evidence that project is on an approved program of projects and a TIP or STIP ○ Design Standards/Geometrics to be used ○ Identified design exception approval agency ○ Identified lead federal agency ○ Anticipated NEPA action ○ Copy of draft NEPA documents ○ Copy of final NEPA action ○ Evidence of permits ○ Review of Public Notices ○ 95% and final PS&E packages ○ Design exceptions ○ ROW certifications ○ Utility/Railroad Agreements ○ Approval of proprietary products ○ Contract award documents for review/concurrence ○ Copy of award package ○ Proposed contract modifications for concurrence ○ Documentation of project close-out ○ Copy of As-builts ○ Copy of final voucher 	

H. ROLES AND RESPONSIBILITIES – SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Start-Finish
Escambia County	NEPA Document	Sept 2015-April 2016
Escambia County	Final Design	Jan 2016– Jun 2016
Escambia County	Construction Engineering	July 2016 – Mar 2017
Escambia County	Construction	July 2016 – Mar 2017
Escambia County	Contract Closeout	Mar 2017 – Oct 2017

I. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	AASHTO Bridge Design Specifications National Guidelines by ASCE, ASCI, PIANC, API (American Petroleum Institute), and ACOE Florida Greenbook, ADA Standards, Florida Building Code	
Functional Classification	N/A	
Surface Type	N/A	
Design Volume	N/A	

J. FUNDING

Fund Source	Amount	Comments
Federal Lands Access Program Funding	\$ 999,439.00	
FDOT Toll Credits	-	\$195,888.00 in toll credits (18.07% Match)
TOTAL	\$ 999,439.00	

The matching fund share will be documented with a PR-2 to be submitted by the FDOT following submittal of required stewardship documents.

K. MATCHING SHARE REQUIREMENTS

Matching or cost sharing requirements may be satisfied following the obligation of funds to the project by: allowable costs incurred by the State or local government, cash donations, the fair and reasonable value of third party in-kind contributions (but only to the extent that the value of the costs would be allowable if paid for by the party responsible for meeting the matching share), including materials or services; however no costs or value of third party contributions may count towards satisfying the matching share requirements under this agreement if they have or will be counted towards meeting the matching share requirements under another federal award.

Costs and third party contributions counting toward satisfying a cost sharing or matching requirement must be verifiable from the records of the party responsible for meeting the

matching requirements. The records must demonstrate how the value of third party in kind contributions was derived. Voluntary services sought to be applied to the matching share will be supported by the same methods that the party to this agreement uses to support allocability of personnel costs. Any donated services provided by a third party will be valued at rates consistent with those ordinarily paid by employers for similar work in the same labor market. Supplies furnished will be valued at their market value at the time of donation. Donated equipment or space will be valued at fair rental rate of the equipment or space. All records associated with valuations or costs under section K shall be accessible and be maintained for three years following project close-out.

L. PROJECT TEAM MEMBERS - POINTS OF CONTACT

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Name	Title	Agency	Element	Phone & Email
Jacinda Russell	EFLHD Access Program Manager	EFL	Project Management	571-434-1543 Jacinda.Russell@dot.gov
Andrea Van Den Berg	Program Planning Specialist	EFL	Coordination	571-434-1558 Andrea.VanDenBerg@dot.gov
David Forte	Program Manager	Escambia County	Coordination	850-595-3404 dvforte@myescambia.com
Tommy Brown	Transportation Planner	Escambia County	Project Manager	850-595-0272 trbrown@myescambia.com
Dustin Castells	Local Program Administrator	FDOT	Coordination	850-330-1227 Dustin.castells@dot.state.fl.us
Sean McAuliffe	Supervisor, Federal Aid Operations	FDOT	Coordination	Sean.McAuliffe@dot.state.fl.us

M. CHANGES/AMENDMENTS/ADDENDUMS

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA	FDOT	Escambia County	Time
Project Manager (Jacinda Russell)	Local Programs Administrator (Dustin Castells)	Transportation Planner (Tommy Brown)	5 Working Days
Planning and Programs Manager	Program Manager (Regina Battles)	Program Manager (David Forte)	5 Working Days
Director of Program Administration	Supervisor, Federal Aid Operations (Sean McAuliffe)	Colby Brown	5 Working Days
Division Director	Manager, Federal Aid Management Office (James Jobe)	Joy Blackmon	5 Working Days

O. TERMINATION

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

P. STEWARDSHIP & OVERSIGHT ACTIVITIES

Based upon the risk assessment, complexity of the undertaking, and capabilities and past performance of the delivery partner, the EFLHD had determined this project to be low risk. The table below identifies necessary Stewardship and Oversight Activities. If items are not delivered timely or in such poor condition that it brings into question the ability to deliver, the issue will be elevated to all participants to the agreement using the issue resolution procedures matrix identified above.

Phase or Activity	Partner Role	EFLHD Role	Comments
Planning & Programming			
Evidence that project is on an approved program of projects	Provide	Review	For funds disbursed by a division, they may know this already
Evidence of being on a TIP or STIP	Provide	Review	
Project agreement with scope, schedule, & budget	Provide	Approve	EFLHD would be a signatory. Would be involved in the drafting to define what S&O deliverables it will receive
Environment			
Lead Federal agency identified	Provide	Concur	FHWA must be a co- lead agency on an EIS

Phase or Activity	Partner Role	EFLHD Role	Comments
Copy of/review of Draft documents	Provide	Review/Concur	EFLHD should review to insure they can be adopted by EFLHD
Copy of NEPA action	Provide	File copy	(CE, EA, or EIS)
Evidence of permits	Provide	File copy	
Sign off on FHWA NEPA document	Provide	Adopt or develop parallel Document	EFLHD approval needed
Design			
Review 95% PS&E	Provide	Review/Approve	Are required contract provisions included – Common Rule or Fed-Aid?
Review design exceptions	Provide	Review/Approve	If the partner is a State DOT, they would follow their process
Review ROW certifications	Provide	Review/Approve	If ROW is acquired, it must follow Uniform Federal Relocation Act
Utility/Railroad Agreements	Provide	Review/Approve	EFLHD needs certification
Acquisitions			
Review contract package for required clauses (Civil Rights, Davis-Bacon, Buy America/American, etc.)	Provide	Review/Approve	Would not need to do this if the partner is another federal agency or State DOT following Fed Aid procedures.
Concur in award of contract	Provide	Review/Concur	Generally would only get involved if additional funds required
Receive copy of award package	Provide	File copy	EFLHD should have a copy of the package in its files in case inquiries are received
Review or approve contract modifications	Provide	Review/Concur Depends upon nature of CM	Need to assure non-eligible work is not being paid for with program funds
Construction			
Final Project Inspections	Schedule	Attend	FLH should attend the final project inspection for projects above \$500,000.00 in FLAP funds regardless of risk level or elevated risk projects. Final project inspection could be done electronically with photos.
Copy of As-builts	Provide	File copy	Generally only request these if project adjacent to or along a corridor EFLHD is working on or if EFLHD does asset management. Used for updating system info
Copy of final voucher	Provide	File copy	
Contract Dispute (Claim)	Notify	Provide assistance if requested	Need to be aware if additional funds are needed

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-16. Approval of Various Consent Agenda Items – Continued

10. Awarding Contract PD 14-15.020, for the Health Care Broker Consultants, and approving the Agreement for Healthcare Broker/Consulting Services between Escambia County and Aon Consulting, Inc., d/b/a Aon Hewitt, for a term of 12 months, with two options for additional 12-month terms, in the estimated annual amounts, with the liability cap of \$500,000, as follows (Funding: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501):
 - A. Year 1: \$90,000;
 - B. Year 2: \$50,000; and
 - C. Year 3: \$50,000.
11. Canceling solicitation PD 14-15.024, for stretcher maintenance, as there was only one responsive and responsible bidder, and the bidder was in excess of the funding limits (Funding: Fund 408, EMS Operations, Cost Center 330302, Object Code 54601).
12. See Page 19.
13. See Page 20.
14. Taking the following action concerning the Eastern Federal Lands Access Program (FLAP) Project Grant Application for the Quietwater Beach Ferry Landing Site:
 - A. Authorizing the County Administrator, or his designee, to submit a request for FLAP funds to the Federal Highway Administration Eastern Federal Lands Highway Division, to request Grant funding for the Quietwater Beach Ferry Landing Site; and
 - B. Authorizing the Chairman and/or the County Administrator, or designee, to sign any other documents related to the request for FLAP funds, subject to Legal sign-off, without further action of the Board.
15. See Page 21.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-7729

County Administrator's Report 11. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/05/2015

Issue: Eastern Federal Lands Access Program (FLAP) - Quietwater Beach
Ferry Landing Site

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

Organization: Public Works

CAO Approval: 

RECOMMENDATION:

Recommendation Concerning the Eastern Federal Lands Access Program – Quietwater Beach Ferry Landing Site - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Eastern Federal Lands Access Program (FLAP) Project Grant Application for the Quietwater Beach Ferry Landing Site:

A. Authorize the County Administrator, or his designee, to submit a request for FLAP Funds to the Federal Highway Administration (FHWA) Eastern Federal Lands Highway Division (EFLHD) to request Grant funding for the Quietwater Beach Ferry Landing Site; and

B. Authorize the Chairman and/or the County Administrator, or designee, to sign any other documents related to the request for FLAP Funds, subject to Legal sign-off, and without further action of the Board.

BACKGROUND:

A project application for the Federal Lands Access Program is being submitted by Escambia County for the construction of docking facilities and landside improvements for the Pensacola Bay passenger ferry service at Quietwater Beach Pier. This project grant application is supported by the National Park Service (NPS), Gulf Islands National Seashore (see attached letter of support), the Santa Rosa Island Authority (SRIA) who approved during the February 25, 2015 Special SRIA Board Meeting, the West Florida Regional Planning Council (WFRPC), and local involved stakeholders.

Understanding that the FLAP Grant Program has a current 4-year cycle with approximately \$1.9M available each cycle statewide, the parties involved have constructed the grant proposal into a "multi-phased" or "priority" approach. The breakdown of the three phases and related costs are attached herein. The first priority includes all waterside and accessibility improvements less the widening of the existing

Quietwater Pier dock, the second priority is widening the Quietwater Pier dock, and the third priority is the landside improvements, which includes the construction of a shade structure and seating upgrades at the existing Boardwalk amphitheatre. The FLAP Grant Program requires a 20% local match; however, the County will utilize FDOT toll revenue credits to cover the local match contribution leaving no budgetary impact to the County. The estimated total cost for all waterside and landside improvements is approximately \$3,303,064 of which \$660,613 would constitute the County's local match requirement (see attached Quietwater Beach Ferry Landing Site Cost Information).

The project, as proposed, would construct the necessary docking facilities and landside improvements for the Pensacola Bay passenger ferry service at Quietwater Beach Pier. The attached FLAP Grant Application details the phased approach for the Quietwater Beach area improvements as agreed upon by all involved parties. However, Priority 1/Phase 1 includes all water side improvements plus ticket kiosk and accessibility upgrades less existing pier widening. Priority 2/Phase 2 includes widening of the existing pier and Priority 3/Phase 3 includes all landside improvements, which includes the shade structure. This ferry service will meet significant transportation needs for the City of Pensacola, Pensacola Beach, and the Fort Pickens Area of Gulf Islands National Seashore as identified in the Seashore's new General Management Plan. The National Park Service completed an Alternative Transportation Study for Gulf Islands National Seashore in 2009 that validated the need of the ferry service, and completed a Ferry and Shuttle Transportation Feasibility Study in 2014 that confirmed operational details and the economic viability of the ferry service. The Seashore has constructed a ferry pier and associated handicapped accessible ramp, walkway, and passenger pavilion at Fort Pickens with Paul S. Sarbanes Transit in Parks program funding.

Recently, early recovery efforts to mitigate impacts associated with the 2010 Deepwater Horizon Oil Spill have created an opportunity to provide funding to Gulf Islands National Seashore for acquisition of two passenger ferry vessels. This Early Restoration project funding, over \$4 million, has been received and the Seashore is working with NPS contracting officers to contract for the design and construction of these passenger ferry boats.

The ferry service will be operated by the National Park Service under a concessions contract. The Pensacola Bay passenger ferry service is scheduled to begin March 2017.

BUDGETARY IMPACT:

No budgetary impact; \$660,613 – 20% local match: FDOT Toll Revenue Credit

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Public Works Department will coordinate with NPS, SRIA, WFRPC, and local stakeholders.

Attachments

Application

Letter of Support

SRIA Ltr of Support

Cost Info

Eastern Federal Lands Access Program Project Application

General Information:

The Federal Lands Access Program was created by the "Moving Ahead for Progress in the 21st Century Act" (MAP-21) to improve state and local transportation facilities that provide access to and through federal lands for visitors, recreationists and resource users. See <http://flh.fhwa.dot.gov/programs/flap/> for more information.

Instructions:

Proposed projects or studies must be located on a public highway, road, bridge, trail or transit system that is located on, is adjacent to, or provides access to Federal lands for which the facility title or maintenance responsibility is vested with a State, county, city, township, tribal, municipal, or local government. A 20% matching share is required for this program. Other Federal (non-title 23 or 49) funds may be used as match.

All projects must be submitted using this Eastern Federal Lands (EFL) Access Program Application form. The applicant must be the facility owner, have maintenance responsibility or must supply a letter from the facility owner/maintainer indicating the application is being submitted on their behalf. It is the responsibility of the applicant to supply the necessary information to complete the application to the best of their ability.

Project applications must be sponsored by the appropriate Federal Land Management Agency (FLMA) with an application signature and/or letter of support. Attachments such as cost estimates, maps, photos etc. may be included but are limited to 10 pages. Letters supporting the project do NOT count towards the 10 additional pages allowed for application support.

E-mail your completed application package to Efl.planning@dot.gov. If you need assistance in completing this application form or have questions about the program, please contact: Lewis Grimm, PE, FHWA-EFL Planning Team Leader at 703-404-6289 or Lewis.Grimm@dot.gov or the FHWA PDC member listed on the EFL FLAP web page for the respective state.

Implementation:

The Programming Decisions Committee (PDC) for each state will review project applications and prioritize them based on weighted selection criteria developed by the PDC. The selection criteria are reflective of needs in that state and Federal regulations and guidelines. Project approval resides with the PDC. The PDC will select a balanced program that maximizes funding and addresses critical needs, in consultation with applicable FLMA's.

Memorandums of Agreement (MOA) will be required for each programmed project. The project MOA will indicate the project delivery method, match requirements, funding sources/limitations, scope, schedule, and responsibilities of the project signatories.

Project delivery with stewardship and oversight will be through FHWA-EFL or State Department of Transportation (DOT). Local public agencies that are certified by the State DOT may be permitted to deliver the projects contingent on the joint approval of the FHWA-EFL and the State DOT.

For partner delivered projects, fund obligations will be requested following an executed MOA by the State DOTs through a standardized PR-2 form. Access program funds will not reimburse work performed prior to execution of the MOA and the PR-2 (i.e. Right of Way transfers or Engineering services).

Program goals, eligible activities, application tips and the Call for Projects Standard Operating Procedures (including the selection criteria) for this application are located under the appropriate state on the Eastern Federal Lands web site at: <http://www.efl.fhwa.dot.gov/programs/federal-lands-access.aspx>

Eastern Federal Lands Access Program Project Application

Project Name: <input type="text" value="Quietwater Beach Ferry Landing Site"/>		Route Number: <input type="text" value="400 Quietwater Beach Rd"/>	
Facility Owner: <input type="text" value="Escambia County"/>		Facility Maintainer: <input type="text" value="Santa Rosa Island Authority"/>	
Requested Project Delivery Agency:			
<input type="checkbox"/> Eastern Federal Lands (EFLHD) <input type="checkbox"/> State DOT <input checked="" type="checkbox"/> Local Agency <input type="checkbox"/> Other <input type="text"/>			
Functional Classification:		Project Design Standards:	
<input type="checkbox"/> National Highway System <input type="checkbox"/> Arterial <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Road <input checked="" type="checkbox"/> Other		<input type="checkbox"/> AASHTO <input checked="" type="checkbox"/> State DOT <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> Federal Lands Highway (FLH)	
Type of Project Proposed: (Check all that apply)		Estimated Project Budget	
<input type="checkbox"/> New Project <input type="checkbox"/> Rehabilitation <input checked="" type="checkbox"/> Expansion/Enhancement <input type="checkbox"/> Other <input checked="" type="checkbox"/> Design <input checked="" type="checkbox"/> Preliminary Engineering <input type="checkbox"/> Environmental (NEPA Document) <input type="checkbox"/> Right of Way <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Paving, road base or surface course projects <input checked="" type="checkbox"/> Safety enhancements or structures <input type="checkbox"/> Minor drainage <input type="checkbox"/> Major concrete structures <input type="checkbox"/> Bicycle/pedestrian facility <input checked="" type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Construction Engineering <input type="checkbox"/> Planning/Technical Study or Research <input checked="" type="checkbox"/> Other (e.g. Intermodal or transit facilities, ITS, environmental mitigation) If Other, specify: <input type="text" value="Ferry dock & loading area"/>		Preliminary Engineering: <input type="text" value="\$217,501"/> Construction Engineering: <input type="text"/> Construction Cost: <input type="text" value="\$2,982,250"/> Right-of-Way: <input type="text"/> Other Costs: Survey & Permitting <input type="text" value="\$103,313"/> Total Project Cost: <input type="text" value="\$3,303,064"/>	
		Project Funding	
		Requested FLAP Funds: <input type="text" value="\$2,642,451"/> Estimated Match/Toll Credits <input type="text" value="\$660,613"/> Other: <input type="text"/> Total Project Cost: <input type="text" value="\$3,303,064"/> Calculated Match Percent <input type="text" value="20%"/> Match Formula: FLAP Funds / Federal Share(80%) - FLAP Funds	
Project Location:		Benefitting Federal Land Unit(s)	
City: <input type="text" value="Pensacola Beach"/> County: <input type="text" value="Escambia"/> State: <input type="text" value="FL"/> Longitude/Latitude: <input type="text" value="87 8.49N 30 20.109"/> Congressional District(s): <input type="text" value="1"/>		<input type="text" value="Ft. Pickens Area in FL District Gulf Island National Seashore (GINS)"/> Federal Land Management Agency (FLMA) managing the above unit(s) <input type="checkbox"/> Bureau of Land Management <input type="checkbox"/> Fish and Wildlife Service <input type="checkbox"/> Forest Service <input checked="" type="checkbox"/> National Park Service <input type="checkbox"/> U.S. Army Corps of Engineers <input type="checkbox"/> Other (e.g. DOD,) Specify <input type="text" value="Gulf Island National Seashore"/>	
Project Applicant:			
Name: <input type="text" value="David Forte"/> Position: <input type="text" value="Program Manager"/> Agency: <input type="text" value="Escambia Board of County Commissioners"/> Phone: <input type="text" value="850-595-3404"/> E-mail: <input type="text" value="dvforte@myescambia.com"/> Address: <input type="text" value="Transportation Division"/> <input type="text" value="3363 West Park Pl"/> <input type="text" value="Pensacola, FL 32505"/>			
FLMA Signature of Project Acknowledgement & Concurrence			
Name: <input type="text" value="Dan Brown"/> Title: <input type="text" value="Superintendent"/> Phone: <input type="text" value="850-934-2613"/> E-mail: <input type="text" value="Daniel_R_Brown@nps.gov"/>			

Print Form

Submit by E-mail

Eastern Federal Lands Access Program Project Application

Prioritization Factors:

- FLMA, StateDOT, and facility owner agree that the project is an Economic/Visitation Generator. ☒ Yes ☐ No
- FLMA, StateDOT, and facility owner agree that the project is a priority. ☒ Yes ☐ No
- Project is consistent with the metropolitan, statewide and/or regional planning process. ☒ Yes ☐ No
- Project is consistent with currently adopted agency plans. ☒ Yes ☐ No
- If local delivery is requested, the applicant is certified by the State DOT to administer local agency projects following Federal Highway Administration requirements. ☒ Yes ☐ No

Project Development Status

	Not Started	In Progress	Completed	N/A	Completion Date/Comments
Project on TIP/STIP	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TIP/STIP to be amended if funds are awarded
Right of Way	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Preliminary Engineering	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NEPA Document	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2011/2014
Permits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Anticipated Delivery Calendar Year:	2016				
Latest Possible Delivery Calendar Year	2016				

Resource Protection:

Please identify any impacts to known natural, cultural or physical resources associated with this project. (Check all that apply)

Negative Impact	Positive Impact	
<input type="checkbox"/>	<input type="checkbox"/>	Wetlands/Water Resources
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Threatened & Endangered Species
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Species of concern/state listed
<input type="checkbox"/>	<input type="checkbox"/>	Other biological resources (fisheries, rookeries)
<input type="checkbox"/>	<input type="checkbox"/>	Wild & Scenic River (or other state classifications)
<input type="checkbox"/>	<input type="checkbox"/>	Non-attainment areas (air quality)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Historic & archeological resources
<input type="checkbox"/>	<input type="checkbox"/>	Native American areas/concerns
<input type="checkbox"/>	<input type="checkbox"/>	Wilderness or roadless areas
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Parks & recreation areas/wildlife refuge [Section 4(f) 6(f)]
<input type="checkbox"/>	<input type="checkbox"/>	Hazardous materials/contamination site
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Air, noise, and/or visual impacts

Print Form

Submit by E-mail

Eastern Federal Lands Access Program Project Application

1. Project Description

Please provide a summary of the purpose and need for the proposed project. Provide a detailed description of the project activities that would be funded with Access Program funds. Describe the overall design concept, any unusual design elements, design standards, and any work affecting structures (bridges and major culverts). Include widths, surfacing type, earthwork needs or roadside safety features. Include options and funding breakdown for scaling/phasing the project, if applicable.

Pensacola Beach occupies a 9-mile section of Santa Rosa Island. The year-round population is less than 3,000. It is a popular vacation area and its beaches are ranked among Trip Advisor's "Top 25 Beaches." There are hundreds of hotels, motels, resorts, condos, and beach houses on the island and in the summer the daytime population can exceed 25,000. The commercial core of Pensacola Beach is located at the junction of Pensacola Beach Boulevard, Via De Luna Drive and Fort Pickens Road. The entrance to the Fort Pickens Area of the national seashore is 2.5 miles to the west. The proposed ferry landing is at the Quietwater Beach Boardwalk, one of several commercial developments in the center of Pensacola Beach. In addition to retail shops, restaurants, and nightclubs, Quietwater Beach Boardwalk has a public beach area and a public boat dock. The proposed Quietwater Beach Ferry Landing site at Pensacola Beach is proposed at the publicly owned dock located in Santa Rosa Sound at Quietwater Beach. Quietwater Beach is a very popular beach area along the Quietwater Boardwalk commercial shopping and restaurant development, and is located in the heart of Pensacola Beach.

Priority 1: Phase I (FLAP Request=\$783,551; 20% Match=\$195,888; Phase 1 Total=\$979,439)

A fixed ferry arrival dock, approximately 16 feet by 80 feet, will be built beyond the existing pier and T-dock. The purpose of the dock is to accommodate ferry passenger loading and off-loading safely and provide a dedicated tie-off for the ferry distinct from the public T-dock area. Controlled access (dock gate) and a decking system similar to the existing pier with edge protection will be part of the improvements to meet accessibility standards, and reduced resource impacts. Additional pole lighting will be added to the dock for pedestrian safety. Existing pedestrian access between the boardwalk and pier occurs at a wood ramp adjacent to the boardwalk amphitheater. In order to meet current accessibility standards the ramp will be widened and rebuilt in the current location with composite wood for durability. The primary gateway and orientation focal point would be a centrally located ticketing kiosk and shade shelter with informational signs and brochures. The kiosk location would also be the first point of contact with a ferry boat crew member while the vessel is docked at the Quietwater pier. The kiosk and counter would be adjacent or nearby to the shade shelter, or could potentially be located in adjacent retail space. In order to orient and direct arriving and departing passengers, this element would ideally be situated close to the Quietwater Boardwalk amphitheater with a direct view of the ferry boat at the Quietwater pier.

Priority 2: Phase II (FLAP Request=\$698,900; 20% Match=\$174,725; Phase 2 Total=\$873,625)

The existing pier is 8 to 9 feet wide by approximately 350 feet with a composite decking and grate surface (center portion of dock is open grating). Improvements include widening of existing walking surface to an overall width of 16 feet wide over the length of the existing pier. A composite decking and grate system, with edge protection is needed for access safety and reduced resource impacts. Additional pole lighting will be added to the pier for pedestrian safety.

Priority 3: Phase III (FLAP Request=\$1,160,000; 20% Match=\$290,000; Phase 3 Total=\$1,450,000)

The passenger queuing area will be at the existing amphitheater which is adjacent to the pier ramp access. A "palapa" style shade shelter will be developed over the amphitheater area to provide a protected passenger queuing area with direct view to the pier and ferry landing. The amphitheater seating will be rebuilt with composite decking and adjusted to integrate with the new shade shelter. See attached NPS breakdown of phased line item cost estimates.

Eastern Federal Lands Access Program Project Application

2. Safety Benefits

Please describe how this project addresses issues related to safety. Will the project improve safety for all users (pedestrians, bicycles, motor vehicles, etc.)? Will this project improve identified crash sites or hazardous conditions (road safety audits or engineering assessments)?

The primary safety benefits throughout the region will be the reduction in automobile travel. The historic Fort Pickens area is 17 miles from downtown Pensacola and 9.5 miles from the center of Pensacola beach. Those traveling from Pensacola to Pensacola Beach must travel two bridges (one is 3 miles and the other has a toll) and through the City of Gulf Breeze. The ferry service will potentially eliminate some 20,000 of these trips annually.

The safety benefits are particularly important in Gulf Breeze where all traffic heading towards Pensacola Beach or Fort Pickens is cut-through traffic through a highly-developed area, including a major school zone. Safety benefits within Pensacola Beach and the national seashore include reduced motor vehicle activity along two lane roads with significant pedestrian and bicycle activity.

3. Accessibility and Mobility Benefits

Please describe how the proposed project routes are connected to a FLMA inventory route. Describe how the project addresses the need on FLMA plan, State or County Comprehensive Plan. Describe how the proposed project will fill missing links in the network, remove travel restrictions and bottlenecks. How will the plan improve mode choice, explore and enhance transit system (i.e. operation and maintenance of transit facilities, etc.)? Will the plan reduce traffic congestion; enhance visitor mobility and accessibility?

No additional parking is proposed as part of this project. The existing parking lots for the Quietwater Boardwalk have over 500 spaces available for public parking. Additionally, overflow parking is available immediately south of the Boardwalk, across Via de Luna on large surface lots with over 1,100 spaces. Pedestrian access to these parking lots is provided at a crosswalk at the intersection of Via de Luna and Fort Pickens Road.

One of the goals of the ferry service is to reduce vehicle congestion and volume from Pensacola to Santa Rosa Island and the Fort Pickens Area. Due to the limited public parking, expansion of the Escambia County bus routes and the Santa Rosa Island Authority trolley service are under consideration with the partnering entities to provide mass-transit options to the Pensacola Beach ferry landing and alleviate impacts from ferry user parking requirements.

Arriving passengers would be allowed to unload in the designated areas at the main boardwalk entrance. This entryway would include orientation and directional signs to guide passengers to the ticketing kiosk, ferry dock, and public restrooms.

The ferry service will provide mobility choices during the bridge replacement project over Pensacola Bay. Construction of the US Hwy 98 bridge connecting Pensacola to Gulf Breeze is scheduled to begin in 2017. The bridge project is planned to take four years to complete.

Eastern Federal Lands Access Program Project Application

4. Preservation Benefits

Will this project improve the National Bridge Inventory System (NBIS) deficient bridge rating? How will the project improve surface conditions? Will the project reduce operating costs? How will the project contribute to the protection of specific natural, cultural, historic, and/or scenic resources?

The reduction in automobile traffic will produce modest reductions in roadway operating and maintenance costs. The primary financial benefit of the project is the potential that it would enable the passenger ferry service to offset current vehicular congestion and provide an alternative access to the park should Fort Pickens Road be destroyed by another storm and rebuilding not be financially viable.

The anticipated increase in visitation to the park can be accommodated without the increase in impacts to threatened and endangered species via road kill incidents and illegal parking. The project will recreate the historic method of water transport to Fort Pickens while maintaining the significance of the historic structures by adaptively reusing them for new visitor use functions.

5. Economic Development Benefits

Please describe how this project will attract tourism/visitation. Will the project address more than one Federal Land Management Agency (FLMA) area? How will this project influence economic development? How will this project address visitor mobility, access, and experience?

Tourism is a major economic generator for the Pensacola Bay area. With the construction of the dock, this will enable ferry service between downtown Pensacola, Fort Pickens, and the Quietwater boardwalk area of Pensacola Beach. Currently, tourism accounts for \$500m a year and is an economic engine for the Pensacola Bay area and water transportation can enhance tourism by adding an on-water sightseeing experience.

Direct economic development benefits are anticipated for the areas near the landing sites in downtown Pensacola and Pensacola Beach. Downtown Pensacola will benefit from visibility as the primary launch site for ferry trips. Pensacola Beach will benefit from the increased tourism that can be accommodated without increased parking demand.

The benefits for the Fort Pickens section of the seashore are the protection of wildlife and historic resources by reducing the impact of automobile traffic.

6. Sustainability and Environmental Quality Benefits

Please describe how the proposed project contributes to the environmental goals and objectives of the Federal Land Management Plan or other applicable land management plan. How will the proposed project avoid/minimize/mitigate potential impacts to environmental or cultural resources? Will the project improve fish passage and/or wildlife connectivity? How does the proposed project contribute to the use of sustainable energy sources for transportation?

The ferry service and infrastructure will support several key goals in the national seashore's General Management Plan (GMP). The ferry will support the GMP in several ways:

- supports a variety of visitor experience opportunities, including recreational/beach activities, transportation, a boating and water experience, and connections to other historic, cultural, community, and commercial amenities
- supports the purpose of the seashore to serve as an outdoor classroom, by including educational materials and providing access for visitors to experience and learn in different parts of the seashore
- supports the national seashore NPS's goals for sustainability and climate change, including the use of multi-modal transportation choices



United States Department of the Interior

National Park Service
Gulf Islands National Seashore
1801 Gulf Breeze Parkway
Gulf Breeze, FL 32563



IN REPLY REFER TO:

A44

February 13, 2015

Federal Lands Access Program
Eastern Federal Lands
Federal Highway Administration

Eastern Federal Lands:

A project application for the Federal Lands Access Program (FLAP) is being submitted by Escambia County for the construction of docking and related facilities for the Pensacola Bay passenger ferry service. This project is supported by The National Park Service, Gulf Islands National Seashore.

The project, as proposed, would construct the necessary docking facilities and provide safe, accessible public access for the Pensacola Bay passenger ferry service at the ferry's departure site at Quietwater Beach within the community of Pensacola Beach. This ferry service will meet significant transportation needs for the Fort Pickens Area of Gulf Islands National Seashore as identified in the Seashore's new General Management Plan. The National Park Service also completed an Alternative Transportation Study for Gulf Islands National Seashore in 2009 that validated the need of this ferry service, and completed a Ferry and Shuttle Transportation Feasibility Study in 2014 that confirmed operational details and the economic viability of the ferry service. These studies identified the ferry route connecting both Pensacola and Pensacola Beach to Fort Pickens. The Seashore has constructed a ferry pier, associated handicapped accessible ramp and passenger shade pavilion at Fort Pickens with Paul S. Sarbanes Transit in Parks program funding. In 2014 the City of Pensacola was awarded FLAP funding for the construction of ferry docking facilities at the Port of Pensacola.

Recently, efforts to mitigate impacts associated with the 2010 Deepwater Horizon Oil Spill have provided funding to Gulf Islands National Seashore for acquisition of two passenger ferry vessels. This NRDA Early Restoration project funding, over \$4 million, has been received and the Seashore is working with NPS contracting staff to proceed with the design and construction of these passenger ferry boats.

The ferry service will be operated by the National Park Service under a concessions contract that will also include the operation of a shuttle service to provide ground transportation at Fort Pickens for ferry passengers. Gulf Islands National Seashore is one of the top ten most visited national park areas in the country with more than 4.5 million annual visitors, and Fort Pickens is one of the most heavily visited areas of the Seashore.

Gulf Islands National Seashore encourages your favorable consideration of this application.

Sincerely,

Daniel R. Brown
Park Superintendent



SANTA ROSA
ISLAND AUTHORITY

BOARD MEMBERS

Tammy Bohannon
Chairwoman
Dave Pavlock
Vice Chair
Thomas Campanella
Secretary Treasurer
Jerry Watson
Acting Secretary Treasurer
Karen Sindel
Member
Janice Gilley
Member
W. A. "Buck" Lee
Executive Director

February 26, 2015

The Honorable Steven Barry
Chairman
Escambia County Board of Commissioners
221 Palafox Place
Ste. 400
Pensacola, FL 32502

Dear Commissioner Barry:

The Santa Rosa Island Authority Board took the following action in last night's Special Board Meeting regarding the National Park Service Ferry Project:

Upon amended motion of Ms. Janice Gilley seconded by Ms. Karen Sindel, the SRIA Board recognizes the Quietwater Boardwalk is for public use, the owner is Escambia County, and the Santa Rosa Island Authority is responsible for reasonable maintenance. The Board respectfully requests the grant phases be as follows: Phase 1 – the extension of the current pier, Phase 2 – retrofit/widen the existing pier, Phase 3 – shade structure. (6-0)

Please let us know if you have any questions or if we can be of any service.

Sincerely,

Secretary-Treasurer Dr. Thomas Campanella
SRIA Board 2015

TC/jt

Cc: Honorable Grover Robinson, IV
Honorable Doug Underhill
Honorable Wilson Robertson
Honorable Lumon May
Mr. Jack Brown

This Recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts. The Invitation to Bid PD 14-15.011 for Assembly Kits for ECAT Bus Shelters was advertised in the Pensacola News Journal on December 15, 2015. Five firms were notified on December 15, 2014. Three bids were received on January 20, 2015. Brasco International, Inc., is the low bidder.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Bid Tab



U.S. Department
of Transportation
**Federal Highway
Administration**

Eastern Federal Lands
Highway Division

21400 Ridgetop Circle
Sterling, VA 20166-6511

SENT VIA ELECTRONIC CORRESPONDENCE

JUN 11 2015

In Reply Refer to: HFPP-15

Mr. David Forte
Program Manager
Escambia Board of County Commissioners
3363 West Park Place
Pensacola, FL 32505

Subject: MAP-21 Federal Lands Access Program (FLAP)
Quietwater Beach Ferry Landing Site

Dear Mr. Forte:

We are pleased to inform you that a portion of the total project proposal for the Quietwater Beach Ferry Landing Site, submitted under the Federal Fiscal Year (FY) 15 - 18 Florida FLAP call for projects, has been recommended for programming. Specifically, only Phase 1 of the project has been recommended for programming by the members of the Florida Programming Decisions Committee (PDC). This project is programmed for delivery in FY 16. FLAP funding beyond FY15 is contingent upon the availability of appropriated funds. Recommendation for programming by the Florida PDC does not guarantee the availability of funds for this project.

The next step in the process is for the Eastern Federal Lands Highway Division (EFLHD) to coordinate and develop a project Memorandum of Agreement (MOA) with the State and local agency partners. The project MOA will indicate the project delivery method, FLAP funding limits, other funding sources, if applicable, and the match requirement for your project. The MOA will also define the specific roles and responsibilities of each of the agreement signatories, a proposed schedule for project development, and the necessary stewardship and oversight activities. Ms. Raju Mooney or a member of her staff will be contacting you to initiate the development of this formal agreement.

We look forward to a successful project. If you have any questions, please feel free to contact Ms. Raju Mooney, Acting Access Program Manager at 703-404-6290 or Rajashree.Mooney@dot.gov or Mr. Lewis Grimm, Planning Team Leader, at 703-404-6289 or Lewis.Grimm@dot.gov.

Sincerely yours,

Holly E. Bell
Planning & Programs Manager

cc:

Mr. Sean McAuliffe, Federal Aid Programs Manager, FDOT

Mr. Eric Poole, Assistant Legislative Director, Florida Association of Counties

Mr. Chad Thompson, Program Operations Engineer, FHWA FL Division

Mr. Kent Cochran, FLHP Coordinator, NPS

Mr. Dan Brown, Superintendent, Gulf Islands National Seashore, NPS



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9130

County Administrator's Report 13. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: General Agreement Between National Park Service and Escambia County, Florida

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the General Agreement Between National Park Service Gulf Island National Seashore and Escambia County, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the General Agreement between the National Park Service Gulf Island National Seashore and Escambia County, Florida, to establish a management relationship between the County and the National Park Service, Gulf Islands National Seashore, regarding the use of the ferry dock at Quietwater Beach Boardwalk.

[Funding: Fund 175; Transportation Trust Fund]

BACKGROUND:

The purpose of this agreement is to establish a management relationship between Escambia County (hereinafter referred to as the County) and the National Park Service, Gulf Islands National Seashore (hereinafter referred to as the NPS), regarding the use of facilities to provide a gateway to the National Seashore.

The National Park Service (NPS) Passenger Ferry Service, with access to Fort Pickens, has been proposed since 1978 and continues to be part of the General Management Plan for Gulf Islands National Seashore. Currently, visitors using an automobile to travel to Santa Rosa Island and Pensacola Beach from Pensacola must travel approximately 8 miles over two highly-traveled bridges and through the community of Gulf Breeze, and a total of 17 miles to Fort Pickens; as such, congestion is a common occurrence.

The proposed ferry service routes will follow a loop from downtown Pensacola to Fort Pickens to Pensacola Beach (Quietwater Pier) and back to downtown Pensacola with departures in opposite directions. The loop service scenario provides riders with a balance between serving multiple locations at reasonable time intervals and minimizing

travel time by offering direct service between any two destinations within the system.

The County has successfully secured Federal Land Access Program (FLAP) grant funding in 2015, co-sponsored with the NPS, to master plan facilities and construct Phase 1 facilities necessary to provide passenger services and loading/unloading for NPS concessioner-operated ferry vessels during ferry service operations. The awarded grant amount is \$979,439.00.

This project consists of the Phase 1 construction of a fixed ferry dock, approximately 16 feet by 80 feet, which will be built beyond the existing pier and T-dock. The purposes of the dock are to accommodate ferry passenger loading and off-loading safely and to provide a dedicated tie-off for the ferry distinct from the public T-dock area. A controlled access (dock gate) and a decking system similar to the existing pier with edge protection will be part of the improvements to meet accessibility standards and to reduce resource impacts. Additional pole lighting will be added to the dock for pedestrian safety. To meet accessibility standards, the existing access ramp will be replaced with a wider ramp, using composite wood for durability. A ticketing kiosk and sun shelter with informational signs and brochures will be placed at a centrally located area.

County staff will continue to pursue FLAP and other funding sources for the design and construction of all the phases.

Phase II Widen existing Pier – Cost estimate \$873,625. The existing pier is 8 to 9 feet wide by approximately 350 feet, with a composite decking and grate surface (centerportion of dock is open grating). Improvements include widening of existing walking surface to an overall width of 16 feet wide over the length of the existing pier. A composite decking and grate system with edge protection is needed for access safety and reduced resource impacts. Additional pole lighting will be added to the pier for pedestrian safety.

Phase III Shaded Passenger Queuing Area– Cost estimate \$1,450,000

A palapa-style shade shelter located over the amphitheater area to provide a protected passenger queuing area with direct view to the pier and ferry landing is part of the current design concept. In addition to the shade structure, a potential upgrade under consideration includes resurfacing the amphitheater rails and benches with composite decking for durability. Peak use for shade and queuing is expected to be approximately 70 to 100 passengers.

BUDGETARY IMPACT:

Funding for design and construction of the ferry dock will be authorized under a separate agreement. Long-term maintenance will be accomplished using Fund 175 (Transportation Trust Fund).

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Agreement.

PERSONNEL:

No new personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

County staff will coordinate with National Park Service staff during procurement of design and construction contracts.

Attachments

General Agreement

GENERAL AGREEMENT
Between the
NATIONAL PARK SERVICE
GULF ISLAND NATIONAL SEASHORE
And
ESCAMBIA COUNTY, FLORIDA

This general agreement is entered into between the Gulf Islands National Seashore, National Park Service, and Escambia County, Florida.

The purpose of this agreement is to establish a management relationship between Escambia County (hereinafter referred to as the County) and the National Park Service, Gulf Islands National Seashore (hereinafter referred to as the NPS), regarding the use of facilities to provide a gateway to the National Seashore.

Article I. Background and Objectives

The Fort Pickens Area of Gulf Islands National Seashore is a fragile seven-mile long section of barrier island separating Pensacola Bay from the Gulf of Mexico. It comprises the westernmost section of Santa Rosa Island and is adjacent to the community of Pensacola Beach. The Fort Pickens Area is a destination for some 700,000 visitors annually and is one of the largest tourist draws for the heavily tourist-dependent economy of the Pensacola and Pensacola Beach area. In addition to Fort Pickens historic resources, the fort grounds provide visitors with recreational opportunities for swimming, fishing, shelling, hiking, bicycling, camping, and educational opportunities focused on its diverse marine and land ecosystems.

Passenger ferry access to Fort Pickens has been proposed since 1978 and continues to be part of the General Management Plan for Gulf Islands National Seashore. Currently, visitors using an automobile to travel to Santa Rosa Island and Pensacola Beach from Pensacola must travel approximately 8 miles over two highly-traveled bridges and through the community of Gulf Breeze, and a total of 17 miles to Fort Pickens; as such, congestion is a common occurrence.

Benefits from the ferry service include access to Fort Pickens Area during times when automobile travel into the national seashore is not possible due to long-term and short term closures from storm events. In addition to access, the ferry service will provide visitors with a water experience and an opportunity to view the national seashore from the water. A shuttle service at Fort Pickens will provide visitors with an overall enhanced visitor experience and mobility options to various points of interests and recreational destinations within Fort Pickens area.

The ferry vessels route will follow a loop from downtown Pensacola to Fort Pickens to Pensacola Beach (Quietwater Pier) and back to downtown Pensacola with departures in opposite directions. The loop service scenario provides riders with a balance between serving multiple locations at reasonable time intervals and minimizing travel time by offering direct service between any two destinations within the system.

The purpose of the NPS concessioner operated ferry service is to serve as the exclusive water-based provider of transport for visitors to the Fort Pickens Area of the National Seashore from the Pensacola Beach, (Quietwater Pier) and the City of Pensacola.

The County has successfully secured Federal Land Access Program (FLAP) grant funding in 2015, co-sponsored with the NPS, to masterplan facilities and construct (Phase I) facilities necessary to provide passenger services and loading/unloading for NPS concessioner operated ferry vessels during ferry service operations.

Article II. Authorities

This agreement will govern the relationship and collaboration between the County and the NPS for the next ten years to support of the establishment and operation of passenger ferry service in Pensacola Bay.

- A. The NPS enters into this Agreement pursuant to the following legal authorities: 54 U.S.C. § 100301, which provides the NPS the authority to engage in cooperative relationships for the enhancement of the National Park System; and 54 U.S.C. §102102 1a-2(k), which authorizes the NPS to enter into an agreement with a State or local government entity to provide for cooperative management of Federal and State or local park areas where a unit of the National Park System is located adjacent to or near a State or local park area, and cooperative management between the NPS and a State and local government agency or a portion of either park will allow for more effective and efficient management of the parks.

Article III. Responsibilities and Understandings of the Parties

A. The National Park Service and Escambia County jointly agree to:

1. Cooperate on the development of the facilities funded through the Federal Land Access Program grant(s) to plan, design, construct, and use of new facilities for the long term loading/unloading, passenger queuing, and ticket sales for the ferry service.
2. Establish facilities for ferry service operations at the Quietwater Pier located in Pensacola Beach, Florida.
3. Develop and coordinate ferry service information, marketing and support broad media communication strategies to develop and sustain passenger ferry ridership over the life-cycle of this agreement. Coordination may extend to Visit Pensacola/ Pensacola Beach and other tourism non-profit agencies.

B. The NPS agrees to:

1. Provide a long-term professional passenger ferry service, operating under NPS authorization (in conformity with the NPS Concessions Management Improvement Act of 1998, other applicable Federal laws and NPS Policy), that provides ferry service to Fort Pickens Area of Gulf Islands National Seashore with authorized operations at the Quietwater Pier at Pensacola Beach.
2. The NPS concessioner operated ferry service will provide passenger landing and departure related ferry activities at the Quietwater Pier and other facilities as agreed upon by the County and the NPS.
3. Provide direct oversight and management of all aspects of the concession ferry operation to ensure that the concession operation abides by the terms of the NPS agreement with the County, and the concession contract with the NPS.
4. Provide and maintain the ferry pier and support facilities at Fort Pickens Area.
5. Waive the park entrance fee for passenger ferry users through the system establishment period to build and support ridership and keep downward pressure on ferry ticket prices.
6. Provide the NPS concession operated shuttle service at Fort Pickens Area at no-charge to support ferry service.
7. Provide orientation and interpretation of Gulf Islands National Seashore at the adjacent areas near the Quietwater Pier.
8. Provide for safety and public health inspections related to the ferry operation.
9. Provide technical input and support to assist the County with the design, construction and the assigned use of the passenger landing/departure facilities at the Quietwater Pier and adjacent existing development including all signs relating to the NPS ferry service.
10. Coordinate closely with the County concerning preparation of facilities in emergency situations, such as a hurricane.
11. Ensure the NPS ferry operations at the County facilities are conducted according to County standard operating procedures in relationship to such things as pier and boardwalk security and safety.
12. Provide interpretive services on ferries for on-board information and education during ferry operations to support a high-quality visitor experience.
13. Facilitate supplemental agreements with the County and NPS concessioner for access and use of the facilities assigned for the ferry service.
14. Manage and coordinate ferry schedules with the County to effectively manage ferry

operations and navigation in and out of the Quietwater Pier.

C. Escambia County agrees to:

1. Provide the planning, design, construction and access to the facilities at Quietwater pier as outlined and funded in Phase 1 and future phases of the Federal Lands Access grant (FLAP) cosponsored with the NPS and the County. All aspects of the related facilities including the ferry dock and pier access, the Portofino boardwalk and ramps, public restrooms, adjacent parking area drop-off and parking will meet ADA standards.
2. Provide signs, monitoring and controls to ensure exclusive access to the T-dock extension for the NPS concessioner operated ferry vessels during ferry service operations.
3. Provide access to existing and related (Phase 1) facilities for use and support of the NPS ferry operation to provide passenger loading/unloading, passenger queuing, and ticketing and information services during ferry service operations.

Use of existing facilities and services include:

- a. Public access to Quietwater pier, T-dock, and Portofino boardwalk.
- b. Public Access to existing public restrooms located nearest to the Quietwater pier on the Portofino boardwalk.
- c. Public access to the designated ADA parking spaces at the existing parking lots for the Portofino Boardwalk and the large surface lots across Via de Luna for public parking.
- d. Public access to the Escambia County bus system and the Santa Rosa Island Authority trolley service, and any future public transit developed for ferry service drop-off at Quietwater pier.

Phase 1 Ferry system facilities include:

- a. Ferry arrival dock (new extension to existing T-dock)
 - b. Orientation to National Seashore, wayfinding and information signs consistent with NPS branding and ferry departure/landing gateway sites
 - c. Shaded interim ticketing kiosk and counter
 - d. Upgraded, ADA accessible boardwalk ramp to the Quietwater pier.
 - e. Electrical utility extension and site lighting at the (new) ferry arrival dock.
 - f. Vehicle loading /unloading zone next to the Portofino boardwalk entrance across from the Quietwater pier.
4. Work collaboratively with the City of Pensacola, Visit Pensacola, other tourism non-profit agencies, and the NPS to develop and implement a comprehensive way-finding system at the departure site as well as along access routes to the area. Some of the wayfinding signs may fall within the Pensacola Beach commercial center. The County will coordinate with the NPS in obtaining the proper permits and approvals.

5. Assume responsibility for the long-term maintenance and regular cleaning of the existing facilities (public restroom, boardwalk, ramp, way finding signs, and public pier), Phase 1 and future phase facilities developed at the Quietwater pier landing site.
6. Assume the utility costs for the Phase 1 and future phase facilities during the ferry service establishment period to build and support ridership and keep downward pressure on ferry ticket prices.
7. Removal/cleanup of any storm related debris at the Quietwater Pier and Portofino Boardwalk area and parking, and to work with the NPS to re-establish ferry operations as soon as feasible after a major storm event.
8. Ensure the facilities at the Quietwater Pier ferry departure site are covered under the County's general property insurance policy to enable replacement/repair of the facilities should said facilities be damaged by natural disaster, vandalism, fire, etc.
9. Coordinate the activities with Portofino boardwalk commercial area tenant with the NPS to reduce conflicts and support ferry schedule and general ferry operations.
10. Provide emergency services to protect and support the ferry service facilities, passengers and personnel through local emergency response system.
11. Develop a "no-fee" facility assignment agreement with NPS concession operator.

Article IV. Term of Agreement

Unless earlier terminated through the terms of this Agreement, or by agreement of the parties in writing, this Agreement will be in effect for a period of ten (10) years beginning on the date the last signature is affixed to this Agreement.

Article V. Modification

This Agreement may be modified, extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the County.

Article VI. Key Officials

- A. The personnel specified below are considered essential to the successful coordination and communication between the [partner or partners] and the [park or NPS program] for the work to be performed pursuant to this Agreement. Upon written notice to all the other parties, that party may designate an alternate to act in place of the designated Key Official, or designate a new Key Official.

For Gulf Islands National Seashore:

Superintendent, Gulf Islands National Seashore
1801 Gulf Breeze Parkway
Gulf Breeze, FL 32563
FL office: 850-934-2613
Email: GUIS_Superintendent@nps.gov

Escambia County:

County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 3502
Phone: (850) 595-4947
Cell: (850) 490-5905
Email: jrbrown@myescambia.com

- B. **Changes in Key Officials:** Either party may make a change in its key officials after providing written notice to the other party within sixty (60) days of the proposed change. The notice will include an explanation with sufficient detail to permit evaluation of the impact of such change on the activities and requirements specified in this Agreement. Such changes would not require formal modification of this Agreement but will be memorialized in an informal addendum signed by both parties and maintained in the administrative record.

Article VII. Standard Clauses

- A. **Non-Discrimination:** All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. **NPS Appropriations:** Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. **Prior Approval:** The County shall obtain prior written approval from the NPS before:
1. Entering into third-party agreements of a material nature regarding this agreement;
 2. Assigning or transferring this Agreement or any part thereof;
 3. Constructing any structure or making any improvements to the assigned ferry operation facilities.

4. Releasing any public information that refers to the Department of the Interior, the NPS, Gulf Islands National Seashore, or any NPS employee, this Agreement or the projects contemplated hereunder.
- D. **Compliance with Applicable Laws:** This Agreement and performance hereunder is subject to all law, regulations and management policies including those governing the NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.
- E. **Disclaimers of Government Endorsement:** The County will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting expressly or implicitly, that the Government, the Department, NPS, or Government employees endorse the County's business, goods, or services. All materials referring to the Government must be approved by the NPS Key Official prior to publication. Nothing herein is intended to prevent the NPS or the Department of the Interior from recognizing the partnership or contributions made by the Partners to NPS, and from authorizing an inclusion of such recognition in materials generated by the County related to this Agreement.
- F. **Modifications:** This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the County.
- G. **Waiver:** No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- H. **No Agency:** The County is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the County represent themselves as such to third parties. The NPS is not an agent or representative of the County, nor will the NPS represent itself as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between the County and the NPS.
- I. **Non-Exclusive Agreement:** This Agreement in no way restricts either the NPS or the County from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- J. **Partial Invalidity:** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such

provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Article VIII. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

FOR ESCAMBIA COUNTY:

Mr. Steven Barry, Chairman
Board of County Commissioners, Escambia County, Florida

Date

ATTEST:

Pam Childers
Clerk of the Circuit Court

By: _____

Deputy Clerk

Date

FOR Gulf Island National Seashore, National Park Service:

Mr. Daniel R. Brown
Superintendent, Gulf Island National Seashore

Date

Approved as to form and legal
sufficiency

By/Title: _____

Date: 10/18/15



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9235

County Administrator's Report 13. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/22/2015

Issue: Southern Light, LLC, Telecommunications License Agreement and Scope of Work for Pensacola Beach Toll Plaza

From: Shawn Fletcher, IT Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Southern Light, LLC, Telecommunications License Agreement and Scope Of Work for the Pensacola Beach Toll Plaza - Shawn Fletcher, Information Technology Department Director

That the Board take the following action concerning the Southern Light, LLC, Telecommunications License Agreement and Scope of Work for the Pensacola Beach Toll Plaza:

A. Approve the Telecommunications License Agreement and Scope of Work with Southern Light, LLC, for the Pensacola Beach Toll Plaza. This will give high speed fiber data connection between the Pensacola Beach Toll Plaza and the Public Safety Building with a monthly fee of \$762; and

B. Authorize the County Administrator to sign the Telecommunications License Agreement and Scope of Work.

[Funding Source: Funds are available in the current Budget, Bob Sikes Toll Fund (167), Cost Center 140301]

BACKGROUND:

The Southern Light LLC Telecommunication License Agreement and Scope Of Work for the Pensacola Beach Toll Plaza is needed to proceed with getting a high speed fiber data connection between the Pensacola Beach Toll Plaza and the Public Safety Building. The connection is needed for the improvements to the toll system that are being performed by Transcore as well as ongoing support and maintenance.

BUDGETARY IMPACT:

The funds are currently available in the budget in the Bob Sikes Toll Fund (167), Cost Center 140301 for the monthly maintenance fee of \$762.00 for the connection.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal worked with Southern Light Counselor to agree on the verbiage of the Telecommunication License Agreement and Scope Of Work.

PERSONNEL:

The implementation of this agreement and scope of work will be accomplished with existing staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval required by Ordinance 2001-60.

IMPLEMENTATION/COORDINATION:

The Information Technology Department and Southern Light will be responsible with for the implementation.

Attachments

Pensacola Beach Toll Plaza

[illegible]

SOUTHERN LIGHT LLC TELECOMMUNICATIONS LICENSE AGREEMENT & SCOPE OF WORK

PENSACOLA BEACH TOLL PLAZA
415 PENSACOLA BEACH BLVD
PENSACOLA BEACH, FL.

THIS TELECOMMUNICATIONS LICENSE AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2015, between Southern Light, LLC (the "Operator") and _____ (the "Owner").

RECITALS

WHEREAS, Owner is the owner of a certain parcel of land together with the commercial building situated thereon, all of which is located at _____ (the "Property"); and WHEREAS, Operator has requested and Owner has agreed to allow Operator to install, operate and maintain certain fixtures and other equipment at the Property in order to furnish telecommunications services to certain tenants at the Property. NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- The System.** Owner grants to Operator the right to install, operate and maintain certain equipment at the Property in order to furnish telecommunications services (the "System") to Owner or Owner's tenants. Operator shall place the System, fixtures and components thereof in a space approved by Owner. The System, fixtures and all components thereof shall be and remain the personal property of Operator. Upon the termination of this Agreement, Operator shall have the right to remove the System at no cost to Owner.
- Installation of the System.** Operator shall endeavor to install the System in a good and workmanlike manner in accordance with plans therefor, to be approved by Owner, which approval shall not be unreasonably withheld, conditioned or delayed. The planned Scope of Work ("SOW") for installation, and any applicable engineering drawings or specifications necessary to effectuate the license are attached hereto, and incorporated herein by reference. Owner agrees that the SOW, plans, drawings and specifications, if any, are satisfactory to Owner.
- Term.** The term of this Agreement shall run in conjunction with the service interval(s) as agreed to by the owner's tenant(s).
- Operator's Access to the Property.** Owner shall provide Operator with all necessary access to the Property to enable Operator to install, operate and maintain the System, including 24-hour emergency access.
- Independent Contractor.** Owner and Operator acknowledge and agree that the relationship between them is solely that of independent contractors, and neither is the agent or employee of the other.
- Indemnification.** Operator agrees to defend, indemnify, and hold harmless Owner with regard to any claims, losses, damages, liabilities and lawsuits which arise solely out of Operator's own negligent, reckless, or willful acts or omissions. To the extent permitted by law and subject to the limitations set forth in §768.28, Florida Statutes, each party ("indemnitor") must identify, and hold harmless the other party ("indemnitee") from all losses or damages arising from or related to personal injury or property damage caused by the negligence or willful misconduct of the indemnitor. Nothing herein is intended to serve as a waiver of sovereign immunity by the County and nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of this agreement.
- Default.** In the event either party breaches any of its material obligations hereunder, the other party shall provide written notice to the breaching party detailing such default. The breaching party shall then have 30 days to cure the default or such longer period of time as may be reasonably necessary if the default is not reasonably susceptible of cure within 30 days. In the event the breaching party fails to cure such default within the cure period, the other party shall have the right to terminate this Agreement by sending written notification of termination. Such cancellation shall be effective on the thirtieth (30th) day following receipt by the breaching party of the notice of cancellation.
- Removal of System by Owner.** Owner shall not remove any portion of the System unless Operator fails to remove the System within 30 days following the date of termination of this Agreement. Except as otherwise provided herein, Owner's sole remedy for breach of this Agreement by Operator shall be to terminate this Agreement.
- Compliance With Laws.** The parties shall comply with all applicable laws, codes, rulings and regulations with respect to the System and this Agreement.
- Force Majeure.** Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable for its failure to perform its obligations by reason of an Act of God, labor dispute, signal interference, fire, flood, storm, legal enactment or regulation, or any other cause beyond the reasonable control of such party.
- Binding Nature; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees. This Agreement shall also be deemed to run with the land. Operator shall have the right to assign or transfer this Agreement at any time to a company which at the time of the assignment is in the business of providing competitive local telecommunication services to properties similar to the Property with 30 days written approval by Owner, which shall not be unreasonably withheld.
- Representations.** Each party represents and warrants to the other that (a) such entity is qualified to do business in the jurisdiction in which the Property is located, (b) all necessary partnership or corporate approvals, if any, have been obtained to authorize the execution, delivery and performance of this Agreement, (c) the execution, delivery and performance of this Agreement will not result in a breach or default under any other agreement to which such party is a party or contravene any organizational documents, laws, orders, statutes or regulations applicable to such party; and (d) this Agreement, upon execution thereof, is the valid and legally binding obligation of such party.

13. **Entire Understanding.** This Agreement contains the entire understanding of the parties and may not be modified except by a writing signed by both parties. Any exhibits or schedules to this Agreement are incorporated fully herein and any reference to "this Agreement" shall be considered to include all such schedules and exhibits.

14. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, it will be severed from the Agreement and the enforceability of the remaining provisions of this Agreement shall be unaffected. This Agreement may be executed in counterparts, which when taken together shall constitute one document.

15. **Further Assurances.** Each of the parties hereto agrees to execute such further documentation as shall be reasonably required by the other party in order to effectuate the intention of this Agreement.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

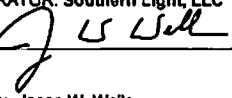
17. **Public Records.** The parties hereto acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event either party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any other right or remedy and after giving the other seven days written notice, during which period the other still fails to allow access to such documents, terminate the contract.

SCOPE OF WORK

Set SL HH at MMP in ROW of Pensacola Beach Blvd next to AT&T ped and bore 120' to building on the far west of toll plaza, possibly setting a PED next to existing elec. HHs. Access existing 4" conduit and pull 30' to 2nd floor loft area. SL requests two full days of on-site construction. SL will notify property at least 24 hours prior to construction. Ground conditions will be restored to existing or better conditions. SL estimates 2 days to complete construction.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date listed below.
Escambia County Board of County

OPERATOR: Southern Light, LLC

By: 

Name: Jason W. Wells

Title: Director of Inside Plant

Date: October 12, 2015

OWNER: Commissioners

By: _____

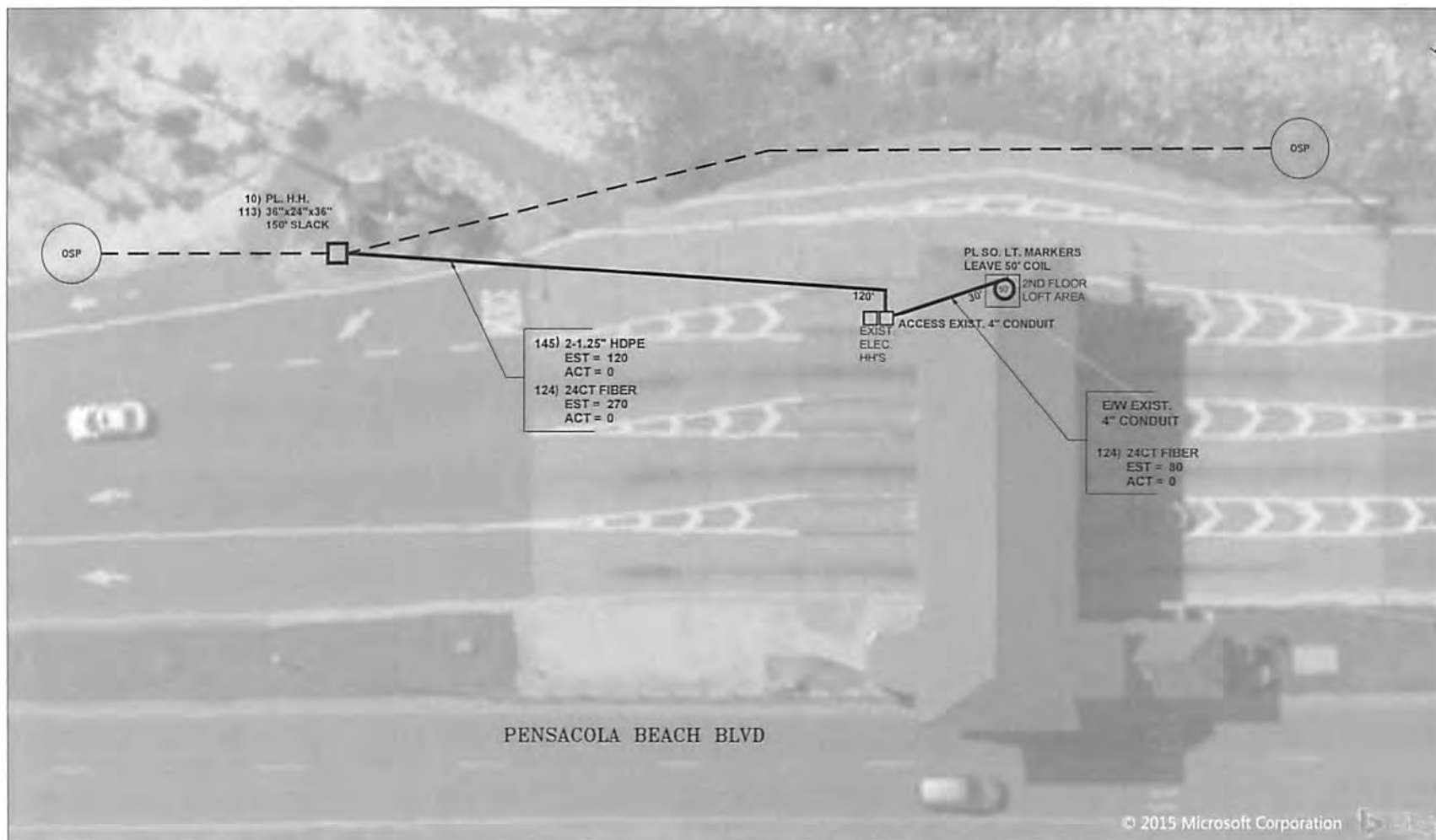
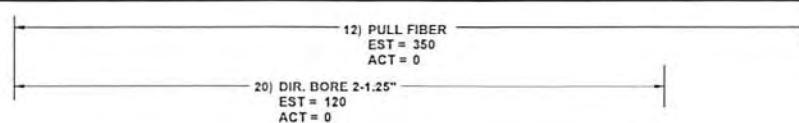
Name: Jack R. Brown

Title: County Administrator

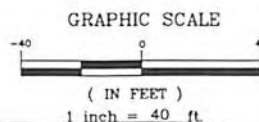
Date: October 22, 2015

Kelly McGriff

General Counsel 251-445-3321 (desk)
Southern Light kmcgriff@sifiber.com
107 St. Francis St.
Sto. 1800
Mobile, AL 36603



NOTE: ALL CONSTRUCTION BEYOND THE ROW IS TO BE COORDINATED THROUGH ISP ENGINEERS
NOTE: LOCATE ALL UTILITIES BEFORE DIGGING



ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE.
CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING
PRIOR TO ANY WORK PERFORMED.
CONTACT SOUTHERN LIGHT: 251-463-1170

INFORMATION IN THIS DOCUMENT
IS PROPRIETARY AND SHALL NOT
BE USED, COPIED, REPRODUCED
OR DISCLOSED IN WHOLE OR IN
PART WITHOUT WRITTEN CONSENT
OF Southern Light.

Southern Light

PENSACOLA BEACH TOLL PLAZA
415 PENSACOLA BEACH BLVD
PENSACOLA BEACH, FL

DATE	REVISIONS

SCALE: 1"=20'	PROJ. NO.: N/A	DATE: 9/25/15
POKER REF.: PBTP-CV	ENG: J. PETERS	DRAWN BY: D. SHEFFIELD
ROUTE SCHEM: N/A	SPLICE DWG: N/A	DWG. NO: PBTP-01



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9164

County Administrator's Report 13. 1.

BCC Regular Meeting

Discussion

Meeting Date: 10/22/2015

Issue: Consideration to Advance the Funding for the Hispanic Heritage Festival

From: Amy Lovoy, Assistant County Administrator

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Advance Funding for the Latino Festival Occurring on October 31, 2015 - Amy Lovoy, Assistant County Administrator

That the Board consider the request to advance fund the \$10,000 allocated from the 4th Cent Tourist Development for an Hispanic Heritage Festival. These funds would be paid to the applicant in advance rather than as reimbursement for costs already incurred and paid.

BACKGROUND:

On September 24, 2015 the Board allocated \$10,000 from the 4th Cent Tourist Development Tax to Latino Media Gulf Coast Inc for an Hispanic Heritage Festival. This festival is scheduled on October 31, 2015; however this firm does not have available funds to first pay the costs of the festival then wait to be reimbursed. They are therefore asking the County to advance them the \$10,000. An accurate accounting of the funds including invoices, receipts and cancelled checks will be required following the completion of the event.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9238

County Administrator's Report 13. 2.

BCC Regular Meeting

Discussion

Meeting Date: 10/22/2015

Issue: Establishing an Official Name for the New Public Boat Ramp on Perdido River at the 11800 Block of Highway 90

From: Keith Wilkins, Department Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Establishing an Official Name for the New Public Boat Ramp on Perdido River at the 11800 Block of Highway 90 - Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board establish an official name for the new public boat ramp on Perdido River at the 11800 block of Highway 90.

BACKGROUND:

Escambia County purchased the property for construction of a public boat ramp. The County proposed construction of the facility to be funded by Natural Resources Damage Assessment (NRDA) program administered by the Florida Department of Environmental Protection (FDEP). FDEP is requesting an official name of the facility because construction is nearing completion and FDEP is contracting to develop the signage.

Board policy (Section 1, D9) states that proposed names for County-owned facilities, buildings, structures, geographical areas or other property must be submitted by the interested party to the Board of County Commissioners for approval and official designation. While FDEP has requested an official name for the boat ramp, they have not requested any specific name.

BUDGETARY IMPACT:

There is no budgetary impact to the County relating to this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal consideration required with this recommendation.

PERSONNEL:

There is no impact to personnel relating to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section I, D9 (Naming County Facilities Policy).

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management, Marine Resources Division, staff will coordinate with FDEP.

Attachments

FDEP Email-OfficialNamePerdidoRiverPublicBoatRamp

Felicia A. Knight

From: Barrett, Pearce [Pearce.Barrett@dep.state.fl.us]
Sent: Monday, October 05, 2015 3:39 PM
To: KEITH T. WILKINS
Cc: Robert K Turpin; Chips Kirschenfeld; Felicia A. Knight
Subject: Perdido River Boat Ramp

Keith,

Any more thoughts on the naming of the park? The contractor is moving along and is getting his quote for the sign so it would be great to find out if the park is to be named differently from Perdido River Boat Ramp. Please check with the commissioners and see what the BOCC thinks about re-naming the park. Thanks



Pearce L. Barrett, III
Pearce L. Barrett III, P.E., FCCM
NRDA Project Coordinator/DWH Unit
Division of Water Restoration Assistance
Department of Environmental Protection
3900 Commonwealth Blvd., MS 240
Tallahassee, Florida 32399
850-245-2106 direct
Pearce.Barrett@dep.state.fl.us





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9165

County Attorney's Report 13. 1.

BCC Regular Meeting

Discussion

Meeting Date: 10/22/2015

Issue: Legal Representation of Former Commissioner Gene M. Valentino

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Legal Representation of Former Commissioner Gene M. Valentino.

That the Board discuss whether the County will pay former Commissioner Gene M. Valentino's attorney's fees and costs pursuant to a request provided to the County Attorney's Office by Attorney Wesley "Wes" H. Reeder, counsel to former Commissioner Gene M. Valentino.

BACKGROUND:

The Board at its October 8, 2015, meeting referred this issue to go to the next available Board meeting.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

To be discussed during the October 22, 2015 Agenda Review or regular Board meeting.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Legal Representation for Commissioners and County Employees Policy

Backup for Reimbursement of Legal Fees and Costs

Board of County Commissioners

Escambia County, Florida

Title: Legal Representation for Commissioners and County Employees, Section II, Part C.35
Date Adopted: May 15, 2014
Effective Date: May 15, 2014
Reference:
Policy Amended: New Policy

A. Purpose:

Commissioners, County employees, Board appointees and County agents should be entitled to some assurance that in the performance of a public service they will not be encumbered by the expense of defending a civil, criminal, ethics, administrative or professional licensing action predicated upon their official acts and reports and should not fear such expenses that may result from reprisals. Further, the Board of County Commissioners finds that it is necessary to encourage the continued participation in County government by alleviating the potential liability of persons having to expend their own funds for the payment of reasonable attorney's fees and costs when such persons are named in a criminal, civil, ethics, administrative or professional licensing action. In following this policy, the Board may only incur or reimburse reasonable attorney's fees and costs as allowed by Florida law.

B. Definitions:

"Costs" shall mean actual and verifiable costs incurred in the provision of a defense for the subject commissioner, employee, appointee or agent of the County. Any travel expenses shall be as provided in section 112.061, Florida Statutes.

"Reasonable attorney's fees" shall mean fees earned by an attorney and/or attorneys licensed to practice law in the State of Florida, based on the customary rate, whether a flat fee or per hour, charged in Escambia County, Florida, for similar work performed by attorneys within the County, but in no event to exceed \$250 per hour unless a higher amount is approved by the Board due to extraordinary circumstances.

"Successfully defend" or "prevail" shall apply to individual counts, charges and/or allegations, and shall mean dismissal, a finding of not guilty or a verdict of no liability in favor of the person covered herein as set forth below. In a civil case, a judgment of nominal damages or a judgment of 25% or less than a proposal for settlement served by the Commissioner or employee pursuant to Florida Statutes and the Florida Rules of Civil Procedure, which is entered against the Commissioner or employee may be considered as a successful defense or as prevailing as circumstances warrant. A failure to successfully defend or prevail against one or more counts, charges or allegations shall not necessarily affect the application of the policy to other counts, charges and/or allegations which were successfully defended or against which the

officer or employee prevailed.

C. Policy.

It is the Board's policy that for cases involving current and former County employees, Board appointees and County agents personally named in any civil, criminal, ethics, administrative or professional licensing action for any act within the scope of their duties and responsibilities, the County will prospectively provide legal representation or pay reasonable attorney's fees and costs if the procedures in this policy are followed and if allowed by Florida Law.

Cases involving current or former County Commissioners personally named in any civil, criminal, ethics, administrative or professional licensing case that arises out of and in connection with their scope of County function shall be addressed by the Board of County Commissioners on a case-by-case basis. Florida law shall be followed with regards to any payment or reimbursement of legal fees or prospective retention of legal representation. Any current or former County Commissioner personally named in a civil, criminal, ethics, administrative or professional licensing action and who desires the County pay for on an ongoing basis or reimburse legal fees shall follow the procedures set forth in this policy. For cases involving current or former County Commissioners, out of the Sunshine litigation strategy meetings set forth in section 286.011(8), Florida Statutes are discouraged but may be allowed by majority vote of the Board should circumstances warrant.

D. Procedures:

Any person who believes that he or she is allowed or entitled to payment or reimbursement of reasonable attorney's fees and costs or retention of legal representation shall, as a condition precedent to such payment, retention or reimbursement, notify the County through its County Attorney in writing within 10 days of their knowledge of a relevant action or within 10 days of retaining a private attorney, whichever is applicable. The request shall at a minimum set forth:

1. The name and current address of the person making the request;
2. A description of the entity conducting the investigation or proceeding;
3. The case number or file number of the investigation or proceeding, if known;
4. A description of each count, charge and/or allegation made or being investigated;
5. The dates(s) that the alleged wrongful incidents are alleged to have occurred;
6. The person's office or position of employment with the County on the dates described in (5.) above;
7. The reasons why it is believed that the attorney's fees and costs should be paid by the County;
8. The name(s), address, and telephone number of the attorney(s) representing such person against the counts, charges, and/or allegations described in (4.) above, if applicable;
9. A description of the fee arrangement or agreement between the person and his or her attorney(s); the amount of attorney's fees and costs paid to the date of the written request for attorney's fees and costs for defense against the

counts, charges and/or allegations described in (4.) above; and the total balance due, if any, of all attorney's fees and costs that have been incurred in defense against the counts, charges, and/or allegations described in (4.) above; and

10. Such other information as the Board of County Commissioners and/or the County Attorney's Office may reasonably require.

E. Board Action.

The County Attorney shall review all requests provided pursuant to section D of this policy and within a reasonable time shall prepare and present an agenda item for consideration by the Board. In any case where the County Attorney believes the matter can be ethically, legally and expeditiously handled in-house, the recommendation shall so state. In all other instances, the County Attorney shall make a recommendation on the applicability of this policy to the request for retention of legal representation or payment or reimbursement of reasonable attorney's fees and costs.

For a civil action, the recommendation shall support payment, reimbursement or retention of legal counsel unless there has been a finding or it appears clear from the relevant materials that the person is personally liable, acted outside the scope of employment, or in bad faith, with malicious purpose or wanton disregard of human rights, safety or property pursuant to section 111.07, Florida Statutes.

For other actions the recommendation shall support payment, reimbursement or retention of legal counsel so long as it appears the alleged misconduct arose out of or in connection with the performance of their official duties and while serving a public purpose pursuant to Florida case law.

For a recommendation regarding a criminal charge for violation of Florida's Sunshine law, the recommendation shall reflect that Florida law specifically authorizes reimbursement of reasonable attorney's fees and costs upon acquittal pursuant to section 286.011(7), Florida Statutes.

The Board may:

1. Request additional relevant information from the applicant or County Attorney; or
2. Continue the request to a date and time certain; or
3. Take action upon the written request and determine if the attorney's fees and costs shall be reimbursed or paid, and if so, in what amount; or
4. Allow the County Attorney to represent the applicant or other counsel to be retained; or
5. Deny the request and make appropriate findings.

F. Agreement.

In any event where the County has prospectively provided legal representation or is paying reasonable attorney's fees and costs prior to disposition of an action or claim,

the Board may require the individual to execute an agreement with the County which shall require reimbursement to the County in the following circumstances:

1. In a civil action where the individual did not prevail and was found personally liable, to have acted outside the scope of employment, or in bad faith, with malicious purpose or wanton disregard of human rights, safety or property; or
2. In any other action where upon disposition of the case the Board of County Commissioners determined the alleged misconduct did not arise out of or in connection with their official duties or the individual was not serving a public purpose; or
3. In any case where prevailing Florida law would not allow the County to cover the expenses of the legal representation.

Regardless of whether an agreement is entered or not, the Board may authorize legal action to recoup expenses in cases where reimbursement is due to the County based on application of either this policy or Florida law.

G. Investigations and Grand Jury Investigations.

Florida law may not allow payment or reimbursement of reasonable attorney's fees and costs or retention of outside counsel in cases involving solely an investigation or a grand jury investigation. In the event a person subject to this policy believes they are entitled to relief, he or she may bring the request to the County Attorney, as set forth in this policy, and the County Attorney will review it and take a recommendation to the Board of County Commissioners in a timely fashion.

EMMANUEL, SHEPPARD & CONDON
ATTORNEYS AT LAW SINCE 1913

COUNTY ATTORNEYS OFFICE

22 SEP 2015

AM 10:30

JOHN H. ADAMS
ALAN B. BOOKMAN *
GERALD L. BROWN
SARAH K. CARPENTER
ERICK M. DRUCKA ***
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

POST OFFICE DRAWER 1271
PENSACOLA, FLORIDA 32591-1271

30 SOUTH SPRING STREET
PENSACOLA, FLORIDA 32502-5612
ESCLAW.COM PENSACOLALAWYER.COM
(850) 433-6581
TOLL FREE 1-800-433-6581
FAX (850) 434-5856

JOHN W. MONROE, JR. *
JOSEPH A. PASSERETTI **
WANDA W. RADCLIFFE
H. WESLEY REEDER **
T. SHANE ROWE
WARREN R. TODD
ADAM J. WHITE
CECILY M. WELSH
CHARLES P. YOUNG **

P. MICHAEL PATTERSON, OF COUNSEL
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

September 21, 2015

Alison Rogers, Esquire
Escambia County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

Re: Gene Valentino - County Contractor Competency Board
policy regarding stay of proceedings
Our File No: 07010-132166

Dear Alison:

In line with our recent discussion, I write regarding former Commissioner Gene Valentino's request for reimbursement of legal fees incurred in relation to his Contractor Competency Board ("CCB") complaint against Grantwood Contracting Co., Inc. ("Grantwood"). You are aware, of course, that my earlier request for fee reimbursement related to Grantwood's ethics complaint against Mr. Valentino included a request for reimbursement of CCB-related fees and expenses. A copy of my letter to you dated April 28, 2015, is enclosed herein for your convenience. The reimbursement of fees related to the ethics complaint was approved by the Board of County Commissioners once Mr. Valentino was exonerated of those claims by the Commission on Ethics, and those fees have been paid to me by the County.

While my earlier letter to you outlined the reasons and rationale supporting the demand for reimbursement of CCB-related fees, you informed me that you would need more information before you would submit the request to the CCB. In that regard, while my earlier letter made reference to my detailed billing information, that information was not supplied due to the ongoing litigation. Since the civil litigation and the CCB matter have now concluded, I am enclosing for your review my complete billing records for the CCB

matter. As you will see, I have highlighted those entries which I believe are related to the CCB matter and do not make claims for entries related to the civil matter.

Please review my earlier letter to you regarding the reasons we believe reimbursement of CCB-related fees is justified. I must reiterate that, but for Mr. Valentino being a sitting County Commissioner during the processing of the CCB matter, he most certainly would have had his complaint processed much more efficiently. (I estimated in my earlier letter that the CCB matter fees normally should have been \$5,000.00 to \$8,000.00). Ultimately, the CCB denied Mr. Valentino's complaint, but I believe that denial was caused by the long delays of process, which resulted in CCB staff being unable to effectively present the case to the Board. To say that Mr. Valentino is disappointed with the CCB process is an understatement. As I have discussed with you, I believe the CCB process for handling complaints needs a serious review by your office and the BCC.

All things considered, no County Commissioner should have to endure what Mr. Valentino did in relation to his CCB complaint. The process failed him, and his complaint before the CCB was unquestionably negatively affected by the fact he was a sitting County Commissioner.

Based on the information provided herein, on behalf of Mr. Valentino, I hereby reiterate the demand for reimbursement of Mr. Valentino's legal fees incurred in relation to the CCB matter in the amount set forth in my letter to you of April 28, 2015. Please present this demand to the BCC for review and consideration.

Very truly yours,



H. Wesley Reeder
For the Firm

HWR/sew

Enclosures

EMMANUEL, SHEPPARD & CONDON
ATTORNEYS AT LAW SINCE 1913

POST OFFICE DRAWER 1271
PENSACOLA, FLORIDA 32591-1271

JOHN H. ADAMS
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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

April 28, 2015

Alison Rogers, Esquire
The Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

Re: Valentino, Gene – County's Contractor Competency Board (CCB) Policy
regarding Stay of Proceedings
Our File No: 07010-132166

Dear Alison:

In accordance with the policy adopted and effective on May 15, 2014, Legal Representation for Commissioners and County Employees, Section II, Part C.35 (the "Policy"), my client, former Escambia County Commissioner Gene Valentino, whose current address is 15026 Innerarity Point Road, Pensacola, Florida 32507, seeks reimbursement of legal fees and costs associated with his defense of a Complaint filed with the State of Florida Commission on Ethics (Complaint No. 14-099) by Grant J. Wood (hereinafter "Wood"). Additionally, for reasons set forth in more detail below, Mr. Valentino seeks reimbursement of a portion of the legal fees incurred in relation to his Contractor Competency Board ("CCB") claim against Grantwood Contracting Co., Inc. ("Grantwood").

Upon receipt of the Ethics Complaint, I immediately notified you of the matter by phone and provided you a copy of the Complaint via e-mail on June 4, 2014. The Complaint and subsequent Report of Investigation centered on then- Commissioner Valentino's participation in and vote during a meeting of the Board of County Commissioners (BCC) on February 6, 2014, and a subsequent vote at a meeting of the BCC on April 29, 2014.

The Complaint alleged that Mr. Valentino, in his capacity as a County Commissioner, (1) violated Fla. Stat. §112.3143(3)(a) by *voting* in an official capacity on certain agenda items and that he (2) violated Fla. Stat. §112.3143(4) by *participating* in matters which would "inure to the officer's special private gain or loss." The Investigation found that the allegations provided in the Complaint warranted a preliminary investigation to determine the purported violation of Fla. Stat. §112.3143(3)(a) only.

Mr. Valentino eventually was required to appear at a show cause hearing before the Commission on Ethics, and the hearing resulted in a complete dismissal of the charges against Mr. Valentino and his full exoneration. A copy of the Public Report is provided herein for your review. In addition to the Public Report, I have also included copies of the Complaint, the Report of Investigation, my e-mail to you transmitting the Complaint (for privacy reasons, the attachment was titled "Motion to Stay.pdf"), Valentino's Response to the Report of Investigation, the Commission Advocate's Recommendation and Valentino's Response to the Advocate's Recommendation. I provide these materials not only to explain the circumstances of this matter, but hopefully to inform the sitting Commissioners of the facts and legal issues raised during this matter, an understanding of which may be of benefit to one of them should they find themselves in a similar situation in the future. Most of the information requested under the fee policy is included in the enclosures. I provide information below as requested by paragraphs 7 – 9 of the policy.

7. The attorney fees and costs should be paid by the County because such action, under the circumstances, would be wholly consistent with the operation and intent of the policy – which I believe is to protect the Commissioners from financial harm in having to successfully defend claims arising out of acts performed by a Commissioner as a part of his or her official duties.

8. My information is contained on the letterhead. I was assisted in this matter by Ms. Andrea Lyons, an attorney with our firm, and by my paralegal, Ms. Nicole Ransom.

9. The fees for my services and/or the services of Ms. Lyons and Ms. Ransom were billed on an hourly basis at the rate of \$290.00 per hour for me; \$200.00 per hour for Ms. Lyons; and \$125.00 per hour for Ms. Ransom. The total amount billed by my firm and associated with the defense of the ethics complaint was \$16,414.00 in fees and \$66.03 in costs. In addition, Mr. Valentino incurred expenses related to attendance at the show cause hearing in the amount of \$189.70 for a hotel room (two rooms); \$102.60 for meals; and \$35.00 for gas. A copy of the complete matter history report for my firm is enclosed for your review.

Mr. Valentino also seeks reimbursement of a portion of attorneys fees incurred in relation to a CCB complaint filed by Mr. Valentino against Grantwood. That complaint was filed by Mr. Valentino on August 1, 2012, and as of this date, the matter is still pending before the CCB. Mr. Valentino filed the complaint while he was a sitting Commissioner, but the action was taken as a matter of right and/or remedy afforded all Escambia County citizens. Because Mr. Valentino was a Commissioner, however, what should have been a relatively simple and efficient process before the CCB became a model of inefficiency.

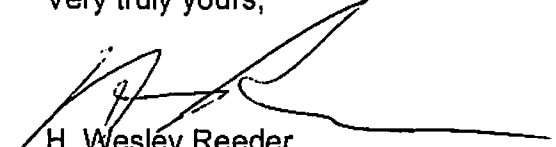
From the outset, there were claims by Mr. Wood that Mr. Valentino was using his position as a Commissioner to influence or direct the CCB investigation and process. This simply was not true, and to avoid even the appearance of impropriety, Mr. Valentino never attended a single meeting or hearing of the CCB, choosing instead to have his attorneys appear for him. As you know, the CCB, as advised by the Assistant County Attorney serving as the CCB's attorney, granted a request for a stay of the CCB proceedings to allow for the prosecution and resolution of a civil matter between Grantwood and Mr. Valentino. Later Mr. Valentino attempted to have the stay lifted and, if he had simply been a private citizen, it likely would have been lifted without much fanfare. Because he was a Commissioner, however, the process of lifting the stay became the underlying basis for numerous and continuous delays and procedural inefficiencies related to the CCB's processing of the complaint. Because Mr. Valentino was a sitting Commissioner, he became the victim of Wood's repeated and continuing manipulation of the CCB system and of the CCB itself. Mr. Valentino's efforts to have the CCB lift the stay and hear his complaint was frustrated at many steps along the way. Numerous hearings were set and then continued or canceled. Some hearings were held only to be challenged for lack of quorum. Each of these procedural delays and/or challenges not only caused my firm to have to appear for Mr. Valentino to try and get things back on track, but caused us to have to duplicate and repeat preparation for the next scheduled hearing or event. This included updating documents, responding to CCB staff communications, and repeatedly preparing witnesses to appear.

But for the actions discussed above, Mr. Valentino's fees for my assistance with presenting his claim to the CCB likely would have been in the range of \$5,000.00 to \$8,000.00. The fees actually incurred in relation to the CCB matter are \$28,948.00. In arriving at this amount, I personally reviewed the matter history and identified only those entries that were without question related to the CCB complaint. This amount does not include fees for the civil matter with Grantwood. Therefore, Mr. Valentino seeks reimbursement of the amount of \$28,948.00, reduced by a reasonable amount that likely would have been incurred in any event. I cannot share the matter history report at this point because it also contains entries related to the ongoing civil matter. I will be happy to meet with you to allow you to review the matter history if you so desire.

Alison Rogers, Esquire
April 28, 2015
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Please let me know if you have any questions with respect to the above and, if not, please proceed with processing Mr. Valentino's request for Commission review and approval.

Very truly yours,



H. Wesley Reeder
For the Firm

HWR/sew

Enclosures

Matter History Report

07010 Valentino Gene and Maureen

126432 Valentino, Gene & Maureen v. Grantwood

Date	Atty	Description	Hours	Rate	Amount
Billed Time					
12/12/2011	BJH	Confer with T. Perkins re client meeting.@ no charge	0.1	\$0.00	\$0.00
12/13/2011	BJH	Conference with T. Perkins re meeting.@ no charge	0.1	\$0.00	\$0.00
12/13/2011	BJH	Conference with HWR re meeting.@ no charge	0.1	\$0.00	\$0.00
12/13/2011	HWR	Review e-mail re: meeting with Gene Valentino.@ no charge	0.1	\$0.00	\$0.00
12/13/2011	HWR	Telephone call with Sally Fox re: meeting with Gene Valentino; meeting with Sally Fox and Gene Valentino re: construction lien issue.	1.3	\$153.85	\$200.00
12/13/2011	SBF	Re: Gene Valentino - meeting with Gene on Wood/Godwin.	0.7	\$250.00	\$175.00
12/15/2011	HWR	Conference with Tina Divincenti re: copy of Valentino lien; review Valentino documents; conference with Sherry Ware re: file setup; phone call with Tom Godwin re: lien, notice to owner.	0.6	\$275.00	\$165.00
12/15/2011	TCD	Confer with Wes Reeder; research online records regarding lien on Interarity property; advise also found other lien on Valentino; pull records and print for Wes Reeder's review of same.	0.4	\$105.00	\$42.00
12/20/2011	HWR	Telephone call to Grantwood Contracting.	0.1	\$275.00	\$27.50
12/23/2011	HWR	Receipt and review of e-mails from client re: Grantwood letter, lien issues; e-mail to client re: review of Godwin documents.	0.3	\$275.00	\$82.50
12/24/2011	HWR	Review e-mail from Gene re: status.	0.1	\$275.00	\$27.50
1/4/2012	HWR	Conference with staff re: lien, status.	0.1	\$275.00	\$27.50
1/6/2012	HWR	Telephone call to Grant Wood re: lien issues.	0.1	\$275.00	\$27.50
1/12/2012	HWR	Telephone call with Grant Wood re: lien release; e-mail to client re: lien release.	0.3	\$275.00	\$82.50
1/13/2012	HWR	Receipt and review of e-mail from client re: coordination with Grant, status.	0.1	\$275.00	\$27.50
1/14/2012	HWR	Review e-mail from Gene, Elizabeth re: contract balance, setoff; e-mail to Gene re: approach to resolution.	0.3	\$275.00	\$82.50
1/16/2012	HWR	Receipt and review of e-mail from client re: plan of action.	0.1	\$275.00	\$27.50
1/31/2012	HWR	Review e-mail re: White Sands Electric bill; phone call with Steve Tate at White Sands re: invoice.	0.2	\$275.00	\$55.00
1/31/2012	HWR	Review invoice from White Sands Electric; e-mail to Grant Wood re: White Sands invoice.	0.2	\$275.00	\$55.00
2/7/2012	HWR	Receipt and review of e-mail re: charges for resetting windows; e-mail to Grant Wood re: status.	0.2	\$275.00	\$55.00
2/8/2012	HWR	Billable at no charge - receipt and review of client e-mail re: message to Grant (@ 0.00).	0.1	\$0.00	\$0.00
2/29/2012	HWR	Telephone call to Grant Wood re: status.	0.1	\$285.00	\$28.50
3/1/2012	HWR	Telephone call from Gene re: status; email to Gene re: status.	0.2	\$285.00	\$57.00
3/2/2012	HWR	Review and respond to email from client re: options for clearing lien; phone call with Godwin re: payments received.	0.3	\$285.00	\$85.50
3/6/2012	HWR	Telephone call with Grant Wood re: lien release.	0.1	\$285.00	\$28.50
3/8/2012	HWR	Telephone call with J. D. Smith re: filing suit.	0.3	\$285.00	\$85.50

Tuesday, March 17, 2015

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Date	Atty	Description	Hours	Rate	Amount
3/8/2012	HWR	Telephone call to Grant Wood; review email re: return call from Wood.	0.1	\$285.00	\$28.50
3/9/2012	HWR	Review and respond to email from Grant Wood re: filing lien against Valentino; email to client re: Wood lien; phone call to J. D. Smith re: settlement meeting.	0.3	\$285.00	\$85.50
3/9/2012	HWR	Telephone call from J. D. Smith re: meeting.	0.1	\$285.00	\$28.50
3/9/2012	HWR	Telephone call with Gene re: Wood emails; conference with Lauri Millward re: settlement meeting; conference with Lauri Millward re: confirmation of Grantwood lien; phone call with Gene re: Grantwood lien.	0.6	\$285.00	\$171.00
3/9/2012	LLM	Discuss with Wes Reeder; Search public records for all liens against clients property.	1	\$50.00	\$50.00
3/11/2012	HWR	Review lien (Wood) issues; review emails with Wood.	0.2	\$285.00	\$57.00
3/12/2012	HWR	Review emails (x4) re: meeting to discuss dispute; phone call with Sherry Ware re: same; review emails from Wood re: terms of meeting.	0.3	\$285.00	\$85.50
3/13/2012	HWR	Review email from Wood re: resolution.	0.1	\$285.00	\$28.50
3/14/2012	SEW	Review client documents and emails; assist Wes Reeder in preparation for meetings with parties.	1	\$65.00	\$65.00
3/15/2012	HWR	Conference with Sherry Ware re: preparation for meeting with Wood.	0.1	\$285.00	\$28.50
3/15/2012	SEW	Review emails; assist Wes Reeder in preparation for meetings with parties.	0.2	\$65.00	\$13.00
3/16/2012	HWR	Receipt and review of email from client re: meeting with Wood; prepare for meeting with Grant Wood; review documents.	1	\$285.00	\$285.00
3/16/2012	HWR	Review and respond to email from Maureen re: receipt of Wood lien; meeting with Grant Wood; email to Gene re: meeting with Grant Wood.	2.2	\$285.00	\$627.00
3/16/2012	HWR	Review client email re: post Grant Wood meeting comments.	0.1	\$285.00	\$28.50
3/19/2012	HWR	Review and respond to email from Grant Wood re: last work; phone call with Elisabeth Watson re: Grant Wood invoices, last work; email invoice to Watson re: coordination charges.	0.6	\$285.00	\$171.00
3/20/2012	HWR	Receipt and review of email and invoices from Watson (4 attachments); review Watson email re: credits due client re: floor repairs.	0.3	\$285.00	\$85.50
3/20/2012	HWR	Meeting with Elisabeth Watson and Scott Dean re: contract, invoices, payments, defective work; phone call to J. D. Smith re: materials, documents for meeting with Grant Wood.	1.3	\$285.00	\$370.50
3/21/2012	HWR	Review email from Grant Wood re: installation of stained glass as last work; review information from Watson re: date of glass installation.	0.2	\$285.00	\$57.00
3/21/2012	HWR	E-mails (x2) to client re: meeting with Wood.	0.2	\$285.00	\$57.00
3/21/2012	HWR	Review email from Wood re: last date of work; review emails (x2) from Watson re: Wood's last work; conference with attorney Smith re: Godwin lien; meeting with Wood, Godwin and Smith re: lien issues.	2	\$285.00	\$570.00
3/22/2012	HWR	Telephone call with client re: meeting with Wood, direct communications with Wood; phone call with J. D. Smith re: Godwin lien; email to Wood re: release of lien.	0.7	\$285.00	\$199.50
3/22/2012	HWR	Review email from Gene re: payment of invoices, backcharges; review email from Wood re: release of lien, other excuses.	0.2	\$285.00	\$57.00
3/22/2012	HWR	Review additional invoices from Watson re: electrical over payments; receipt and review printing/cleanup invoice.	0.2	\$285.00	\$57.00
3/22/2012	LLM	Receipt, review and print out attorney attachment from client.	0.4	\$115.00	\$46.00

Date	Atty	Description	Hours	Rate	Amount
3/23/2012	HWR	Review email from Wood re: hiring attorney.	0.1	\$285.00	\$28.50
3/25/2012	HWR	Review client email re: Scott Dean, defective work; email to Scott and Elisabeth re: record of defective work.	0.3	\$285.00	\$85.50
3/26/2012	GPF	Conference with Wes Reeder re: draft complaint, discharge of lien and civil theft letter.	0.2	\$215.00	\$43.00
3/26/2012	HWR	Forward e-mail to client re: Wood's comments re: release of lien; review civil theft statute; email to client re: status, civil theft, filing suit.	0.5	\$285.00	\$142.50
3/26/2012	HWR	Telephone call with Gene re: workout possibilities.	0.2	\$285.00	\$57.00
3/26/2012	HWR	Conference with Greg Fayard re: filing suit, contact with J. D. Smith re: workout.	0.1	\$285.00	\$28.50
3/26/2012	HWR	Billable at no charge - conference with Chuck Young re: suit against Wood (@ 0.00).	0.2	\$0.00	\$0.00
3/26/2012	SEW	Meeting with Wes Reeder re: status.	0.1	\$65.00	\$6.50
3/27/2012	GPF	Conference with Wes Reeder; review file documents; review statute; draft civil theft letter.	2.3	\$86.96	\$200.00
3/27/2012	HWR	Telephone call with attorney Smith re: civil theft letter.	0.1	\$285.00	\$28.50
3/27/2012	HWR	Conference with Greg Fayard re: draft civil theft letter.	0.1	\$285.00	\$28.50
3/27/2012	HWR	Cursory review of package of invoices from Elisabeth Watson.	0.2	\$285.00	\$57.00
3/27/2012	HWR	Telephone call to attorney Smith re: civil theft.	0.1	\$285.00	\$28.50
3/28/2012	GPF	Revisions to draft civil theft letter.	0.4	\$53.75	\$21.50
3/28/2012	GPF	Conference with Wes Reeder re: issues in case and filing of civil theft letter and revisions thereto.	0.3	\$215.00	\$64.50
3/28/2012	HWR	Review file received from Elisabeth Watson; review email from Wood re: contract.	0.2	\$285.00	\$57.00
3/28/2012	HWR	Conference with Greg Fayard re: civil theft letter; review and revise letter.	0.1	\$285.00	\$28.50
3/29/2012	GPF	Conference with Wes Reeder and revisions to civil theft letter.	0.8	\$62.50	\$50.00
3/29/2012	HWR	Conference with Greg Fayard; final review of civil theft letter; review emails from Wolverton re: extension to answer.	0.2	\$285.00	\$57.00
4/5/2012	HWR	Billable at no charge - conference with Sherry Ware re: letter to attorney Smith (@ 0.00).	0.1	\$0.00	\$0.00
4/5/2012	SEW	E-mail copy of civil theft letter to J. D. Smith.	0.1	\$65.00	\$6.50
4/6/2012	GPF	Conference with Wes Reeder re: civil theft letter.	0.1	\$215.00	\$21.50
4/18/2012	GPF	Review emails re: civil theft letter.	0.1	\$215.00	\$21.50
4/18/2012	HWR	Conference with Sherry Ware re: letter to Grant Wood; review email from Watson re: Wood's address.	0.3	\$285.00	\$85.50
4/19/2012	GPF	Review instructions from Wes Reeder re: action in case.	0.1	\$215.00	\$21.50
4/19/2012	HWR	Billable at no charge - email to Gene re: Lori Wood's contact information (@ 0.00).	0.1	\$0.00	\$0.00
4/19/2012	HWR	E-mail to Sherry Ware re: service on Wood.	0.1	\$285.00	\$28.50
4/19/2012	HWR	E-mail to client re: civil theft notice, service on Wood.	0.1	\$285.00	\$28.50
4/25/2012	HWR	Telephone call with Gene re: status, Susan White, DBPR issues; intra office conference with Sherry Ware re: service on Grant Wood.	0.4	\$285.00	\$114.00
5/1/2012	HWR	Telephone call with J. D. Smith re: payment of lien.	0.2	\$285.00	\$57.00
5/7/2012	GPF	Review notice of service on Grantwood.	0.1	\$215.00	\$21.50

Date	Atty	Description	Hours	Rate	Amount
5/7/2012	HWR	Review email re: service on Grant Wood; phone call to Lori Wood re: payoff of lien; phone call to Susan White re: Grant Wood; conference with Sherry Ware re: call to Lori Wood.	0.5	\$285.00	\$142.50
5/7/2012	HWR	Receipt and review of email from Wood re: attorney Eric Mead; review email from Mead re: call to discuss case; email to client re: Electrical Services lien.	0.3	\$285.00	\$85.50
5/9/2012	HWR	Review email re: meeting with Wood's attorney.	0.1	\$285.00	\$28.50
5/21/2012	HWR	Telephone call with J. D. Smith re: payoff for lien.	0.1	\$285.00	\$28.50
5/22/2012	HWR	Telephone call with Erick Mead re: Wood lien issues.	0.2	\$285.00	\$57.00
5/22/2012	HWR	Telephone call from Erick Meade re: contact with J. D. Smith re: filing suit.	0.1	\$285.00	\$28.50
5/28/2012	HWR	Review and respond to client email re: status.	0.1	\$285.00	\$28.50
5/29/2012	HWR	Review and respond to email from client re: Godwin lien, contact with Sue Garrett.	0.1	\$285.00	\$28.50
6/1/2012	HWR	Telephone call with Gene re: status, Meade, other liens.	0.2	\$285.00	\$57.00
6/1/2012	HWR	Telephone call from Gene re: lien removal, status.	0.1	\$285.00	\$28.50
6/2/2012	HWR	Conference with staff re: lien status, client direction re: litigation action.	0.1	\$285.00	\$28.50
6/5/2012	HWR	Telephone call to Erick Mead re: status.	0.1	\$285.00	\$28.50
6/6/2012	HWR	Telephone call with Erick Mead re: Godwin lien issues; phone call with J. D. Smith re: Godwin lien.	0.5	\$285.00	\$142.50
6/8/2012	HWR	Review and respond to email from Sue Garrett re: Grant Wood.	0.1	\$285.00	\$28.50
6/9/2012	HWR	Review email from client re: leaks, construction defects.	0.2	\$285.00	\$57.00
6/11/2012	HWR	Telephone call with client re: status.	0.4	\$285.00	\$114.00
6/21/2012	HWR	Review and respond to email re: Mead's review of documents.	0.2	\$285.00	\$57.00
6/26/2012	HWR	Review email from Gene re: Grant Wood personal issue, recap of strategy.	0.1	\$285.00	\$28.50
6/27/2012	HWR	Voice mail message from client re: Sue Garrett; phone call with Sue Garrett re: complaint process.	0.5	\$285.00	\$142.50
6/27/2012	HWR	E-mail to Mead re: delay in receipt of information, condolences to Mrs. Wood.	0.1	\$285.00	\$28.50
6/29/2012	HWR	Review competency board materials; phone call with Gene re: status, competency board.	0.4	\$285.00	\$114.00
7/5/2012	HWR	Review and respond to email from Gene re: construction defects.	0.2	\$285.00	\$57.00
7/11/2012	HWR	Telephone call with Sherry Ware re: competency board filing status; email to Sue Garrett re: timing of filing with board.	0.2	\$285.00	\$57.00
7/11/2012	HWR	Review correspondence from Mead re: Wood dispute of ESP charges; email to Mead re: ESP charge disputes, clearing lien.	0.4	\$285.00	\$114.00
7/12/2012	HWR	Review email from client re: roof repairs, condition report.	0.2	\$285.00	\$57.00
7/16/2012	HWR	Review roof proposals, description of defects; email to Scott Dean re: defects; review F.S. Ch. 558 re: notice requirements.	0.7	\$142.86	\$100.00
7/16/2012	HWR	Conference with Sarah Carpenter re: 558 notice to Wood; phone call with Sue Garrett re: filing complaint; review County site re: competency board review.	0.6	\$285.00	\$171.00
7/16/2012	HWR	Review email from Scott Dean re: roof issues; email to Sue Garrett re: date for Board hearing.	0.2	\$285.00	\$57.00
7/16/2012	HWR	E-mail to Scott re: roof repairs.	0.1	\$285.00	\$28.50
7/16/2012	LLM	Discuss with Wes Reeder; Receipt, review and organize Malone Report.	0.5	\$115.00	\$57.50

Date	Atty	Description	Hours	Rate	Amount
7/16/2012	SKC	Review of Roof reports and Statute 558.004	0.5	\$90.00	\$45.00
7/17/2012	HWR	Telephone call with Scott Dean re: construction defects; review email from Scott Dean re: construction defects; conference with Sarah Carpenter re: 558 notice.	0.4	\$285.00	\$114.00
7/17/2012	SKC	Drafting Chapter 558 Notice	2	\$90.00	\$180.00
7/17/2012	SKC	Review of Roof Reports, chapter 558, and sample 558 notices	0.5	\$90.00	\$45.00
7/18/2012	HWR	Review email from Scott re: repair scope.	0.1	\$285.00	\$28.50
7/20/2012	HWR	Review email from Josh re: defects; email to Josh re: notice, scope of repairs; phone call with Josh re: repairs, defects.	0.5	\$285.00	\$142.50
7/20/2012	HWR	Review and revise 558 letter; review defect list from Scott Dean; intra office conference with Sherry Ware re: preparation, service of 558 notice; review and sign 558 notice.	0.6	\$285.00	\$171.00
7/23/2012	HWR	Review emails (x4) from Dean, Josh and client re: moving forward with repairs.	0.2	\$285.00	\$57.00
7/27/2012	HWR	Review file re: Board complaint, status of defects; review email (x2) re: wet windows.	0.3	\$285.00	\$85.50
7/30/2012	HWR	Review contractor competency complaint form, Board schedule; phone call to Sue Garrett re: Competency Board presentation.	0.3	\$285.00	\$85.50 ✓
7/30/2012	HWR	Telephone call with Sue Garrett re: submission to investigation, new claims to other individuals; phone call with Charlie Gonzalez re: Grantwood issues.	0.6	\$285.00	\$171.00 ✓
7/31/2012	HWR	Review file; prepare complaint to County.	1	\$285.00	\$285.00 ✓
8/1/2012	HWR	Review file; prepare and dictate complaint form to Competency Board; review and sign letter to Competency Board.	1.2	\$285.00	\$342.00 ✓
8/1/2012	HWR	Billable at no charge - phone call to Gene re: execution of complaint (@ 0.00).	0.1	\$0.00	\$0.00
8/1/2012	HWR	Telephone call with Becky Miller re: filing complaint; conference with staff re: delivery of complaint to County.	0.3	\$285.00	\$85.50 ✓
8/1/2012	HWR	Meeting with Gene re: report; phone call with Sue Garrett re: complaint form; phone call with Becky Miller re: complaint form.	0.3	\$285.00	\$85.50 ✓
8/2/2012	HWR	Review and respond to email from client re: construction recovery fund, Competency Board.	0.2	\$285.00	\$57.00 ✓
8/12/2012	HWR	Review and respond to email re: color copy of roof report.	0.1	\$285.00	\$28.50 ✗
8/12/2012	LLM	Review of email from client and Josh Haggard re: photos for investigator.	0.1	\$115.00	\$11.50 ✓
8/14/2012	HWR	Review client email re: acceleration of repairs.	0.1	\$285.00	\$28.50 ✗
8/14/2012	HWR	E-mail to Lauri Millward re: materials for investigation; review email from investigator re: mediation.	0.2	\$285.00	\$57.00 ✓
8/15/2012	HWR	Telephone call with Emil re: case investigation, resolution.	0.3	\$285.00	\$85.50 ✓
8/16/2012	LLM	Bates label color copy of Malone report; Email to Wes Reeder.	0.5	\$115.00	\$57.50 ✗
8/20/2012	HWR	Conference with Nicole Ransom re: status of County complaint.	0.1	\$285.00	\$28.50 ✓
8/31/2012	HWR	Telephone call with email re: status of claims.	0.3	\$285.00	\$85.50 ✓
9/5/2012	HWR	Meeting with attorney Mead re: Godwin lien.	0.3	\$285.00	\$85.50 ✗
9/11/2012	HWR	Conference with Nicole Ransom re: preparing for competency hearing, contact with Sue Garrett.	0.1	\$285.00	\$28.50 ✓
9/17/2012	ENR	Telephone Call with Emilio Avenaius (Inspector) regarding the Esc. Cty. Contractor Competency Board. Research regarding Contractor Competency Board.	0.7	\$115.00	\$80.50 ✓
9/17/2012	ENR	E-mail from Wes Reeder with attachments regarding Complaint to be filed if lien is not satisfied.	0.3	\$115.00	\$34.50 ✗

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1488.50

Date	Atty	Description	Hours	Rate	Amount
9/17/2012	HWR	Receipt and review of complaint, demand for payment; phone call with J. D. Smith re: lien release; email to attorney Meade re: satisfaction of lien.	0.8	\$285.00	\$228.00
9/17/2012	HWR	E-mail to staff re: calendar for satisfaction of lien; receipt and review of email from Meade re: demand to satisfy lien; conference with Nicole Ransom re: competency board.	0.4	\$285.00	\$114.00
9/18/2012	ENR	Conference with Wes Reeder regarding Contractor Competency Board.	0.3	\$115.00	\$34.50 ✓
9/18/2012	HWR	Conference with Nicole Ransom re: discussion with Emil re: Competency Board, deadline for satisfaction of lien.	0.2	\$285.00	\$57.00 ✓
9/20/2012	SEW	E-mail to Wes Reeder and Nicole Ransom, regarding deadline to file lien satisfaction.@ no charge	0.1	\$0.00	\$0.00
9/26/2012	ENR	E-mails from Wes Reeder and Sherry Ware regarding lien status.	0.2	\$115.00	\$23.00
9/26/2012	HWR	Conference with Sherry Ware re: release of lien; phone call with client re: satisfaction of lien, status; phone call with attorney Meade re: payoff of lien.	0.5	\$285.00	\$142.50
9/26/2012	HWR	E-mail to attorney Smith re: lien satisfaction, assignment of contract rights.	0.1	\$285.00	\$28.50
9/27/2012	ENR	Conference with Wes Reeder regarding actions needed. E-mail to Wes Reeder, Contractor Complaint Form.	0.2	\$115.00	\$23.00 ✓
9/27/2012	HWR	Review and respond to Emil with County re: records for Board; phone call with Nicole re: materials for Competency Board; email to Sue Garrett re: additional injury; conference with staff re: competency hearing.	0.6	\$285.00	\$171.00 ✓
9/27/2012	HWR	Telephone call with J. D. Smith re: lien payoff; email to J. D. re: satisfaction of lien; meeting with Gene re: lien payment; phone call with Sue Garrett re: competency hearing.	0.7	\$285.00	\$199.50
9/27/2012	HWR	Review email from Smith re: confirmation of lien satisfaction; respond to same; review email from Sue Garrett re: additional claims.	0.3	\$285.00	\$85.50
9/28/2012	ENR	E-mail to Wes Reeder regarding Competency Board Complaint and Ordinance.	0.1	\$115.00	\$11.50 ✓
9/28/2012	HWR	Review and sign letter to Competency Board; email to Sue Garrett re: letter.	0.3	\$285.00	\$85.50 ✓
9/28/2012	HWR	Telephone call with Megan re: response from Grantwood.	0.2	\$285.00	\$57.00 ✗
9/28/2012	HWR	Conference with Nicole Ransom re: letter to County; phone call with Allison Rogers re: commission vote on settlement; dictate letter to competency board re: lien payment.	0.5	\$285.00	\$142.50 ✗
10/1/2012	ENR	Review of file for deadlines regarding Escambia County Competency Board.	0.2	\$115.00	\$23.00 ✓
10/1/2012	HWR	Review email from Megan Day re: payment to ESP; email to Day re: payment for lien; phone call with Tom Godwin re: lien payment.	0.3	\$285.00	\$85.50 ✗
10/1/2012	HWR	Review email from client re: proceeding against Wood.	0.1	\$285.00	\$28.50 ✗
10/1/2012	HWR	Receipt and review of email re: Emil's file re: lien payoff.	0.1	\$285.00	\$28.50 ✗
10/1/2012	SEW	E-mail to Wes and Nicole re: deadline for sending documents to competency board.@ no charge	0.1	\$0.00	\$0.00
10/2/2012	HWR	Review email from attorney Day re: payment by Wood.	0.1	\$285.00	\$28.50 ✗
10/3/2012	ENR	Telephone call with Scott Dean regarding additional documentation for the Escambia County Competency Board. E-mail list of documents to Scott Dean.	0.5	\$115.00	\$57.50 ✓
10/3/2012	ENR	Conference with Wes Reeder re: actions needed in preparation for document request.	0.2	\$115.00	\$23.00 ✗

\$463.00

Date	Atty	Description	Hours	Rate	Amount
10/3/2012	ENR	Conference with Wes Reeder regarding actions needed in reference to the documentation requested by the Inspector for the Competency Board.	0.1	\$115.00	\$11.50 ✓
10/3/2012	HWR	Review email from Nicole Ransom re: documents from client; email to Nicole Ransom re: documents for Board.	0.2	\$285.00	\$57.00 ✓
10/4/2012	ENR	E-mails to and from Gene Valentino, Jamie Rhodes, and Josh Haggard regarding roof invoice and proof of payments as required by the Escambia County Contractor Competency Board.	0.2	\$115.00	\$23.00 ✓
10/4/2012	ENR	Conference with Wes Reeder regarding actions needed. Telephone Call to Gene Valentino regarding the additional documents requested by the Competency Board. Telephone call to Scott Dean regarding the same. E-mail to Gene Valentino regarding the requested documents. E-mails to and from Scott Dean regarding requested documents.	1.1	\$115.00	\$126.50 ✓
10/4/2012	ENR	Conference with Wes Reeder regarding regarding actions needed for Satisfaction of Lien. Request check in the amount of lien from accounting for Satisfaction of Lien.	0.4	\$115.00	\$46.00
10/4/2012	ENR	Drafting Correspondence to Electrical Services of Pensacola with check enclosure for Satisfaction of Lien. Conference with Wes Reeder regarding Satisfaction of Lien. Finalize Correspondence to Electrical Services of Pensacola.	0.9	\$115.00	\$103.50
10/4/2012	ENR	E-mail to Wes Reeder regarding document request for Competency Board.@ no charge	0.2	\$0.00	\$0.00 ✓
10/4/2012	HWR	Review emails (x3) from client re: documents for competency board.	0.1	\$285.00	\$28.50 ✓
10/5/2012	ENR	E-mail from Emil Avenarius (Investigator) requesting additional documents in anticipation of the disciplinary hearing.	0.1	\$115.00	\$11.50 ✓
10/5/2012	ENR	E-mail to Scott Dean regarding document request for Escambia County Contractor Competency Board.	0.2	\$115.00	\$23.00 ✓
10/5/2012	ENR	Conference with Wes Reeder regarding actions needed. E-mail Escambia County Contractor Competency requested documents to Sue Garrett (Board Secretary) and Emil Avenarius (Inspector).	0.5	\$115.00	\$57.50 ✓
10/5/2012	ENR	E-mail from Scott Dean with attachments including information pertaining to invoices and payments as requested by the Escambia County Contractor Competency Board. Forward "Dean" documents to Wes Reeder for further review.	0.3	\$115.00	\$34.50 ✓
10/5/2012	HWR	Telephone call with Emil re: show cause hearing preparation.	0.4	\$285.00	\$114.00 ✓
10/5/2012	HWR	Conference with Nicole Ransom re: documents to Emil.	0.1	\$285.00	\$28.50 ✓
10/5/2012	SEW	E-mail to Wes and Nicole re: deadline for sending documents to competency board.@ no charge	0.1	\$0.00	\$0.00 ✓
10/8/2012	ENR	Conference with Wes Reeder regarding additional documents requested by Emil Avenarius (Investigator).@ no charge	0.3	\$0.00	\$0.00 ✓
10/8/2012	HWR	Review email from Emil re: additional materials for hearing with Board.	0.1	\$285.00	\$28.50 ✓
10/8/2012	HWR	Conference with Nicole Ransom re: additional documents for investigator.	0.1	\$285.00	\$28.50 ✓
10/10/2012	ENR	Assisting with preparation for meeting with Emil Avenarius (Investigator).	0.2	\$115.00	\$23.00 ✓
10/10/2012	ENR	Conference with Wes Reeder regarding additional documents requested by investigator.@ no charge	0.2	\$0.00	\$0.00 ✓
10/10/2012	HWR	Telephone call with Emil re: meeting to discuss evidence.	0.1	\$285.00	\$28.50 ✓
10/11/2012	ENR	Preparation for and attendance at conference with Wes Reeder and Emil Avenarius (Investigator).	1.3	\$115.00	\$149.50 ✓
10/11/2012	ENR	E-mail from Scott Dean regarding permits. E-mail to Josh Haggard (E. Cornell Malone) regarding date of roof inspection.	0.2	\$115.00	\$23.00

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\$773.50

Date	Atty	Description	Hours	Rate	Amount
10/11/2012	ENR	E-mail to E. Cornell Malone Corp regarding itemized invoice for roof work. E-mail to Scott Dean regarding additional documents requested by investigator.	0.4	\$115.00	\$46.00 X
10/11/2012	ENR	E-mail with attachment from Josh Haggard (Cornell Malone) regarding roof repairs and requested documentation. Forward "Haggard" documents to Emil Avenarius (Investigator) via email.	0.2	\$115.00	\$23.00 X
10/11/2012	HWR	Review email from Malone Roofing re: breakdown of repairs.	0.1	\$285.00	\$28.50 X
10/11/2012	HWR	Review materials for meeting with Emil; meeting with Emil re: competency hearing.	1.1	\$285.00	\$313.50 ✓
10/11/2012	HWR	Review email from Nicole to subcontractors re: information for County.	0.1	\$285.00	\$28.50 ✓
10/11/2012	HWR	Billable at no charge - review email from Malone Roofing re: breakdown of costs (@ 0.00).	0.1	\$0.00	\$0.00 X
10/18/2012	HWR	Review and respond to email from J. D. Smith re: check to ESP.	0.1	\$285.00	\$28.50 X
10/22/2012	ENR	Conference with Wes Reeder regarding actions needed in preparation for Preliminary Hearing.	0.2	\$115.00	\$23.00 ✓
10/22/2012	HWR	E-mail to Gene re: status.	0.1	\$285.00	\$28.50 X
10/23/2012	HWR	E-mail from and respond to Emil re: show cause hearing.	0.1	\$285.00	\$28.50 ✓
10/25/2012	ENR	Receipt and Review of Show Cause Hearing Notice. Telephone call to Sue Garrett regarding show cause hearing. Conference with Wes Reeder regarding actions needed in preparation for show cause hearing. Research Contractor Competency Board Meeting minutes for further information.	0.7	\$115.00	\$80.50 ✓
10/25/2012	ENR	Review of Escambia County Contractor Competency Board Meeting Minutes.@ no charge	0.8	\$0.00	\$0.00 ✓
10/25/2012	HWR	Review and respond to Emil re: show cause hearing; review and respond to email from Sue Garrett re: show cause hearing; review email re: SOF for hearing.	0.3	\$285.00	\$85.50 ✓
10/26/2012	HWR	Review e-mail from Sue Garrett re: notice to Wood re: show cause.	0.1	\$285.00	\$28.50 ✓
11/1/2012	ENR	Conference with Wes Reeder regarding Statement of Facts.@ no charge	0.2	\$0.00	\$0.00 ✓
11/2/2012	ENR	Telephone Call to Sue Garrett (Secretary for Contractor Competency Board) regarding Statement of Facts. E-mail to Wes Reeder and Sherry Ware regarding Statement of Facts.	0.3	\$115.00	\$34.50 ✓
11/5/2012	HWR	Telephone call with Emil re: show cause hearing; review email from Nicole re: opening statement.	0.4	\$285.00	\$114.00 ✓
11/6/2012	ENR	Conference with Wes Reeder regarding Preliminary Hearing. Assisting Wes Reeder with preparation for Preliminary Hearing.	0.6	\$115.00	\$69.00 ✓
11/6/2012	HWR	Review file; prepare for hearing.	0.6	\$285.00	\$171.00 ✓
11/7/2012	ENR	Conference with Wes Reeder regarding actions in preparation for Disciplinary Hearing.	0.1	\$115.00	\$11.50 ✓
11/7/2012	HWR	Review materials for show cause hearing; attend show cause hearing; conference with Nicole Ransom re: hearing, meeting with Emil.	1.8	\$285.00	\$513.00 ✓
11/7/2012	HWR	Billable at no charge - phone call to client re: hearing (@ 0.00).	0.1	\$0.00	\$0.00 X
11/8/2012	HWR	E-mail to Gene re: hearing.@ no charge	0.1	\$0.00	\$0.00 ✓
11/9/2012	ENR	Voicemail from Emil (Inspector), regarding public records request; Conference with Wes Reeder, regarding actions needed; telephone call to Emil (Inspector).	0.4	\$115.00	\$46.00 ✓
11/9/2012	ENR	E-mail official records request to Emil (Investigator), regarding plans and specifications.@ no charge	0.3	\$0.00	\$0.00 ✓

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\$1547.00

Date	Atty	Description	Hours	Rate	Amount
11/9/2012	ENR	Conference with Sherry Ware regarding meeting with Emil (Inspector); Telephone call to Emil regarding plans, specs and scope of work that Wood submitted to the County; Conference with Wes Reeder regarding actions needed.	0.4	\$115.00	\$46.00 ✓
11/12/2012	HWR	Review email from Nicole Ransom re: Emil meeting.@ no charge	0.1	\$0.00	\$0.00 ✓
11/14/2012	ENR	Received call from Emil Avenarius; regarding meeting with Wes Reeder; conference with Wes Reeder, regarding telephone conference with Emil.	0.3	\$115.00	\$34.50 ✓
11/14/2012	ENR	Telephone conference with Emil Avenarius (Inspector), regarding public records request.	0.2	\$115.00	\$23.00 ✓
11/14/2012	ENR	E-mail from building inspections with attachments, regarding public records request; forward public records to Wes Reeder; process invoice for payment.	0.9	\$55.56	\$50.00 ✗
11/14/2012	HWR	Telephone call with Sue Garrett re: meeting with Emil; review documents received via public records; request to County.	0.5	\$285.00	\$142.50 ✓
11/15/2012	ENR	Conference with Wes Reeder, regarding actions needed on records request; preparation, review and revision of documents received in response to request; processing payment for records request to Escambia County Building Inspections.	0.7	\$115.00	\$80.50 ✗
11/15/2012	HWR	E-mail to Nicole Ransom re: preparation for hearing re: Wood.@ no charge	0.1	\$0.00	\$0.00 ✗
11/19/2012	HWR	Telephone call with Sue Garrett re: rescheduling meeting, hearing; conference with staff re: hearing date.	0.3	\$285.00	\$85.50 ✓
11/21/2012	ENR	Conference with Wes Reeder regarding actions needed in preparation for Disciplinary Hearing. Telephone Call to Kathy Peterson (Administrative Supervisor) regarding rescheduled date of hearing. Telephone Call to Amru Meah (Division Manager) regarding rescheduled date of hearing.	0.6	\$115.00	\$69.00 ✓
11/21/2012	ENR	Conference with Wes Reeder regarding Disciplinary Hearing.	0.2	\$115.00	\$23.00 ✓
11/21/2012	HWR	Review email re: date of hearing (from County); conference with Nicole Ransom re: competency hearing, contact with County re: same.	0.2	\$285.00	\$57.00 ✓
11/26/2012	ENR	Conference with Wes Reeder regarding actions needed in preparation for Disciplinary Hearing.@ no charge	0.2	\$0.00	\$0.00 ✓
11/26/2012	HWR	Conference with staff re: contact with Meade re: settlement meeting.@ no charge	0.1	\$0.00	\$0.00 ✗
11/27/2012	ENR	Telephone Call to Mead's Assistant requesting meeting to resolve issues prior to hearing.	0.2	\$115.00	\$23.00 ✗
11/27/2012	ENR	E-mail to Kathy Peterson regarding Wes Reeder's availability for proposed dates of Disciplinary Hearing.@ no charge	0.2	\$0.00	\$0.00 ✓
11/27/2012	ENR	Conference with Wes Reeder regarding Disciplinary Hearing. E-mail to Wes Reeder regarding actions needed for Hearing. Telephone call to Sue Garrett regarding change of the date of Hearing.	0.4	\$115.00	\$46.00 ✓
11/27/2012	HWR	Review Garrett email re: hearing date; conference with Nicole Ransom re: hearing date; conference with Nicole Ransom re: contact with attorney Meade re: meeting.	0.3	\$285.00	\$85.50 ✓
11/29/2012	ENR	Telephone Call with Kathy Peterson regarding Disciplinary Hearing. Conference with Wes Reeder regarding actions needed.	0.4	\$115.00	\$46.00 ✓
11/30/2012	ENR	Conference with Wes Reeder regarding actions needed in preparation for Disciplinary Hearing. E-mails to/from Wes Reeder and opposing counsel regarding resolution.@ no charge	0.2	\$0.00	\$0.00 ✓
11/30/2012	ENR	Receipt and Review of e-mails regarding Disciplinary Hearing.@ no charge	0.2	\$0.00	\$0.00 ✓

Date	Atty	Description	Hours	Rate	Amount
11/30/2012	HWR	Review email from Nicole Ransom, Kathy Peterson re: hearing date; respond to Nicole Ransom re: same; email to Nicole Ransom re: meeting to discuss settlement; email to attorney Day re: hearing, meeting to negotiate.	0.4	\$285.00	\$114.00 ✓
11/30/2012	HWR	Telephone call with County re: hearing dates.	0.3	\$285.00	\$85.50 ✓
11/30/2012	HWR	Review email from Megan Day re: date for hearing.	0.1	\$285.00	\$28.50 ✓
12/4/2012	ENR	Conference with Wes Reeder regarding actions needed in preparation for Disciplinary Hearing. Telephone call to Sue Garrett regarding new investigator contact information. Telephone call to Robert Kyles (Investigator) regarding documentary evidence to aid in investigation. Conference with Wes Reeder regarding actions needed.	0.6	\$115.00	\$69.00 ✓
12/4/2012	HWR	Review Competency Board December 5th agenda; review email re: same.	0.1	\$285.00	\$28.50 ✓
12/4/2012	HWR	Review emails re: meeting with Gene/Wood re: resolution; phone call with Gene re: hearing plans, workout issues.	0.5	\$285.00	\$142.50 ✗
12/13/2012	HWR	Telephone call to Meagan Day re: settlement discussions; conference with Nicole Ransom re: contact with attorney Day.	0.2	\$285.00	\$57.00 ✗
12/14/2012	ENR	Receipt and Review of e-mail regarding County staff requested withdrawal of Disciplinary Hearing on 01/16/13 agenda until completion of investigation to be presented at 02/06/13 meeting.	0.2	\$115.00	\$23.00 ✓
12/14/2012	HWR	Telephone call from Megan Day re: status of hearing.	0.1	\$285.00	\$28.50 ✓
12/14/2012	HWR	Review email re: change of hearing date; email to client re: hearing date.	0.2	\$285.00	\$57.00 ✓
12/18/2012	ENR	Receipt and Review of e-mail regarding schedule of next Board Meeting.	0.1	\$115.00	\$11.50 ✓
12/18/2012	HWR	Review email re: February 6th hearing.	0.1	\$285.00	\$28.50 ✗
12/19/2012	ENR	Receipt and Review of message from Robert in County Building Inspections. Telephone call to Robert regarding site visit. Conference with Wes Reeder regarding site visit. Telephone call (vm) to Gene Valentino regarding County site inspection.	0.6	\$115.00	\$69.00 ✓
1/3/2013	ENR	Conference with Wes Reeder regarding hearing, investigation and status.	0.2	\$120.00	\$24.00 ✓
1/8/2013	ENR	Telephone Call from Robert Kyles (Investigator) regarding case. E-mail to Sherry Ware and Wes Reeder regarding meeting with Kyles.	0.5	\$120.00	\$60.00 ✓
1/8/2013	HWR	Review email from Nicole Ransom re: meeting with investigator; email to client re: same.	0.1	\$290.00	\$29.00 ✓
1/9/2013	ENR	Receipt and Review of voice-mail from Robert Kyles regarding cancellation of meeting. Telephone Call to Robert Kyles. Conference with Wes Reeder regarding Inspector. Telephone Call from Amru Meah regarding investigation. Conference with Wes Reeder regarding meeting no longer cancelled.	1	\$120.00	\$120.00 ✓
1/9/2013	HWR	Conference with Nicole Ransom re: meeting with inspector.	0.1	\$290.00	\$29.00 ✓
1/10/2013	ENR	Preparing for meeting with and attendance at meeting with Robert Kyles regarding investigation. @ no charge	0.5	\$0.00	\$0.00 ✓
1/10/2013	HWR	Meeting with Nicole Ransom and investigator re: case matters, repairs, costs.	0.3	\$290.00	\$87.00 ✓
1/15/2013	ENR	Review of file regarding 558 Notice and documents requested by investigator at meeting. Conference with Wes Reeder regarding same. Email to Valentino regarding site inspection. Telephone Call from Valentino regarding site visit.	1.4	\$120.00	\$168.00 ✓
1/16/2013	ENR	Telephone Call to Robert Kyles regarding site inspection. E-mail Valentino confirming same.	0.3	\$120.00	\$36.00 ✓
1/19/2013	HWR	Review emails (Nicole to client) (x2) re: site visit by investigator.	0.1	\$290.00	\$29.00 ✓

\$1096.50

Date	Atty	Description	Hours	Rate	Amount
1/25/2013	ENR	Telephone Call to Robert Kyles regarding case investigation. E-mail follow-up confirming conversation and response from Mr. Kyles regarding the same.	0.6	\$120.00	\$72.00 ✓
1/28/2013	HWR	Review emails (x2) from Robert Kyles re: site visit, status of investigation.	0.1	\$290.00	\$29.00 ✓
1/29/2013	ENR	E-mail to Wes Reeder regarding Client Case Status Update.@ no charge	0.1	\$0.00	\$0.00 ✗
1/29/2013	HWR	Review email re: information to client re: status of investigation.	0.1	\$290.00	\$29.00 ✗
1/30/2013	ENR	Conference with Wes Reeder regarding case status. E-mail to Client case status update and review his response regarding same.@ no charge	0.2	\$0.00	\$0.00 ✗
2/25/2013	ENR	E-mail Gene Valentino regarding site visit.	0.1	\$120.00	\$12.00 ✗
2/25/2013	ENR	Conference with Wes Reeder regarding Case Status. Receipt and review of e-mail from Gene Valentino regarding additional damage to property from severe rain.	0.2	\$120.00	\$24.00 ✗
2/25/2013	ENR	Telephone Call to Robert Kyles (2x) regarding additional water damage to Valentino property and site visit. Telephone call to Gene Valentino regarding site visit.	0.4	\$120.00	\$48.00 ✓
2/25/2013	HWR	Telephone call with Gene re: site visit, leaking door, construction industry recovery fund; review emails (x2) re: Kyle's visit.	0.2	\$290.00	\$58.00 ✗
2/25/2013	HWR	Review email from Scott Dean re: back door flashing.	0.1	\$290.00	\$29.00 ✗
2/25/2013	HWR	Review email from client re: status.	0.1	\$290.00	\$29.00 ✗
2/26/2013	ENR	Receipt and Review of e-mail from Gene Valentino regarding Robert Kyles site visit.	0.1	\$120.00	\$12.00 ✓
2/26/2013	HWR	Review client email re: additional damage, east end.	0.1	\$290.00	\$29.00 ✗
3/6/2013	ENR	Conference with Wes Reeder regarding Hearing. Assist Wes Reeder with Preparation for Hearing.	0.5	\$120.00	\$60.00 ✓
3/6/2013	HWR	Attendance at competency board hearing; conference with Nicole Ransom re: show cause hearing.	1.5	\$290.00	\$435.00 ✓
3/7/2013	HWR	Receipt and review of Scott Dean's email re: mold, water intrusion.	0.1	\$290.00	\$29.00 ✗
3/8/2013	HWR	Review email re: water damage, latent defects; review client email re: claim value.	0.2	\$290.00	\$58.00 ✗
3/11/2013	ENR	Receipt and Review of e-mail from Wes Reeder regarding Labor Invoice. File Management.	0.1	\$120.00	\$12.00 ✗
3/11/2013	ENR	Receipt and Review of e-mail from Wes Reeder regarding Flashing Proposal. File Management.	0.1	\$120.00	\$12.00 ✗
3/11/2013	ENR	Receipt and Review of e-mail from Wes Reeder regarding Disciplinary Hearing. File Management.	0.1	\$120.00	\$12.00 ✓
3/11/2013	HWR	Telephone call from Gene re: status, local remedy.	0.1	\$290.00	\$29.00 ✗
3/12/2013	ENR	Conference with Wes Reeder regarding Treble Damages.@ no charge	0.1	\$0.00	\$0.00 ✗
3/12/2013	HWR	Conference with Nicole Ransom re: research re: local rules re: damages.@ no charge	0.1	\$0.00	\$0.00 ✗
3/15/2013	ENR	Telephone Call to Gene Valentino (VM) requesting meeting with Wes Reeder. Receipt and Review of Voice Mail from Gene Valentino confirming meeting request. E-mail to Gene Valentino confirming date and time of scheduled meeting.	0.2	\$120.00	\$24.00 ✗
3/15/2013	ENR	Telephone Call from Wes Reeder regarding Notice of Show Cause Hearing. Review File. Telephone Call to Sue Garrett regarding Treble Damages. Legal Research regarding MuniCaode. E-mail to Wes Reeder with attached Ordinance.@ no charge	0.4	\$0.00	\$0.00 ✓
3/18/2013	ENR	Preparation of file in anticipation of Client Meeting. File Management.	0.4	\$120.00	\$48.00 ✗

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\$668.00

Date	Atty	Description	Hours	Rate	Amount
3/18/2013	HWR	Review emails re: meeting with client re: status.	0.1	\$290.00	\$29.00 ✕
3/19/2013	ENR	E-mail to Wes Reeder regarding Court Reporter.	0.1	\$120.00	\$12.00 ✕
3/19/2013	ENR	Conference with Wes Reeder regarding Hearing Preparation. Assisting Wes Reeder with review of file in preparation for Client Meeting.	0.4	\$120.00	\$48.00 ✓
3/19/2013	HWR	Review file; prepare to meet with client re: show cause hearing; meeting with Gene Valentino re: show cause hearing; conference with Nicole Ransom re: show cause preparation.	1.3	\$290.00	\$377.00 ✓
3/20/2013	ENR	Receipt and Review of e-mail from Wes Reeder regarding Court Reporter for Show Cause Hearing.	0.1	\$120.00	\$12.00 ✓
3/21/2013	ENR	Conference with Wes Reeder regarding preparation for Show Cause Hearing. Telephone Call to Elisabeth Watson (VM) requesting meeting prior to Hearing. Telephone Call with Scott Dean requesting meeting prior to Hearing. E-mail to Elisabeth Watson as follow-up to voice mail requesting meeting prior to hearing. Receipt and review of voice mail confirming request. Telephone Call with Scott Dean requesting Construction Plans be brought to meeting.	0.7	\$120.00	\$84.00 ✓
3/21/2013	HWR	Review email re: meeting with Elisabeth Watson.	0.1	\$290.00	\$29.00 ✓
3/25/2013	ENR	Preparation, Review, and Revision of Claim File Documents in Preparation for Show Cause Hearing.	0.6	\$120.00	\$72.00 ✓
3/26/2013	ENR	Telephone Call from Elisabeth Watson regarding Meeting. Preparation for and attendance at Meeting with Elisabeth Watson and Wes Reeder. Telephone Call to Scott Dean regarding Meeting. Meeting with Scott Dean and Wes Reeder in preparation for Show Cause Hearing	2.6	\$120.00	\$312.00 ✓
3/26/2013	HWR	Meeting with Elisabeth Watson re: hearing preparation; meeting with Scott Dean re: hearing preparation.	2	\$290.00	\$580.00 ✓
3/27/2013	ENR	Conference with Wes Reeder regarding Preparation for Hearing. Telephone Call to Megan Day/Erick Mead requesting Telephone Conference prior to Show Cause Hearing. Telephone Call to Sue Garrett regarding Show Cause Hearing. Conference with Wes Reeder regarding Telephone Calls.	0.9	\$120.00	\$108.00 ✓
3/27/2013	HWR	Conference with Nicole Ransom re: contact with counsel for Wood.	0.1	\$290.00	\$29.00 ✕
3/28/2013	ENR	Telephone Call from Kathy Peterson regarding packet provided to Board. Coordination and File Management.	0.3	\$120.00	\$36.00 ✓
3/28/2013	HWR	Telephone call with Scott re: photos.	0.1	\$290.00	\$29.00 ✕
3/28/2013	HWR	Review email from Nicole Ransom re: material from County re: hearing.	0.1	\$290.00	\$29.00 ✓
3/30/2013	ENR	Preparation, review and revision of documents for Wes Reeder's review. Assisting Wes Reeder with Review of Documents (Complaint, Invoices, and Photos) in preparation for Show Cause Hearing.	1.9	\$120.00	\$228.00 ✓
3/30/2013	HWR	Prepare for show cause hearing; prepare documents.	1.9	\$290.00	\$551.00 ✓
3/30/2013	HWR	Review County ordinance.	0.2	\$290.00	\$58.00 ✕
4/1/2013	ENR	Conference with Wes Reeder regarding Show Cause Hearing. Preparation, review, and revision of documentary evidence for Show Cause Hearing. Telephone Call to Sue Garrett regarding witnesses at Hearing. E-mail to Kathy Peterson (County) regarding missing exhibits to Complaint and Coordination of Hearing Presentation.	1.2	\$120.00	\$144.00 ✓

Date	Atty	Description	Hours	Rate	Amount
4/1/2013	ENR	Receipt and Review of Erick Mead's Motion for Continuance of Show Cause Hearing. Conference with Wes Reeder regarding Continuance. Drafting e-mail with attached Request for Continuance of Show Cause Hearing to Gene Valentino, Elisabeth Watson, and Scott Dean.	0.6	\$120.00	\$72.00 ✓
4/1/2013	ENR	Conference with Wes Reeder regarding Witnesses and Rules of Hearing. Legal Research regarding Rules of Hearing (Fla. Stat. 162).	0.9	\$120.00	\$108.00 ✓
4/1/2013	HWR	Telephone call with Erick Mead re: show cause hearing; phone call with Nicole Ransom re: notice re: hearing, witnesses for hearing; review chapter 162 re: hearing.	0.4	\$290.00	\$116.00 ✓
4/1/2013	HWR	Review email from County (Peterson) re: omissions from file copies to Board; review Peterson's email to Board re: complete complaint file.	0.2	\$290.00	\$58.00 ✓
4/1/2013	HWR	Review email re: continuance from Peterson; conference with Nicole Ransom re: continuance; review and respond to Gene's email re: continuance issue.	0.3	\$290.00	\$87.00 ✓
4/1/2013	HWR	Conference with staff re: hearing preparation, attendance by client.	0.2	\$290.00	\$58.00 ✓
4/2/2013	ENR	Receipt and Review of E-mails (2xs) from Erick Mead regarding Continuance. Receipt and Review of E-mail from Kathy Peterson (County) regarding Rescheduled Show Cause Hearing.	0.2	\$120.00	\$24.00 ✓
4/2/2013	ENR	Conference with Wes Reeder regarding Hearing. Preparation, review and revision of Documentary Evidence for Show Cause Hearing. E-mail to Kathy Peterson (County) regarding Mead's Request for Continuance. Receipt and Review of E-mail from Kathy Peterson regarding Board's decision to Continue the Hearing.	1.2	\$41.67	\$50.00 ✓
4/2/2013	ENR	Conference with Wes Reeder regarding Hearing Continuance. Receipt and Review of e-mails from Wes Reeder and Ryan Ross regarding Stipulated Continuance (3xs). Drafting e-mail to Gene Valentino, Elisabeth Watson, and Scott Dean regarding Rescheduled Hearing date.	0.5	\$120.00	\$60.00 ✓
4/2/2013	HWR	Billable at no charge - review emails (x2) from attorney Mead re: continuance.	0.1	\$0.00	\$0.00 ✗
4/2/2013	HWR	Review email from Board chair re: continuance.	0.1	\$290.00	\$29.00 ✓
4/2/2013	HWR	Review email from Ryan Ross re: hearing continuance.	0.1	\$290.00	\$29.00 ✓
4/2/2013	HWR	Conference with Nicole Ransom re: contact with County re: Mead's motion to continue; review email from Kathy Peterson re: motion to continue; review Board rules; phone call to Ryan Ross re: request for continuance.	0.4	\$290.00	\$116.00 ✓
4/2/2013	HWR	Billable at no charge - review client email re: continuance request from Wood (@ 0.00).	0.1	\$0.00	\$0.00 ✗
4/12/2013	ENR	Receipt and Review of E-mail from Kathy Peterson regarding re-scheduled Grant Wood Show Cause Hearing for the next Board meeting. File Management.	0.2	\$120.00	\$24.00 ✓
4/12/2013	ENR	Receipt and Review of E-mail from Erick Mead regarding availability for next Board Meeting.	0.1	\$120.00	\$12.00 ✓
4/12/2013	ENR	Receipt and Review of E-mail from Kathy Peterson regarding re-scheduling of Show Cause Hearing.	0.1	\$120.00	\$12.00 ✓
4/12/2013	ENR	Receipt and Review of E-mail from Maureen Valentino regarding Lis Pendens to be bonded. Conference with Wes Reeder regarding Statutory Bond Amount. Receipt and Review of E-mail from Wes Reeder regarding Lis Pendens tied to Lien.	0.4	\$120.00	\$48.00 ✗
4/12/2013	ENR	E-mail to Kathy Peterson (County) regarding Show Cause Hearing. File Management.	0.2	\$120.00	\$24.00 ✓

Date	Atty	Description	Hours	Rate	Amount
4/12/2013	ENR	Receipt and Review of e-mail from Wes Reeder regarding ESP Lien Satisfaction. Legal Research regarding Lien Satisfaction. Telephone Call to JD Smith regarding Lien Satisfaction. E-mail to Wes Reeder regarding same.@ no charge	0.4	\$0.00	\$0.00
4/12/2013	ENR	Conference with Wes Reeder regarding Judgments, Lis Pendens, and Complaint. Legal Research regarding Complaint. Telephone Call to Harmony (Mead) requesting copy of Complaint.	0.7	\$120.00	\$84.00
4/12/2013	ENR	Receipt and Review of E-mail from Harmony (Mead) requesting Acceptance of Service of the Complaint on behalf of the Valentinos. E-mail to Wes Reeder regarding Waiver.	0.2	\$120.00	\$24.00
4/12/2013	HWR	Review lis pendens and County records; email to client re: Wood's suit, lis pendens; review email from client re: "judgments."	0.5	\$290.00	\$145.00
4/12/2013	HWR	Review email re: lien satisfaction; review and respond to Maureen's email re: bonding off lien.@ no charge	0.2	\$0.00	\$0.00
4/12/2013	HWR	E-mail from Gene re: judgments, liens; forward same to Nicole for action; phone call to Regions re: liens.@ no charge	0.3	\$0.00	\$0.00
4/12/2013	HWR	Billable at no charge - phone call with J. D. Smith re: lien satisfaction (@ 0.00); email to J. D. Smith re: lien satisfaction (@ 0.00); email to client re: lis pendens (@ 0.00).	0.3	\$0.00	\$0.00
4/12/2013	HWR	Review County records re: judgment, liens, lis pendens; phone call with Nicole Ransom re: lis pendens.@ no charge	0.3	\$0.00	\$0.00
4/14/2013	ENR	Conference with Wes Reeder regarding Acceptance of Service with 60-day Answer Deadline pursuant to Rules.	0.1	\$120.00	\$12.00
4/14/2013	HWR	Billable at no charge - review email from Kathy Peterson re: hearing date (@ 0.00).	0.1	\$0.00	\$0.00
4/14/2013	HWR	Review email re: competency hearing schedule; review email from Gene re: Sunday rain leaks.	0.2	\$290.00	\$58.00 ✓
4/14/2013	HWR	Billable at no charge - phone call with Gene re: Wood suit, Godwin lien (@ 0.00).	0.3	\$0.00	\$0.00
4/14/2013	HWR	Review and respond to email from Gene re: Wood filing suit, impact, strategy, position; review emails (x2) from Gene re: additional deficiencies and email to Gene re: same; email to Nicole Ransom re: action items re: suit; review email from Gene, Scott re: "late discovery."	0.3	\$290.00	\$87.00
4/14/2013	HWR	Billable at no charge - review email from Gene re: small holes in door.	0.1	\$0.00	\$0.00
4/14/2013	HWR	Review email from County re: schedule of hearing.	0.1	\$290.00	\$29.00 ✓
4/15/2013	ENR	File Management; Photos.	0.2	\$120.00	\$24.00
4/15/2013	ENR	Receipt and Review of E-mail from Wes Reeder outlining actions needed in bonding off lien, preparing for Hearing, Acceptance of Service, and Supplemental 558 Notice. File Management.	0.3	\$120.00	\$36.00
4/15/2013	ENR	Receipt and Review of Court Documents: Notice of E-mail Designations, Complaint, and Notice of Lis Pendens.	0.3	\$120.00	\$36.00
4/15/2013	ENR	E-mail to Harmony (Mead) regarding terms of Acceptance of Service. Receipt and Review of E-mail from Erick Mead accepting terms. File Management; Coordination of Acceptance of Service.	0.3	\$120.00	\$36.00
4/15/2013	ENR	Legal Research regarding Florida Statute 713.24, Transfer of Liens to Security. Legal Research regarding Legal Interest Rate Amount. Review of Claim of Lien and Statutory Interest Rate for Bond Amount. Calculate necessary Lien Bond Amount. Drafting Memo regarding Transfer of Liens to Security and Bond Calculation to Wes Reeder.	1.3	\$38.46	\$50.00
4/15/2013	ENR	File Management; Calculation of Answer Deadline and Coordination of same.@ no charge	0.2	\$0.00	\$0.00

Date	Atty	Description	Hours	Rate	Amount
4/15/2013	ENR	Telephone Call to Sue Garrett (2xs) regarding Recovery Fund. Conference with Wes Reeder regarding Recovery Fund.	0.4	\$120.00	\$48.00
4/15/2013	HWR	Review and respond to emails re: recovery fund; receipt and review of complaint; review statutory bond calculations.	0.5	\$290.00	\$145.00
4/15/2013	HWR	Review email from Mead re: acceptance of service.	0.1	\$290.00	\$29.00
4/16/2013	ENR	File Management; Coordination.@ no charge	0.1	\$0.00	\$0.00
4/16/2013	ENR	Receipt and Review of Proposed Acceptance of Service.@ no charge	0.2	\$0.00	\$0.00
4/16/2013	SEW	Review rules re: 60-day service deadline; preparation of draft Acceptance of Service.@ no charge	0.2	\$0.00	\$0.00
4/17/2013	ENR	Receipt and Review of Recorded Satisfaction and Release of Claim of Lien in Response to ESP Lien. Memo to Wes Reeder regarding same.@ no charge	0.3	\$0.00	\$0.00
4/17/2013	ENR	Conference with Wes Reeder regarding Show Cause Hearing Date. E-mail to Kathy Peterson (County) confirming proposed date.	0.3	\$120.00	\$36.00
4/17/2013	ENR	Receipt and Review of e-mail from Carol Cooper (Fisher Brown) with attached documents regarding Lien Bond Application, Personal Financial Statement, and Lien. Review Documents. Conference with Wes Reeder regarding Bond Requirements. Telephone Call to Key Insurance requesting Lien Bond Requirements. Telephone Call to McMahon & Hadder Insurance requesting Lien Bond Requirements. Memo to Wes Reeder regarding same.	1.3	\$120.00	\$156.00
4/17/2013	ENR	Receipt and Review of e-mail from Gene Valentino regarding Bond Approach.	0.1	\$120.00	\$12.00
4/17/2013	ENR	Receipt and Review of E-mail from Wes Reeder regarding ESP Lien Satisfaction.@ no charge	0.1	\$0.00	\$0.00
4/17/2013	ENR	Conference with Wes Reeder regarding Lien Bond Calculations. Telephone Call to County Court Clerk regarding Amount of Interest for Lien Bond. Memo to Wes Reeder regarding Same.	0.8	\$120.00	\$96.00
4/17/2013	ENR	Telephone Conference with Wes Reeder and Jennifer Smith regarding Judgments.	0.2	\$120.00	\$24.00
4/17/2013	ENR	Telephone Call to Scott Dean regarding new defects. Memo to Wes Reeder regarding defect details.	0.4	\$120.00	\$48.00
4/17/2013	ENR	Drafting Notice of Transfer of Security for Filing in County Court.	0.4	\$120.00	\$48.00
4/17/2013	ENR	Conference with Wes Reeder regarding Quotes for Price of Lien Bond. Telephone Call (3x) to Fisher Brown regarding Lien Bond. Memo to Wes Reeder regarding price of lien bond.	0.6	\$120.00	\$72.00
4/17/2013	HWR	Billable at no charge - email to Smith re: lien satisfaction (@ 0.00).	0.1	\$0.00	\$0.00
4/17/2013	HWR	Review email re: Scott Dean, new defect details; review email re: key insurance, McMahon & Hadder; email lien satisfaction to title company; review and respond to email re: date for show cause hearing; review email confirming May 15th hearing date.	0.5	\$290.00	\$145.00
4/17/2013	HWR	Review email from Fisher Brown re: bond requirements; conference with Nicole Ransom re: bond; email to client re: bond; receipt and review of satisfaction of lien re: Godwin.	0.4	\$290.00	\$116.00
4/17/2013	HWR	Review bond calculations; conference with Nicole Ransom re: same; email to client re bond, recovery fund.	0.3	\$290.00	\$87.00
4/17/2013	HWR	Telephone call with Jennifer Smith (LSI Title) re: lien issues.	0.2	\$290.00	\$58.00
4/18/2013	ENR	Receipt and Review of E-mail from Wes Reeder regarding Bond Collateral Options.	0.1	\$120.00	\$12.00
4/18/2013	ENR	Receipt and Review of E-mail from Gene Valentino confirming price of bond.	0.1	\$120.00	\$12.00
4/18/2013	ENR	Receipt and Review of Court Document: Acceptance of Service.	0.1	\$120.00	\$12.00

Date	Atty	Description	Hours	Rate	Amount
4/18/2013	HWR	Review and sign acceptance of service.	0.1	\$290.00	\$29.00
4/18/2013	HWR	Billable at no charge - conference with Nicole Ransom re: hearing date (@ 0.00)	0.1	\$0.00	\$0.00
4/18/2013	SEW	Electronic filing and service of Acceptance of Service.	0.1	\$75.00	\$7.50
4/19/2013	ENR	Receipt and Review of E-mail from Kathy Peterson regarding Grant Wood Show Cause Hearing.	0.1	\$120.00	\$12.00
4/19/2013	ENR	Receipt and Review of E-mails (2x) from Jennifer Smith regarding Judgment.	0.1	\$120.00	\$12.00
4/19/2013	HWR	Review and respond to email from Gene re: financial documents.	0.1	\$290.00	\$29.00
4/22/2013	ENR	Receipt and Review of E-mail from Wes Reeder regarding Financial Documents and Irrevocable Letter of Credit.	0.1	\$120.00	\$12.00
4/22/2013	ENR	Receipt and Review of E-mail from Wes Reeder regarding McMahon Hadder Insurance Forms. Telephone Call to Daniel (McMahon) regarding Financial Documents. E-mail to Wes Reeder regarding Telephone Call.	0.2	\$120.00	\$24.00
4/22/2013	ENR	Conference with Wes Reeder regarding Regions Pre-Approval as Issuing Entity of the Irrevocable Letter of Credit. E-mail to Carol Cooper (Fisher Brown) regarding approval of Regions Bank.	0.3	\$120.00	\$36.00
4/22/2013	HWR	Billable at no charge - review client email re: bond questions (@ 0.00)	0.1	\$0.00	\$0.00
4/22/2013	HWR	Review and respond to client email re: bond; email to Gene re: bond requirements; review email from Kathy Peterson to Mead re: hearing on 15th.	0.3	\$290.00	\$87.00
4/22/2013	HWR	Receipt and review of email from client re: bond; email to Regions re: line of credit.	0.1	\$290.00	\$29.00
4/22/2013	HWR	Telephone call with Gene re: bond application.	0.1	\$290.00	\$29.00
4/23/2013	ENR	Conference with Wes Reeder regarding Lien Bond. E-mail with attached form and specific instructions regarding the Irrevocable Letter of Credit to Bob Sanders and Cecilia Nanni (Regions).	0.4	\$120.00	\$48.00
4/23/2013	ENR	Preparation, review and revision of the General Application and General Guidelines for the Valentinos' Execution. Drafting E-mail to Gene and Maureen Valentino with attached Documents for Processing the Lien Bond.	0.7	\$60.00	\$42.00
4/23/2013	ENR	Telephone Call from Carol Cooper (Fisher Brown) Surety will not require Personal Financial Statement due to Amount of Bond. Conference with Wes Reeder regarding Same.	0.3	\$120.00	\$36.00
4/23/2013	ENR	Telephone Call from Maureen Valentino regarding Application. Revising Application and General Guidelines. E-mail update to Gene and Maureen Valentino.	0.4	\$120.00	\$48.00
4/23/2013	ENR	Conference with Wes Reeder regarding Lien Bond. Telephone Call to Carol regarding additional instructions for Forms. Memo to Wes Reeder regarding Forms.	0.4	\$120.00	\$48.00
4/23/2013	ENR	E-mail to Harmony (Mead) regarding Mead's availability for Show Cause Hearing.	0.1	\$120.00	\$12.00
4/23/2013	ENR	Telephone Call to Carol Cooper (Fisher Brown) regarding Regions Bank. Receipt and Review of E-mail from Carol Cooper with Confirmation of Regions and Instructions regarding Forms.	0.4	\$120.00	\$48.00
4/23/2013	HWR	Billable at no charge - review email from Grantwood re: hearing date.	0.1	\$0.00	\$0.00
4/23/2013	HWR	Review email from bond company re: ILOC; email to Nicole Ransom re: collateral deposit form; review emails re: bond; email to Nicole Ransom re: bond documents; conference with Nicole Ransom re: bond documents.	0.3	\$290.00	\$87.00
4/23/2013	HWR	Review email from Nicole Ransom to Regions re: bond process.	0.1	\$290.00	\$29.00

Date	Atty	Description	Hours	Rate	Amount
4/23/2013	HWR	Billable at no charge - review client email re: "approved bank" for bond (@ 0.00)	0.1	\$0.00	\$0.00
4/23/2013	HWR	Review emails (x5) from County re: hearing date.	0.1	\$290.00	\$29.00
4/24/2013	ENR	Receipt and Review of E-mail from Maureen Valentino with attached Executed Bond Application and Release of Collateral. Review and Finalize Documents. File Management.	0.4	\$120.00	\$48.00
4/24/2013	ENR	Receipt and Review of E-mail from Kathy Peterson regarding Show Cause Hearing. File Management; Coordination.	0.3	\$120.00	\$36.00 ✓
4/24/2013	HWR	Review emails (x2) re: hearing date confirmation.	0.1	\$290.00	\$29.00 ✓
4/25/2013	ENR	Receipt and Review of from Harmony (Mead) confirming Mead's availability for the Show Cause Hearing. Conference with Wes Reeder regarding Show Cause Hearing. Drafting E-mail to Gene Valentino, Maureen Valentino, Scott Dean, and Elisabeth Watson regarding Show Cause Hearing. E-mail to Kathy Peterson Witness List. File Management; Coordination.	0.8	\$120.00	\$96.00 ✓
4/25/2013	ENR	E-mail Bond Status Update to Gene and Maureen Valentino.	0.2	\$120.00	\$24.00 ✗
4/25/2013	HWR	Review email re: bond process (Gene & Nicole); phone call with Sue Garrett re: hearing issues, format; conference with Nicole Ransom re: hearing points.	0.4	\$290.00	\$116.00 ✗
4/25/2013	HWR	Review email re: Mead's confirmation of May 15th; email to Nicole Ransom re: notification to client, witnesses.	0.1	\$290.00	\$29.00 ✓
4/26/2013	ENR	Receipt and Review of E-mail from Erick Mead regarding Transcript or Recording of Competency Board Meeting.	0.1	\$120.00	\$12.00 ✓
4/26/2013	ENR	File Management; Coordination.	0.2	\$120.00	\$24.00 ✗
4/26/2013	HWR	Review emails (x5) re: bond processing issues; review emails (x3) from Mead/County re: copy of Competency Board minutes, recording.	0.2	\$290.00	\$58.00 ✓
4/26/2013	HWR	Review email from Mead re: County records.	0.1	\$290.00	\$29.00 ✗
4/29/2013	ENR	Conference with Wes Reeder regarding 558 Notice to Erick Mead and Show Cause Hearing.	0.2	\$120.00	\$24.00 ✓
4/29/2013	HWR	Conference with Nicole Ransom re: 558 notice, show cause hearing.	0.2	\$290.00	\$58.00 ✓
4/30/2013	ENR	Receipt and Review of e-mail from Carol Cooper (Fisher Brown) regarding Bond Application Status. E-mail to Carol regarding status.	0.3	\$120.00	\$36.00 ✗
5/1/2013	ENR	Telephone Call to Cecilia Nanni (Regions) requesting update regarding Irrevocable Letter of Credit. Left Voice Mail. E-mail follow-up to Cecilia requesting status. Receipt and Review of E-mail from Cecilia regarding Letter of Credit.	0.3	\$120.00	\$36.00 ✗
5/1/2013	ENR	E-mail to Carol Cooper (Fisher Brown) with update regarding Irrevocable Letter of Credit.	0.1	\$120.00	\$12.00 ✗
5/1/2013	ENR	Conference with Wes Reeder regarding Mead e-mails and Show Cause Hearing. E-mail to Gene Valentino and Scott Dean regarding location of issues.	0.2	\$120.00	\$24.00 ✓
5/1/2013	HWR	Review and respond to Mead re: Valentino hearing.	0.3	\$290.00	\$87.00 ✓
5/1/2013	HWR	Receipt and review of email from Mead re: lien action, circuit court; review email from County attorney re: hearing format; email to Mead re: meeting pre-hearing; email to Mead re: lien issues.	0.4	\$290.00	\$116.00 ✗
5/2/2013	ENR	Receipt and Review of E-mail from Maureen Valentino regarding Site Visit.	0.1	\$120.00	\$12.00 ✗
5/2/2013	ENR	Receipt and Review of Court Document: Motion for Stay of Administrative Proceeding.	0.2	\$120.00	\$24.00 ✓
5/2/2013	ENR	Receipt and Review of E-mails (2xs) from Harmony (Mead) regarding site visit. File Management; Coordination.	0.2	\$120.00	\$24.00 ✗

Date	Atty	Description	Hours	Rate	Amount
5/2/2013	ENR	Receipt and Review of e-mail from Cecilia Nanni (Regions) regarding status of Irrevocable Letter of Credit.	0.1	\$120.00	\$12.00
5/2/2013	ENR	Receipt and Review of E-mail from Ryan Ross regarding Cited Authorities in Mead's Motion to Stay.	0.1	\$120.00	\$12.00 ✓
5/2/2013	ENR	Receipt and Review of Court Document: Notice of Demand for Jury Trial.	0.2	\$120.00	\$24.00
5/2/2013	ENR	Receipt and Review of E-mail from Wes Reeder regarding Site Visit.	0.1	\$120.00	\$12.00
5/2/2013	HWR	Receipt and review of notice of demand for jury trial.	0.1	\$290.00	\$29.00
5/2/2013	HWR	Review email from Mead re: "unfair process," issues re: Board and respond to same; email to Gene re: Mead's emails; review law re: motion to stay.	0.5	\$290.00	\$145.00 ✓
5/2/2013	HWR	Review and forward email re: site visit.	0.1	\$290.00	\$29.00
5/2/2013	HWR	Review emails re: execution of bond documents.	0.1	\$290.00	\$29.00
5/2/2013	HWR	Billable at no charge - review emails (x2) re: site visit (@ 0.00).	0.1	\$0.00	\$0.00
5/3/2013	ENR	Receipt and Review of E-mail from Jennifer Smith requesting status of Lien Bond.	0.1	\$120.00	\$12.00
5/3/2013	ENR	E-mails to (3x) and from (3x) Carol Cooper (Fisher Brown) regarding status of Lien Bond Documents and Coordination of Execution.	0.2	\$120.00	\$24.00
5/3/2013	ENR	Receipt and Review of E-mail from Cecilia Nanni providing update on the Irrevocable Letter of Credit.	0.1	\$120.00	\$12.00
5/5/2013	HWR	Billable at no charge - review email from Maureen re: response to Mead (@ 0.00).	0.1	\$0.00	\$0.00
5/5/2013	HWR	Review client email re: proceeding with action re: County.	0.1	\$290.00	\$29.00
5/5/2013	HWR	Review email from Board attorney re: motion to stay; email to Andrea Lyons re: research re: motion to stay.	0.2	\$290.00	\$58.00
5/5/2013	HWR	Billable at no charge - review client email to Cecelia re: bond status (@ 0.00).	0.1	\$0.00	\$0.00
5/6/2013	ENR	Receipt and Review of E-mail from Harmony (Mead) regarding Site Visit. Conference with Wes Reeder regarding Site Visit. Telephone Call to Scott Dean regarding Site Visit. E-mail to Wes Reeder and Sherry Ware regarding Site Visit. Receipt and review of E-mail from Wes Reeder regarding Site Visit. E-mail to Harmony (Mead) confirming date and time of Site Visit. E-mail to Scott Dean confirming date and time of Site Visit.	0.7	\$120.00	\$84.00
5/6/2013	HWR	Conference with Nicole Ransom re: site visit, coordination with Scott Dean; review and respond to email from Nicole Ransom re: site visit.	0.2	\$290.00	\$58.00
5/6/2013	HWR	Billable at no charge - review emails (x4) re: site visit coordination (@ 0.00).	0.1	\$0.00	\$0.00
5/7/2013	ACL	E-mails on Show Cause hearing.	0.1	\$175.00	\$17.50 ✓
5/7/2013	ENR	Receipt and Review of e-mail from Scott Dean regarding site visit. @ no charge	0.1	\$0.00	\$0.00
5/7/2013	ENR	Receipt and Review of Kathy Peterson regarding Show Cause Hearing. @ no charge	0.1	\$0.00	\$0.00 ✗
5/7/2013	ENR	Receipt and Review of e-mail from Gene Valentino regarding litigation plan.	0.1	\$120.00	\$12.00
5/7/2013	HWR	Receipt and review of email from client re: Mead's strategy; receipt and review of email re: site visit, coordination with Scott Dean.	0.2	\$290.00	\$58.00
5/7/2013	HWR	Review email from Kathy Peterson re: hearing issues; email to Ryan Ross.	0.1	\$290.00	\$29.00 ✓

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\$203.50

Date	Atty	Description	Hours	Rate	Amount	
5/8/2013	ACL	Prepare for hearing. Read Mr. Meads' Complaint. Review of outstanding issues. Review e-mails and points of reference for dispute.	1	\$175.00	\$175.00	✓
5/8/2013	ACL	Meet with Wes regarding Board disciplinary action and civil suit filed.	0.2	\$175.00	\$35.00	✓
5/8/2013	HWR	Conference with Andrea Lyons re: research re: motion to stay; site visit with attorney Mead and Scott Dean.	3.2	\$290.00	\$928.00	✓
5/9/2013	ACL	Research and distinguish case law. Prepare for motion to stay hearing.	1.3	\$175.00	\$227.50	✓
5/9/2013	ACL	Work on matters for hearing. E-mails about staying procedure. Deal with jurisdictional issues. Meet with Nicole regarding same. E-mails to Wes.	0.7	\$175.00	\$122.50	✓
5/9/2013	ENR	Telephone Call with Wes Reeder regarding Grantwood Show Cause Hearing. Memo to Andrea Lyons regarding same. @ no charge	0.2	\$0.00	\$0.00	✓
5/9/2013	ENR	Conference with Andrea Lyons regarding Grantwood Show Cause Hearing. @ no charge	0.4	\$0.00	\$0.00	✓
5/10/2013	ENR	Receipt and Review of e-mails (5x) regarding the status of the Irrevocable Letter of Credit. E-mail status update to Carol Cooper (Fisher Brown).	0.3	\$120.00	\$36.00	✗
5/10/2013	HWR	Review email from Mead re: automatic stay.	0.1	\$290.00	\$29.00	✓
5/10/2013	HWR	Billable at no charge - receipt and review of emails (x2) from bank re: bond issue (@ 0.00).	0.1	\$0.00	\$0.00	✗
5/10/2013	HWR	Review court email re: recusal of Judge Kinsey.	0.1	\$290.00	\$29.00	✗
5/10/2013	HWR	Billable at no charge - email to client re: Kinsey recusal.	0.1	\$0.00	\$0.00	✗
5/13/2013	ENR	Conference with Wes Reeder and Sherry Ware regarding Designation of E-mails Notice.	0.2	\$120.00	\$24.00	✗
5/13/2013	ENR	Receipt and Review of Court Document: Order of Recusal (Pat Kinsey).	0.1	\$120.00	\$12.00	✗
5/13/2013	ENR	Receipt and Review of E-mail from Wes Reeder regarding Automatic Stay under County Code. Legal Research regarding Ordinance. Conference with Wes Reeder regarding Ordinance.	0.4	\$120.00	\$48.00	✓
5/13/2013	HWR	Review email from County attorney re: Board policy re: referral to civil action.	0.1	\$290.00	\$29.00	✓
5/13/2013	HWR	Billable at no charge - email to client re: Board policy re: case referral; review email from Ryan Ross re: conference with County staff re: Board referral/policy (@ 0.00).	0.2	\$0.00	\$0.00	✓
5/14/2013	ENR	Receipt and Review of E-mail from Jennifer Smith requesting update to bonding off judgment.	0.1	\$120.00	\$12.00	✗
5/14/2013	ENR	Preparation, review, and revision of Documentary Evidence to be presented at Show Cause Hearing.	4.4	\$68.18	\$300.00	✓
5/14/2013	ENR	Conference with Wes Reeder regarding Additional Damages Pictures to be presented at Hearing. Preparation, Review, and Revision of Letter to Erick Mead and Enclosure CD containing Photos.	1.4	\$71.43	\$100.00	✓
5/14/2013	ENR	Receipt and Review of E-mail from Carol Cooper (Fisher Brown) regarding issues with Letter of Credit.	0.1	\$120.00	\$12.00	✗
5/14/2013	ENR	Conference with Wes Reeder regarding Hearing preparation. Assisting Wes Reeder with preparation for Show Cause Hearing.	1.1	\$120.00	\$132.00	✓

\$2126.00

Date	Atty	Description	Hours	Rate	Amount
5/14/2013	ENR	Preparation, review, and revision of Documentary Evidence to be presented at Show Cause Hearing including Damages Spreadsheet and Documents to be presented to Board. E-mail to Scott Dean requesting additional re-work invoices after week ending 03/22/13. Telephone Call to Scott Dean regarding Damages and Show Cause Hearing. Telephone Call to Elisabeth Watson regarding Show Cause Hearing. Receipt and Review of E-mailed additional photos from Scott Dean. Conference with Wes Reeder regarding additional photos. E-mail to Kathy Peterson regarding Hearing logistics. Assisting with Preparation of Gene Valentino Non-Attendance Letter to Board Chairman.	2.3	\$65.22	\$150.00 ✓
5/14/2013	ENR	E-mail to Jennifer Smith, Cecilia Nanni, Bob Sanders, Sheila Hammond, Gene and Maureen Valentino regarding issues with the Irrevocable Letter of Credit.	0.4	\$120.00	\$48.00 ✗
5/14/2013	ENR	Receipt and Review of Executed Irrevocable Letter of Credit. E-mail copy of Letter of Credit to Carol Cooper (Fisher Brown).	0.2	\$120.00	\$24.00 ✗
5/14/2013	HWR	Billable at no charge - review motion to stay, case law re: stay.	0.5	\$0.00	\$0.00 ✓
5/14/2013	HWR	Review email re: sun room invoices.	0.1	\$290.00	\$29.00 ✗
5/14/2013	HWR	Conference with Nicole Ransom re: preparation for hearing.	0.2	\$290.00	\$58.00 ✓
5/14/2013	HWR	Telephone call to Gene re: hearing.	0.1	\$290.00	\$29.00 ✓
5/14/2013	HWR	Dictate letter for Gene to Board; meeting with Gene re: proceeding, letter; conference with Andrea Lyons re: research re: case law; prepare for hearing.	1.9	\$290.00	\$551.00 ✓
5/15/2013	ENR	Receipt and Review of e-mail from Jennifer Smith regarding Lien Bond. E-mail to Jennifer Smith providing update.	0.2	\$120.00	\$24.00 ✗
5/15/2013	ENR	Preparing Application and Release of Collateral to be couriered to Carol Cooper (Fisher Brown). E-mail to Carol Cooper stating same. Receipt and Review of E-mail from Carol Cooper regarding Additional Bond Issue. E-mail lien bond update to Jennifer Smith. E-mail to Cecilia Nanni, Bob Sanders, Sheila Hammond, Gene and Maureen Valentino, and Wes Reeder Additional Lien Bond Issue in relation to Letter of Credit.	0.8	\$120.00	\$96.00 ✗
5/15/2013	HWR	Telephone call to Gene re: hearing results.	0.1	\$290.00	\$29.00 ✓
5/15/2013	HWR	Prepare for and attend Competency Board hearing; review email from bank re: letter of credit.	2.3	\$290.00	\$667.00 ✓
5/16/2013	ENR	Conference with Wes Reeder regarding Lien Bond.	0.1	\$120.00	\$12.00
5/16/2013	ENR	File Management; Discovery.	0.1	\$120.00	\$12.00
5/16/2013	HWR	Review emails (x2) re: lien and bond issue.	0.1	\$290.00	\$29.00
5/16/2013	HWR	Billable at no charge - review emails (x3) re: amendment to letter of credit (@ 0.00).	0.1	\$0.00	\$0.00
5/16/2013	SEW	Preparation of draft request for production and request for admissions to Grantwood.	0.5	\$75.00	\$37.50
5/17/2013	HWR	Telephone call with Gene and Maureen re: status, litigation plan.	0.2	\$290.00	\$58.00
5/20/2013	SEW	E-mail reminder to Wes Reeder and Nicole Ransom re: answer deadline. @ no charge	0.1	\$0.00	\$0.00
5/22/2013	ENR	Receipt and Review of Court Document: Order of Recusal of Judge.	0.1	\$120.00	\$12.00
5/22/2013	HWR	Receipt and review of order of recusal from Judge Williams.	0.1	\$290.00	\$29.00
5/28/2013	ACL	Work on counter-complaint. Meet with Wes regarding same. @ no charge	0.4	\$0.00	\$0.00

Date	Atty	Description	Hours	Rate	Amount
5/28/2013	ENR	Receipt and Review of E-mail from Carol Cooper (Fisher Brown) regarding Bond Release. Telephone Call to Carol Cooper regarding Bond Release. Conference with Wes Reeder regarding same. File Management; Coordination.	0.4	\$120.00	\$48.00
5/28/2013	ENR	Receipt and Review of E-mail from Gene Valentino regarding execution of Lien Bond.	0.1	\$120.00	\$12.00
5/28/2013	ENR	Receipt and Review of Court Document: Second Order of Recusal. File Management.	0.2	\$120.00	\$24.00
5/28/2013	ENR	Receipt and Review of E-mail from Jennifer Smith requesting update regarding Lien Bond.	0.1	\$120.00	\$12.00
5/28/2013	ENR	Receipt and Review of Lien Bond. Conference with Sherry Ware regarding Execution of same. E-mail to Jennifer Smith with update regarding Bond status.	0.3	\$120.00	\$36.00
5/28/2013	HWR	Conference with Niccle Ransom re: answer and counterclaim.	0.4	\$290.00	\$116.00
5/28/2013	HWR	Review email re: bond issuance.	0.1	\$290.00	\$29.00
5/29/2013	ENR	Telephone Call from Dean Kirschner regarding Lien Bond.	0.2	\$120.00	\$24.00
5/29/2013	ENR	File Management.	0.2	\$120.00	\$24.00
5/29/2013	ENR	Telephone Call to Dean Kirschner regarding Lien Bond.	0.1	\$120.00	\$12.00
5/29/2013	SEW	Telephone call with clerk re: procedure for recording lien bond; revision of notice of transfer to security; preparation of letter to clerk enclosing bond form and notice of transfer to security. @ no charge	0.3	\$0.00	\$0.00
5/30/2013	ACL	Start reading Complaint. Prepare for counter-complaint. @ no charge	0.6	\$0.00	\$0.00
5/30/2013	ACL	Review, read and analyze case file documents. Work on facts of case in preparation for Counterclaim. Meetings with Nicole regarding same. Legal research & briefing	2.5	\$175.00	\$437.50
6/3/2013	HWR	Billable at no charge - email to Gene re: invoice (@ 0.00).	0.1	\$0.00	\$0.00
6/4/2013	ACL	Discuss discovery with Nicole.	0.3	\$175.00	\$52.50
6/4/2013	ENR	Receipt and Review of E-mail from Clerk's Office regarding Transfer of Security.	0.1	\$120.00	\$12.00
6/4/2013	ENR	Conference with Andrea Lyons regarding Request for Admission and Request for Production to Grantwood Contracting.	0.3	\$120.00	\$36.00
6/4/2013	HWR	Review email re: bond execution by client.@ no charge	0.1	\$0.00	\$0.00
6/5/2013	ENR	Receipt and Review of executed Transfer of Lien to Security.@ no charge	0.2	\$0.00	\$0.00
6/7/2013	ACL	Research affirmative defenses. Begin draft of Answer and Affirmative Defenses and Counterclaim. Review Florida statute regarding construction defects and fraudulent liens. Research missappropriation of funds, civil theft and fraudulent liens. Work on counts for Counterclaim.	5.8	\$120.69	\$700.00
6/7/2013	ENR	Assisting Andrea Lyons with drafting of Counterclaim (Civil Theft Count).@ no charge	0.3	\$0.00	\$0.00
6/7/2013	ENR	Receipt and Review of E-mail from Jennifer Smith requesting status of bond. E-mail to Jennifer Smith with attached Certificate of Transfer to Lien to Security.	0.2	\$120.00	\$24.00
6/9/2013	HWR	Billable at no charge - review email from client re: lien transfer bond (@ 0.00); review email from Nicole Ransom to bank confirming bond (@ 0.00).	0.2	\$0.00	\$0.00
6/9/2013	HWR	Review email from bank re: filing transfer bond.	0.1	\$290.00	\$29.00
6/10/2013	ENR	File Management; Answer, Affirmative Defenses, and Counterclaim.	0.1	\$120.00	\$12.00
6/10/2013	HWR	Telephone call with Andrea Lyons re: status of counterclaim.	0.1	\$290.00	\$29.00

Date	Atty	Description	Hours	Rate	Amount
6/11/2013	ACL	Continue working on drafting complaint. Work on fraudulent lien count. Revise breach of contract and unjust enrichment counts.	3	\$100.00	\$300.00
6/12/2013	ACL	Draft Misapplication of funds count and civil theft count. Research statute for both. Work on construction defect information. Finish drafting complaint and formulating all exhibits. Review and finalize same.	4.5	\$88.89	\$400.00
6/12/2013	ENR	Assisting Andrea Lyons with drafting of Counterclaim.	0.2	\$120.00	\$24.00
6/12/2013	ENR	Receipt and Review of E-mail from Gene Valentino regarding Counterclaim.@ no charge	0.1	\$0.00	\$0.00
6/12/2013	ENR	File Management; Answer, Affirmative Defenses, and Counterclaim.@ no charge	0.2	\$0.00	\$0.00
6/12/2013	HWR	Review draft complaint; conference with Andrea Lyons re: same.	0.2	\$290.00	\$58.00
6/12/2013	LGN	Work on answer and counter suit. Work on preparing exhibits for same.	1.1	\$100.00	\$110.00
6/13/2013	CSN	CNF w/ENR RE 713.345 applicability as an affirmative defense to this case.@ no charge	0.5	\$0.00	\$0.00
6/13/2013	ENR	Conference with Wes Reeder regarding Court Transfer. Telephone Call to County Civil Court regarding Transfer of Case to Circuit Civil.	0.3	\$120.00	\$36.00
6/13/2013	ENR	Assisting Wes Reeder with Review and Revision of Answer, Affirmative Defenses, and Counterclaim.	0.9	\$120.00	\$108.00
6/13/2013	ENR	Conference with Wes Reeder regarding Misappropriation of Funds, Florida Statutes 713.345. Conference with Chrisandra Nash regarding Florida Statute 713.345 research.@ no charge	0.4	\$0.00	\$0.00
6/13/2013	HWR	Review and revise answer, affirmative defenses and counterclaim.	1.4	\$290.00	\$406.00
6/13/2013	HWR	Continued preparation of complaint, add counts re: bond, civil theft.@ no charge	0.5	\$0.00	\$0.00
6/13/2013	HWR	Review building code violation count.	0.2	\$290.00	\$58.00
6/14/2013	ACL	E-mail regarding filing counterclaim.	0.1	\$175.00	\$17.50
6/14/2013	ENR	Conference with Wes Reeder regarding Motion to Transfer to Circuit Court.	0.1	\$120.00	\$12.00
6/14/2013	HWR	Review and sign answer and counterclaim; conference with Nicole Ransom re: motion to transfer to circuit court.	0.3	\$290.00	\$87.00
6/14/2013	HWR	Conference with Sherry Ware re: counterclaim revisions; review and revise complaint.	0.7	\$290.00	\$203.00
6/19/2013	ACL	Work on matters for meeting. E-mails regarding Order on Motion to Transfer.	0.2	\$175.00	\$35.00
6/19/2013	ACL	Draft Motion to Transfer to Circuit Court. Review of Fla. R. Civ. P. 1.060(a). E-mails on same. Revise and finalize motion for filing.	1	\$175.00	\$175.00
6/19/2013	ACL	Meeting with Nicole. Review of e-mails and status of moving forward with discovery.	0.5	\$175.00	\$87.50
6/19/2013	ENR	Conference with Wes Reeder regarding Meeting with Clients (Gene and Maureen Valentino). Telephone Call to Maureen Valentino regarding meeting to discuss Litigation Plan, Discovery, Mediation, Costs, etc. Telephone Call to Dean Kirschner regarding Meeting.	0.4	\$120.00	\$48.00
6/19/2013	ENR	Conference with Andrea Lyons regarding Discovery to be propounded onto Grantwood and Motion to Transfer Case from County to Circuit Court.	0.3	\$120.00	\$36.00
6/19/2013	ENR	Review of Motion to Transfer Case to Circuit Court. File Management.@ no charge	0.3	\$0.00	\$0.00
6/19/2013	HWR	Conference with staff re: meeting with client.	0.1	\$290.00	\$29.00
6/19/2013	HWR	Review motion to transfer to circuit court; email to Andrea Lyons re: motion to transfer; phone call to County Attorney re: Valentino competency hearing.	0.3	\$290.00	\$87.00

Date	Atty	Description	Hours	Rate	Amount
6/20/2013	ACL	Draft proposed Order for Motion to Transfer.	0.4	\$175.00	\$70.00
6/20/2013	ACL	Work on discovery and considerations for Request for Admission. Review complaint and Answer and Counterclaim.	0.8	\$93.75	\$75.00
6/20/2013	ACL	Review letter to Judge Dannheiser	0.1	\$175.00	\$17.50
6/20/2013	ENR	Voice Mail from Dean Kirschner regarding Meeting. Return call to Dean Kirschner regarding Meeting. Memo to Wes Reeder and Andrea Lyons regarding Client Meeting.	0.3	\$120.00	\$36.00
6/20/2013	ENR	Conference with Wes Reeder regarding Client Meeting.	0.1	\$120.00	\$12.00
6/20/2013	ENR	File Management; Coordination of Client Meeting.@ no charge	0.4	\$0.00	\$0.00
6/20/2013	ENR	Receipt and Review of Service of Court Documents: Motion to Transfer to Circuit Court and Proposed Order on the Same.	0.1	\$120.00	\$12.00
6/20/2013	HWR	Review and sign letter to court re: transfer of jurisdiction; review and approve motion to transfer.	0.2	\$290.00	\$58.00
6/20/2013	HWR	Telephone call with County Attorney re: Competency Board.	0.3	\$290.00	\$87.00
6/20/2013	HWR	Conference with Nicole Ransom re: meeting with client.	0.1	\$290.00	\$29.00
6/20/2013	SEW	Preparation of letter to judge enclosing proposed order re: motion to transfer; electronic filing and service of motion to transfer.	0.3	\$75.00	\$22.50
6/21/2013	ACL	E-mails regarding meeting. Work on matters for same. Review documents preparing for discovery.	0.2	\$175.00	\$35.00
6/21/2013	ACL	Meeting with Gene Valentino. Draft memo to file to track status. Considerations with moving forward.	2	\$125.00	\$250.00
6/21/2013	ENR	Assisting Wes Reeder and Andrea Lyons with preparation for client meeting.@ no charge	0.3	\$0.00	\$0.00
6/21/2013	HWR	Meeting with Gene re: status.	0.3	\$290.00	\$87.00
6/21/2013	HWR	Billable at no charge - phone call with Gene re: meeting to discuss status (@ 0.00).	0.1	\$0.00	\$0.00
6/21/2013	HWR	Telephone call with Gene re: status; notes for meeting with Gene.	0.3	\$290.00	\$87.00
6/21/2013	HWR	Billable at no charge - meeting with Gene re: status, fees, risks, procedures, CILF, criminal activity (@ 0.00).	1	\$0.00	\$0.00
6/24/2013	ENR	Telephone Call from Gene Valentino regarding Public Records Request. E-mail to Wes Reeder and Andrea Lyons a Summation of Telephone Conversation.	0.3	\$120.00	\$36.00
6/24/2013	HWR	Review email from client re: public records requests; phone call with Gene re: public records request.	0.2	\$290.00	\$58.00
6/25/2013	ACL	E-mail from Court. Work on matters regarding public record request. Receipt of Order granting transfer. E-mails to and from Nicole.	0.3	\$175.00	\$52.50
6/25/2013	ENR	Receipt and Review of Court Document: Order Granting Valentino Motion to Transfer to Circuit Court.	0.1	\$120.00	\$12.00
6/25/2013	ENR	Telephone Call from Dean Kirschner regarding Meeting with State Attorney. E-mail to Wes Reeder regarding same.	0.2	\$120.00	\$24.00
6/25/2013	ENR	Receipt and Review of E-mail from Wes Reeder regarding Meeting with State Attorney.	0.1	\$120.00	\$12.00
6/25/2013	HWR	E-mail to Gene re: meeting with State Attorney's Office; review e-mail from Dean Kirshner re: client availability to meet.	0.2	\$290.00	\$58.00
6/25/2013	HWR	Telephone call with Allison Rogers re: public records request; phone call with Greg Marcille re: meeting to discuss lien.	0.4	\$290.00	\$116.00
6/25/2013	HWR	Conference with Sherry Ware re: meeting with State Attorney's Office.	0.1	\$290.00	\$29.00
6/25/2013	HWR	Review emails (x2) from client re: criminal sanctions; receipt and review of order transferring to circuit court.	0.2	\$290.00	\$58.00

Date	Atty	Description	Hours	Rate	Amount
6/28/2013	HWR	Receipt and review of order transferring to circuit court.	0.1	\$290.00	\$29.00
6/29/2013	ACL	E-mails regarding answer to counterclaim. review court docket.	0.2	\$175.00	\$35.00
7/1/2013	ENR	Conference with Wes Reeder regarding meeting with State Attorney. Assisting Wes Reeder with Preparation for Meeting with State Attorney.	0.8	\$120.00	\$96.00
7/1/2013	ENR	Receipt and Review of E-mail from Carol Cooper (Fisher Brown) regarding payment for lien bond. Conference with Sherry Ware regarding payment.	0.2	\$120.00	\$24.00
7/1/2013	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Grantwood's Answer to Counterclaim. Response regarding same.	0.1	\$120.00	\$12.00
7/1/2013	ENR	Conference with Andrea Lyons regarding Meeting with State Attorney.@ no charge	0.2	\$0.00	\$0.00
7/1/2013	HWR	Conference with Nicole Ransom re: visit with State Attorney's Office re: lien issues.	0.1	\$290.00	\$29.00
7/1/2013	HWR	Review materials for meeting with State Attorney's Office; meeting with client, State Attorney's office re: Grantwood lien.	1.3	\$290.00	\$377.00
7/2/2013	ENR	Conference with Wes Reeder regarding ESP Invoice Reconciliation and Documents for State Attorney.	0.4	\$120.00	\$48.00
7/2/2013	ENR	Receipt and Review of E-mail from Maureen Valentino regarding payment for lien bond. E-mail to Carol Cooper (Fisher Brown) regarding status of payment for lien bond.	0.2	\$120.00	\$24.00
7/2/2013	HWR	Conference with Nicole Ransom re: materials for state attorney's office.	0.1	\$290.00	\$29.00
7/2/2013	HWR	Conference with Nicole Ransom re: invoice reconciliation.	0.3	\$290.00	\$87.00
7/3/2013	ACL	Check matters on Answer to counterclaim. Work on discovery issues.	0.3	\$175.00	\$52.50
7/3/2013	ENR	File Management; Research Court Docket for Case Transfer to Circuit Court. Telephone Calls to Court Clerk regarding Errors in Docket Information. Conference with Sherry Ware regarding Court Discrepancies.@ no charge	0.6	\$0.00	\$0.00
7/5/2013	ENR	Conference with Wes Reeder regarding Court Docket error. Telephone Call to Court Clerk regarding Docketing Errors.@ no charge	0.4	\$0.00	\$0.00
7/5/2013	HWR	Review e-mail from attorney Partington re: new Wood suits; phone call with Partington re: Wood; conference with Nicole Ransom re: docket review.	0.2	\$290.00	\$58.00
7/8/2013	ENR	Conference with Wes Reeder regarding Florida Rules regarding Answer to Counterclaim.@ no charge	0.3	\$0.00	\$0.00
7/8/2013	HWR	Billable at no charge - conference with staff; review Rules re: Wood's deadline for response to counterclaim (@ 0.00).	0.3	\$0.00	\$0.00
7/9/2013	ENR	Telephone Call to Court Technology Department regarding Court Docket. Telephone Call to Court Clerk regarding Court Docket. Telephone Call to County/Circuit Manager regarding Court Docket.@ no charge	1.2	\$0.00	\$0.00
7/10/2013	ACL	Work on matters of defaulting plaintiff/counter-defendant. E-mails on same.	0.3	\$175.00	\$52.50
7/10/2013	ENR	Review of Client Documents (Invoices) and ESP Invoices for Analysis. Drafting E-mail to Gene and Maureen Valentino regarding Missing Documents.	0.4	\$120.00	\$48.00
7/10/2013	ENR	File Management; Court Docket.@ no charge	0.2	\$0.00	\$0.00
7/11/2013	ACL	E-mails regarding default of Plaintiff/Counter-Defendant.	0.1	\$175.00	\$17.50
7/11/2013	ENR	File Management; Grantwood's Answer to Counterclaim Deadline; E-mails to Andrea Lyons and Wes Reeder regarding same. Circuit Court Filing Fees.	0.3	\$120.00	\$36.00

Date	Atty	Description	Hours	Rate	Amount
7/11/2013	HWR	Billable at no charge - review and respond to Maureen re: new case number (@ 0.00).	0.1	\$0.00	\$0.00
7/11/2013	HWR	Conference with Andrea Lyons re: default.	0.1	\$290.00	\$29.00
7/12/2013	ACL	E-mail from Gene. Considerations regarding bank statements.	0.1	\$175.00	\$17.50
7/12/2013	ENR	Receipt and Review of E-mail from Gene Valentino regarding Invoices and Payments to Grantwood.	0.1	\$120.00	\$12.00
7/14/2013	HWR	Review and reply to Gene's e-mail re: action by assistant state attorney.	0.1	\$290.00	\$29.00
7/15/2013	ACL	Confirm moving forward with default.	0.1	\$175.00	\$17.50
7/15/2013	ENR	Receipt and Review of E-mails (2x) from Wes Reeder and Gene Valentino regarding Invoices and Payments to Grantwood and Banking Documents.	0.1	\$120.00	\$12.00
7/15/2013	HWR	E-mail from Gene re: collecting information from bank for state attorney's office.	0.1	\$290.00	\$29.00
7/15/2013	HWR	E-mail to Gene re: new flooring issues; review e-mail from Gene re: new repairs, previous repairs.	0.2	\$290.00	\$58.00
7/17/2013	ENR	Review of File regarding ESP Invoices and Payments made by Grantwood. Telephone Call to Tom Godwin (ESP) regarding Project File.	0.9	\$120.00	\$108.00
7/18/2013	ACL	Review and finalize Motion for Default and Clerk's Default. E-mails regarding same.	0.2	\$175.00	\$35.00
7/18/2013	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Default against Grantwood.@ no charge	0.1	\$0.00	\$0.00
7/18/2013	ENR	Review of Court Docket in Preparation for Filing of Motion for Default.@ no charge	0.2	\$0.00	\$0.00
7/18/2013	ENR	Receipt and Review of Court Document: Motion for Default and Proposed Clerk's Default.@ no charge	0.1	\$0.00	\$0.00
7/18/2013	HWR	Review client e-mail re: bank information re: payments to Wood.	0.1	\$290.00	\$29.00
7/18/2013	HWR	Receipt and review of order transferring case to circuit court.	0.1	\$290.00	\$29.00
7/18/2013	HWR	Billable at no charge - review e-mail re: filing of default motion (@ 0.00).	0.1	\$0.00	\$0.00
7/18/2013	HWR	Billable at no charge - review proposed motion for default; review e-mails (x2) re: motion for default (@ 0.00).	0.3	\$0.00	\$0.00
7/18/2013	SEW	Preparation of motion for default and clerk's default.	0.2	\$75.00	\$15.00
7/19/2013	ACL	Receipt and review Answer and Affirmative Defense to Counterclaim. Considerations of replying to same. E-mails on same.	0.5	\$175.00	\$87.50
7/19/2013	ACL	Research case law and statutes regarding time for answering counterclaim after grant of transfer. Review Civil Rule of Procedure 1.170 and 1.140. E-mail to Wes regarding findings.	1.8	\$55.56	\$100.00
7/19/2013	ACL	E-mails with Wes regarding default.@ no charge	0.1	\$0.00	\$0.00
7/19/2013	ACL	Work on default issue and timing of same. Telephone call from Eric Mead.@ no charge	0.2	\$0.00	\$0.00
7/19/2013	ENR	Receipt and Review of Court Document: Answer and Affirmative Defenses to Counterclaim. E-mail to Wes Reeder and Andrea Lyons regarding Answer and Affirmative Defenses. Telephone Call from Wes Reeder regarding Answer.	0.4	\$120.00	\$48.00
7/19/2013	ENR	Receipt and Review of E-mail from Wes Reeder regarding Motion for Default.@ no charge	0.1	\$0.00	\$0.00
7/19/2013	HWR	Billable at no charge - phone call from Mead re: default; numerous e-mails re: default (@ 0.00).	0.3	\$0.00	\$0.00
7/19/2013	HWR	Telephone call from attorney Mead re: default deadline; review e-mail from Andrea Lyons re: research on motion for default.	0.3	\$290.00	\$87.00

Date	Atty	Description	Hours	Rate	Amount
7/19/2013	HWR	Receipt and review of Wood's answer to counterclaim with affirmative defenses; e-mail to Andrea Lyons re: reply to affirmative defenses.	0.4	\$290.00	\$116.00
7/22/2013	ACL	Meeting with Gene. Review Regions bank statements for electronic payments.	0.6	\$175.00	\$105.00
7/22/2013	ACL	E-mails from Gene. Review status.	0.3	\$175.00	\$52.50
7/22/2013	ENR	Receipt and Review of E-mail from Gene Valentino regarding Grantwood Payments. Conference with Andrea Lyons regarding same.	0.2	\$120.00	\$24.00
7/22/2013	ENR	Receipt and Review of E-mail regarding Valentino request to Pursue Criminal Prosecution.	0.1	\$120.00	\$12.00
7/22/2013	HWR	Review client e-mail re: contact with state attorney's office re: financial information.	0.1	\$290.00	\$29.00
7/23/2013	ACL	Telephone call with Randy Crowder. Work on bank statements in preparation for meeting. Review 2009, 2010 and 2011 bank statements and compare to invoices. E-mails regarding same.	2.7	\$175.00	\$472.50
7/23/2013	ACL	E-mail from Gene.	0.1	\$175.00	\$17.50
7/23/2013	ENR	Assisting Andrea Lyons with review of Grantwood Invoices. Conference with Andrea Lyons regarding status of ESP Invoices.	0.3	\$120.00	\$36.00
7/23/2013	ENR	Receipt and Review of E-mails (3x) from Andrea Lyons Meeting with State Attorney Investigator Randy Crowder.	0.1	\$120.00	\$12.00
7/23/2013	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Client Meeting.	0.1	\$120.00	\$12.00
7/23/2013	HWR	Review e-mails (x3) re: Valentino/Godwin lien issues.	0.1	\$290.00	\$29.00
7/23/2013	HWR	Billable at no charge - review e-mail re: VIP #14 (@ 0.00).	0.1	\$0.00	\$0.00
7/23/2013	HWR	Billable at no charge - review e-mail from Nicole Ransom re: financial information to client (@ 0.00).	0.1	\$0.00	\$0.00
7/24/2013	ACL	Telephone call with Randy Crowder. Work on matters for meeting.	0.2	\$175.00	\$35.00
7/24/2013	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Meeting with State Attorney Investigator Randy Crowder.	0.1	\$120.00	\$12.00
7/26/2013	ACL	E-mails to and from client and Wes. Review Court docket regarding assigned judge.	0.2	\$175.00	\$35.00
7/28/2013	HWR	Billable at no charge - review client's e-mail to Andrea Lyons re: financial documents (@ 0.00).	0.1	\$0.00	\$0.00
7/28/2013	HWR	Review e-mail re: additional water damage to house, plug issue.	0.1	\$290.00	\$29.00
7/28/2013	HWR	E-mail to Andrea Lyons re: motion for default.	0.1	\$290.00	\$29.00
7/29/2013	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Grantwood Invoices. Review Invoices and File. E-mail Andrea Lyons list of missing invoices.	0.2	\$120.00	\$24.00
7/29/2013	HWR	Billable at no charge - review e-mails (x3) re: Valentino invoices (@ 0.00).	0.2	\$0.00	\$0.00
7/30/2013	ACL	Telephone call with Randy Crowder. Work on preparing for meeting.	0.2	\$175.00	\$35.00
7/30/2013	ACL	Telephone with Randy. E-mails to Lynne and Nicole regarding meeting.	0.1	\$175.00	\$17.50
7/30/2013	ACL	E-mails from Gene. Respond to same. Review missing invoices and work on same. Prepare for meeting with Randy.	0.5	\$175.00	\$87.50
7/30/2013	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Meeting with State Attorney Investigator Randy Crowder.	0.1	\$120.00	\$12.00
7/31/2013	ACL	E-mails regarding missing invoices. Work on discovery matters. Meeting with Nicole on same.	0.4	\$175.00	\$70.00
7/31/2013	ACL	Draft Request for Production of Documents.	1.8	\$175.00	\$315.00

Date	Atty	Description	Hours	Rate	Amount
7/31/2013	ENR	Receipt and Review of E-mail from Andrea Lyons regarding status of Meeting with State Attorney Investigator Randy Crowder.@ no charge	0.1	\$0.00	\$0.00
7/31/2013	ENR	Receipt and Review of E-mails (2x) from Wes Reeder and Gene Valentino regarding Grantwood Invoices.	0.1	\$120.00	\$12.00
7/31/2013	HWR	Review and reply to e-mail from Andrea Lyons re: missing invoices.	0.1	\$290.00	\$29.00
8/1/2013	ACL	Prepare for meeting with Randy Crowder. Review bank account statements.	1	\$175.00	\$175.00
8/1/2013	ENR	Assisting Andrea Lyons with preparation for meeting with Randy Crowder and discovery to Grantwood..@ no charge	0.2	\$0.00	\$0.00
8/1/2013	ENR	Review and Revise Draft Request for Production of Documents to Grantwood.	0.2	\$120.00	\$24.00
8/1/2013	ENR	Receipt and Review of E-mail from Wes Reeder regarding missing invoices from Elizabeth's folder..@ no charge	0.1	\$0.00	\$0.00
8/1/2013	ENR	Assisting Andrea Lyons with Drafting of Request for Production of Documents to Grantwood Contracting..@ no charge	0.2	\$0.00	\$0.00
8/1/2013	HWR	Review and respond to Gene re: invoices; e-mail to Andrea Lyons re: propounding discovery..@ no charge	0.2	\$0.00	\$0.00
8/2/2013	ACL	Telephone call to Gene. E-mail to Gene.	0.2	\$175.00	\$35.00
8/2/2013	ACL	Meeting with Randy Crowder and Steve Luongo.	1	\$175.00	\$175.00
8/2/2013	ACL	Telephone conference with Gene. E-mail Wes. Work on outstanding issues regarding checks.	0.3	\$175.00	\$52.50
8/2/2013	ACL	Review and organize all invoices from Grantwood to Valentino. Same for ESP to Grantwood. Prepare package for state's attorney office and attorney for same. E-mails to all.	3.2	\$175.00	\$560.00
8/2/2013	ENR	Receipt and Review of E-mail with attached Documents (Answer, Affirmative Defenses, Counterclaim, and Invoices) to Randy Crowder (Investigator) and Steven Luongo (State Attorney)..@ no charge	0.1	\$0.00	\$0.00
8/2/2013	ENR	Conference with Andrea Lyons regarding ESP invoices..@ no charge	0.1	\$0.00	\$0.00
8/2/2013	ENR	Conference with Andrea Lyons regarding documents to Randy Crowder. Assisting Andrea Lyons with review of Invoices.	0.2	\$120.00	\$24.00
8/2/2013	HWR	Billable at no charge - review e-mail from Andrea Lyons re: meeting with state attorney's office (@ 0.00).	0.1	\$0.00	\$0.00
8/2/2013	HWR	Meeting with state attorney's office re: facts, invoices.	0.3	\$290.00	\$87.00
8/4/2013	HWR	Billable at no charge - review e-mail re: counterclaim to state attorney's office (@ 0.00).	0.1	\$0.00	\$0.00
8/4/2013	HWR	Billable at no charge - receipt and review of request for production to Wood re: project documentation (@ 0.00).	0.2	\$0.00	\$0.00
8/4/2013	HWR	E-mail to Andrea Lyons re: production request to Wood.	0.1	\$290.00	\$29.00
8/5/2013	ACL	Work on discovery matters. Revisions to same. Discuss same with Nicole. Review e-mails from Wes.	0.5	\$175.00	\$87.50
8/5/2013	ENR	Receipt and Review of Email from Wes Reeder regarding Request for Production of Documents to Grantwood.	0.1	\$120.00	\$12.00
8/5/2013	ENR	Conference with Andrea Lyons regarding finalized Discovery to Grantwood..@ no charge	0.1	\$0.00	\$0.00
8/5/2013	ENR	Receipt and Review of E-mail from Andrea Lyons regarding the Valentinos Request for Production of Documents to Grantwood..@ no charge	0.1	\$0.00	\$0.00
8/5/2013	ENR	Revising Valentino First Request for Production of Documents to Grantwood Contracting Co.	0.4	\$120.00	\$48.00

Date	Atty	Description	Hours	Rate	Amount
8/5/2013	ENR	Conference with Wes Reeder regarding Valentino First Request for Production of Documents to Grantwood Contracting Co.	0.1	\$120.00	\$12.00
8/5/2013	HWR	Review and revise request for production to Wood.	0.2	\$290.00	\$58.00
8/12/2013	ACL	E-mails regarding criminal charges.	0.2	\$175.00	\$35.00
8/12/2013	HWR	Review and respond to Gene re: criminal investigation.	0.1	\$290.00	\$29.00
8/13/2013	ACL	Review of bank statements in light of possible misappropriation of funds matter.	0.2	\$175.00	\$35.00
8/13/2013	ENR	Telephone Call to Tom Godwin (ESP) regarding file.	0.2	\$120.00	\$24.00
8/15/2013	ACL	Work on discovery matters and receipt of invoices.	0.3	\$175.00	\$52.50
8/19/2013	ACL	Check on status of invoices and outstanding discovery. Review status of file.	0.2	\$175.00	\$35.00
8/19/2013	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Discovery Documents (Invoices).	0.1	\$120.00	\$12.00
8/19/2013	HWR	Review e-mail re: discovery.	0.1	\$290.00	\$29.00
8/20/2013	ACL	E-mail on invoices.	0.1	\$175.00	\$17.50
8/20/2013	ENR	Telephone Call to Tom Godwin (ESP) regarding Project File. E-mail to Andrea Lyons and Wes Reeder regarding Same.	0.2	\$120.00	\$24.00
8/20/2013	ENR	Finalize Valentino Request for Production to Grantwood Contracting.	0.5	\$120.00	\$60.00
8/20/2013	HWR	Review e-mails (x2) re: documents from Tom Godwin.	0.1	\$290.00	\$29.00
8/28/2013	HWR	Telephone call with Gene re: status.	0.1	\$290.00	\$29.00
8/31/2013	ACL	E-mail from client on fraudulent check matter. Review status of same.	0.2	\$175.00	\$35.00
9/2/2013	HWR	Receipt and review of e-mail from Gene re: Scott Wood, Ken Griffin work.	0.1	\$290.00	\$29.00
9/2/2013	HWR	Review client e-mail re: "moving forward."	0.1	\$290.00	\$29.00
9/3/2013	ENR	Assisting Wes Reeder with Preparation for Meeting with Gene Valentino. E-mail to Wes Reeder and Andrea Lyons regarding ESP Documents and Deadline for Grantwood to respond to the Request for Production of Documents.	0.2	\$120.00	\$24.00
9/3/2013	ENR	Receipt and Review of ESP Grantwood Documents.	0.3	\$120.00	\$36.00
9/3/2013	HWR	Billable at no charge - meeting with Gene re: status (@ 0.00).	0.2	\$0.00	\$0.00
9/3/2013	HWR	Telephone call with J. D. Smith re: ESP/Tom Godwin documents.	0.1	\$290.00	\$29.00
9/24/2013	ACL	Telephone call with Erick Mead. Work on matters regarding discovery/invoices. E-mails with Gene and staff regarding same.	0.4	\$175.00	\$70.00
9/24/2013	ENR	Receipt and Review of E-mail from Erick Mead requesting Extension to Respond to Discovery Requests.	0.1	\$120.00	\$12.00
9/24/2013	HWR	Review e-mail from Mead re: response to production request; review e-mail from Andrea Lyons re: Wood's document production.	0.2	\$290.00	\$58.00
9/27/2013	ACL	E-mail from Gene. Work on matters regarding invoices. Begin review of responses to discovery. E-mails with Nicole. E-mail from Erick MEad.	0.4	\$175.00	\$70.00
9/27/2013	ENR	Receipt and Review of Court Documents: Notice of Service of Responses to Defendant/Counter-Plaintiff's First Request for Production of Documents to Plaintiff/Counter-Defendant.	0.2	\$120.00	\$24.00
9/27/2013	HWR	Receipt and review of Grantwood's response to request for production.	0.1	\$290.00	\$29.00
9/30/2013	ACL	Review discs of production. Work on issue of missing invoices. Review of emails in production.	1.7	\$175.00	\$297.50

Date	Atty	Description	Hours	Rate	Amount
10/1/2013	ENR	Receipt and Review of E-mail from Wes Reeder regarding Grantwood Production of Documents. Receipt and Review of E-mail from Andrea Lyons regarding same. E-mail to Wes Reeder and Andrea Lyons regarding Grantwood Production.	0.1	\$120.00	\$12.00
10/1/2013	ENR	Receipt and Review of e-mails (2x) from Andrea Lyons regarding Discovery Responses. E-mail to Andrea Lyons with attached Grantwood Discovery Responses..@ no charge	0.2	\$0.00	\$0.00
10/1/2013	ENR	Cursory Review of Documents Produced by Grantwood in Response to Request for Production of Documents for Missing Invoices.	0.3	\$120.00	\$36.00
10/1/2013	HWR	Review e-mail re: receipt of discovery..@ no charge	0.1	\$0.00	\$0.00
10/4/2013	ACL	Call from Gene regarding missing invoices.	0.1	\$175.00	\$17.50
10/11/2013	ENR	Conference with Wes Reeder regarding Discovery.	0.1	\$120.00	\$12.00
10/17/2013	ENR	Begin Preparation and Review of Grantwood Produced Documents (Outlook Data File Conversion to pdf for Bates Labeling).	2.6	\$38.46	\$100.00
10/18/2013	ACL	Meeting with Julie and Nicole regarding organizing invoices and payments to bring criminal charges. Review e-mails.	0.4	\$175.00	\$70.00
10/18/2013	ACL	Work on inquiry from Gene regarding missappropriation of funds matter. Text back.	0.1	\$175.00	\$17.50
10/18/2013	ENR	Conference with Julie Legget regarding Invoice Reconciliation. E-mails to Julie with attached ESP Invoices.	0.3	\$120.00	\$36.00
10/18/2013	ENR	Conference with Andrea Lyons and Julie Legget regarding Documents Received in Response to Request for Production and Invoice Reconciliation..@ no charge	0.3	\$0.00	\$0.00
10/18/2013	ENR	Finalize Preparation and Review of Grantwood Produced Documents including Bates Labeling (Outlook Data File Conversion to pdf). Preparation, Review and Revision of Document Inventory.	1.4	\$120.00	\$168.00
10/18/2013	HWR	Review e-mails re: Ken Griffin release; reply to client re: same.	0.1	\$290.00	\$29.00
10/22/2013	ENR	Conference with Julie Leggett regarding invoice reconciliation and ESP Claim of Lien..@ no charge.	0.3	\$0.00	\$0.00
10/22/2013	HWR	Review and reply to Gene's e-mail re: Griffin lien.	0.1	\$290.00	\$29.00
10/22/2013	JAL	Reconcile payments made with invoices from Grantwood.	4.6	\$54.35	\$250.01
10/31/2013	ENR	Receipt and Review of E-mail from Wes Reeder regarding Discovery..@ no charge	0.1	\$0.00	\$0.00
11/6/2013	ACL	Work on criminal allegations. Confirm strength of Civil allegations. Discuss same with Wes.	0.3	\$175.00	\$52.50
1/6/2014	HWR	Billable at no charge - e-mail to Gene re: meeting re: status (@ 0.00).	0.1	\$0.00	\$0.00
1/7/2014	HWR	Review e-mail from Gene to County (Sue Garrett) and response re: competency board.	0.1	\$290.00	\$29.00 ✓
1/9/2014	ACL	Meet with Nicole regarding status of financial documents and potential criminal charges and civil case. Review notes on same.	0.2	\$175.00	\$35.00
1/9/2014	ENR	Meeting with Wes Reeder regarding Invoice Review and Payments to Grantwood. Assisting Wes Reeder with Preparation for Meeting with Client.	1.1	\$120.00	\$132.00
1/9/2014	HWR	Meeting with Nicole Ransom re: review of invoices, payments re: Grantwood; review spreadsheets, invoices re: payments to Grantwood.	0.5	\$290.00	\$145.00
1/9/2014	HWR	Billable at no charge - lunch meeting with client (@ 0.00).	1.8	\$0.00	\$0.00
1/9/2014	JAL	Complete summary of invoices and payments made to Grantwood for attorney's preparation for client meeting..@ no charge	1	\$0.00	\$0.00

\$29.00

Date	Atty	Description	Hours	Rate	Amount
1/10/2014	ENR	Conference with Wes Reeder regarding Spreadsheet Compliations. Review of File Documents. E-mail to Maureen Valentino with attached Grantwood Invoices and Valentino Payments.	0.4	\$120.00	\$48.00 ✗
1/18/2014	HWR	Review e-mail from Nicole Ransom to Maureen re: spreadsheet re: invoices.	0.1	\$290.00	\$29.00 ✗
2/6/2014	ENR	Receipt and Review of E-mail from Wes Reeder regarding Correspondence to the Contractor Competency Board. Research regarding Meeting. Conference with Wes Reeder regarding same.	0.3	\$125.00	\$37.50 ✓
2/10/2014	HWR	Telephone call to County attorney re: BCC action re: competency board; phone call with Allison Rodgers re: BCC action re: competency board; review BCC video.	0.6	\$290.00	\$174.00 ✓
2/11/2014	HWR	Telephone call with Sue Garrett re: competency board issues.	0.2	\$290.00	\$58.00 ✓
2/11/2014	HWR	Receipt and review of e-mails from client re: change in Board position re: stay; notes to file re: letter to Board re: lifting stay.	0.3	\$290.00	\$87.00 ✓
2/12/2014	ENR	Conference with Wes Reeder regarding Correspondence to the Compentcy Board regarding Lifting of the Stay.	0.2	\$125.00	\$25.00 ✓
2/12/2014	HWR	Conference with Nicole Ransom re: letter to Board.	0.2	\$290.00	\$58.00 ✓
2/14/2014	ENR	Researching Board of County Commissioners Meeting Agendas for Motions related to Change in Policy. Researching Board of County Commissioners Meeting Minutes for Motions related to Change in Policy. Drafting Correspondence to Contractor Competency Board requesting Lift of Stay. Conference with Wes Reeder regarding Letter to Board.	1.4	\$125.00	\$175.00 ✓
2/14/2014	HWR	Review letter to Board re: lift of stay.	0.1	\$290.00	\$29.00 ✓
2/17/2014	ENR	Conference with Wes Reeder regarding Correspondence to Board. Finalize Letter.	0.4	\$125.00	\$50.00 ✓
2/17/2014	HWR	Review and sign letter to Board re: lift of stay; e-mail to Gene re: lift of stay.	0.2	\$290.00	\$58.00 ✓
2/17/2014	HWR	Review and reply to attorney Mitchell's e-mail re: lifting stay, call to discuss.	0.1	\$290.00	\$29.00 ✓
2/18/2014	HWR	Review e-mail from client re: April agenda re: lift of stay.@ no charge	0.1	\$0.00	\$0.00 ✗
2/19/2014	HWR	Telephone call from Wayne Mitchell re: stay.	0.1	\$290.00	\$29.00 ✗
2/24/2014	HWR	Receipt and review of e-mail from attorney Mitchell re: lift of stay.	0.1	\$290.00	\$29.00 ✗
2/25/2014	HWR	Receipt and review of motion to lift stay by attorney Mitchell; e-mail to Sue Garrett re: motion to lift stay.	0.2	\$290.00	\$58.00 ✗
2/26/2014	ENR	Receipt and Review of E-mail from Wes Reeder regarding Contractor Competency Board Meeting.	0.1	\$125.00	\$12.50 ✓
2/26/2014	ENR	Receipt and Review of E-mail from Sue Garrett regarding Correspondence to the Contractor Competency Board.	0.1	\$125.00	\$12.50 ✓
2/26/2014	HWR	Review and reply to Sue Garrett re: lift of stay; review e-mail from County attorney re: lift of stay; review e-mail from Garrett re: May agenda.	0.3	\$290.00	\$87.00 ✓
2/27/2014	HWR	Receipt and review of e-mail from attorney Mitchell re: hearing on continuance.	0.1	\$290.00	\$29.00 ✗
3/3/2014	ACL	Work on matters for board hearing in April. Emails on same.	0.3	\$190.00	\$57.00 ✗

\$892.50

Date	Atty	Description	Hours	Rate	Amount
3/3/2014	ENR	Receipt and Review of E-mail from Sue Garrett regarding the Agenda for the Contractor Competency Board Meeting to be held Wednesday, March 5, 2014. Researching Agenda for Hearing. E-mail to Sue Garrett regarding Missing Agenda. Receipt and Review of E-mail from Sue Garrett regarding same. Review of March 05, 2014 Agenda. Memo to Wes Reeder and Andrea Lyons regarding Summary of Upcoming Meetings (i.e., Request to Lift Stay, Hearing on Lifting Stay, and Disciplinary Hearing). Receipt and Review of E-mail from Kerra Smith regarding Contractor Competency Board Meeting Agenda.	0.9	\$125.00	\$112.50 ✓
3/3/2014	HWR	Receipt and review of e-mail from Sue Garrett re: agenda for contractor competency board meeting; review agenda re: competency board meeting; review and reply to e-mail from Sue Garrett re: March meeting agenda; e-mail to attorney Mead re: March meeting, motion to lift stay; e-mail to Sherry Ware re: March 5th contractor competency board meeting.	0.5	\$290.00	\$145.00 ✓
3/3/2014	HWR	Review e-mail from attorney Mead; phone call with County attorney re: Mead's e-mail; e-mail to Mead re: motion to lift stay; review and reply to e-mail from Mead re: motion to lift stay.	0.9	\$290.00	\$261.00 ✓
3/3/2014	HWR	Receipt and review of e-mail re: contractor competency board hearing, attorney Mitchell. @no charge	0.1	\$0.00	\$0.00 ✗
3/4/2014	HWR	Review e-mail from Kerra Smith re: March hearing appearance. @no charge	0.1	\$0.00	\$0.00 ✗
3/4/2014	HWR	Receipt and review of Mead e-mail to Garrett re: objection to March hearing.	0.1	\$290.00	\$29.00 ✓
3/4/2014	HWR	Review and reply to e-mail from attorney Mead re: contractor competency board hearing; e-mail to attorney Mead re: lifting stay; phone call with attorney Mitchell re: contractor competency board hearing, County position; review e-mail from County attorney re: March meeting.	0.7	\$290.00	\$203.00 ✓
3/5/2014	ENR	Receipt and Review of E-mail from Sue Garrett regarding Approval of the Contractor Competency Board to Lift the Stay. @no charge	0.1	\$0.00	\$0.00 ✗
3/5/2014	HWR	Receipt and review of e-mail from Garrett re: decision of Board on motion to lift stay; e-mail to Andrea Lyons re: hearing on motion to lift stay; e-mail to client re: motion to lift stay.	0.4	\$290.00	\$116.00 ✓
3/5/2014	HWR	Billable at no charge - receipt and review of e-mail from Gene re: motion to lift stay (@ 0.00).	0.1	\$0.00	\$0.00 ✗
3/6/2014	ACL	E-mails regarding Mead's objections to upcoming hearing. Work on matters for competency board hearing. E-mails from Gene on same.	0.3	\$190.00	\$57.00 ✓
3/17/2014	ENR	Receipt and Review of E-mail from Gene Valentino regarding renew this 'standby letter of credit.' Receipt and Review of E-mail from Wes Reeder regarding bond. E-mail response regarding same.	0.2	\$125.00	\$25.00 ✗
3/17/2014	HWR	Receipt and review of e-mail from Gene re: stand-by letter of credit; e-mail to bank re: bond, line of credit.	0.2	\$290.00	\$58.00 ✗
3/18/2014	ACL	Work on matters regarding lift of stay and board hearing coming up. E-mail on same. Considerations of Woods' attorney's argument. Review notes on same.	0.5	\$190.00	\$95.00 ✓
3/18/2014	HWR	Review e-mail re: extending LOC; review and reply to client e-mail re: hearing on motion to lift stay.	0.4	\$290.00	\$116.00 ✗
3/18/2014	HWR	Review and reply to e-mail re: April hearing. @no charge	0.1	\$0.00	\$0.00 ✗
3/27/2014	HWR	Telephone call with Gene re: status, hearing on motion to lift stay.	0.2	\$290.00	\$58.00 ✓
3/28/2014	ACL	Prepare for Motion to Lift Stay hearing. Review -mails and past arguments regarding same.	1.4	\$190.00	\$266.00 ✓

Date	Atty	Description	Hours	Rate	Amount
3/29/2014	HWR	Review e-mail from Nicole Ransom to Andrea Lyons re: preparation for hearing; receipt and review of e-mail from Sue Garrett re: agenda for Contractor Competency Board meeting.	0.2	\$290.00	\$58.00 ✓
3/31/2014	ACL	Continue to prepare for hearing. Review materials. Work on arguments and preparing possible exhibits for same.	1.8	\$190.00	\$342.00 ✓
3/31/2014	HWR	Conference with Andrea Lyons re: preparation for hearing on motion to lift stay.	0.4	\$290.00	\$116.00 ✓
4/1/2014	ENR	Receipt and Review of E-mails (3x) from Andrea Lyons regarding Mead's objections to Hearing and Request to Lift Stay. Assisting Andrea Lyons with Preparation for Hearing.	0.3	\$125.00	\$37.50 ✓
4/1/2014	HWR	Billable at no charge - review e-mail from Andrea Lyons re: hearing preparation; respond to Andrea re: same (@ 0.00).	0.2	\$0.00	\$0.00 ✗
4/2/2014	ACL	Attend hearing regarding lift of stay at Contractor Competency Board.	2	\$190.00	\$380.00 ✓
4/2/2014	HWR	Telephone call with Allison Rogers re: BCC issues, appeal from Competency Board.	0.4	\$290.00	\$116.00 ✓
4/2/2014	HWR	Conference with Andrea Lyons re: hearing results; review and forward e-mail from Andrea Lyons re: hearing results.	0.2	\$290.00	\$58.00 ✓
4/2/2014	HWR	Telephone call with Sue Garrett re: June hearing, procedural issues; phone call with Andrea Lyons re: new policy, procedure; receipt and review of new policy of Competency Board.	0.5	\$290.00	\$145.00 ✓
4/2/2014	HWR	Telephone call with Gene re: hearing on motion to lift stay, comments by County attorney; phone call from Competency Board re: probable cause hearing.	0.5	\$290.00	\$145.00 ✓
4/3/2014	ACL	E-mails regarding hearing. Discussion with Wes on same. Call from Gene.	0.2	\$190.00	\$38.00 ✓
4/3/2014	HWR	Billable at no charge - review BCC policy language re: stay; note to staff re: hearing preparation (@ 0.00).	0.1	\$0.00	\$0.00 ✗
5/5/2014	ACL	E-mails regarding May and June board hearings. Work on matters for same.	0.2	\$190.00	\$38.00 ✓
5/5/2014	ENR	Conference with Wes Reeder regarding Show Cause Hearing. Telephone Call to Kathy Peterson regarding Hearing. Telephone Call to Sue Garrett regarding Hearing. E-mail to Wes Reeder and Andrea Lyons regarding Telephone Call with Sue Garrett.	0.3	\$125.00	\$37.50 ✓
5/5/2014	ENR	E-mails (3x) regarding Show Cause Hearing. Telephone Call to Sue Garrett regarding Appeal. E-mail to Wes Reeder and Andrea Lyons regarding same.	0.3	\$125.00	\$37.50 ✓
5/5/2014	HWR	Conference with staff re: hearing on claim; e-mail to Nicole Ransom re: preparation for June hearing. @ \$0.00	0.3	\$0.00	\$0.00 ✗
5/13/2014	ACL	Work on matters for upcoming hearing. E-mails on same.	0.1	\$190.00	\$19.00 ✓
5/13/2014	HWR	Review e-mail from Mitchell re: McClammy depositions; conference with Andrea Lyons re: meeting for hearing preparation.	0.2	\$290.00	\$58.00 ✗
5/19/2014	ACL	Meet with Wes. Work on matters for show cause hearing coming up. Review Complaint and pictures of defects.	1	\$190.00	\$190.00 ✓
5/19/2014	ENR	Meeting with Andrea Lyons and Wes Reeder in preparation for Show Cause Hearing.	1	\$125.00	\$125.00 ✓
5/19/2014	HWR	Meeting with Andrea Lyons re: preparation for probable cause hearing; phone call with Sue Garrett re: probable cause hearing. @ \$0.00	0.6	\$0.00	\$0.00 ✗
5/20/2014	ENR	Preparing for Hearing. Telephone Call to Scott Dean. E-mail to Wes Reeder and Andrea Lyons regarding Call going straight to voicemail.	0.3	\$125.00	\$37.50 ✓
5/21/2014	ACL	Review Notice of Show Cause Hearing. E-mails on same. Review e-mail to Gene. @ \$0.00	0.2	\$0.00	\$0.00 ✗

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\$1920.00

Date	Atty	Description	Hours	Rate	Amount
5/21/2014	ENR	Receipt and Review of Notice of Show Cause Hearing. E-mail to Kathy Peterson regarding Board Packet. E-mail to wes Reeder and Andrea Lyons. E-mail to Sue Garrett regarding Board Packet for Show Cause Hearing.	0.4	\$125.00	\$50.00 ✓
5/21/2014	ENR	Receipt and Review of E-mail from Sue Garrett regarding Board Packet.	0.1	\$125.00	\$12.50 ✓
5/21/2014	HWR	Receipt and review of notice of show cause hearing; e-mail to Gene re: show cause hearing, injury; review e-mail re: preparation time for Scott re: hearing.	0.3	\$290.00	\$87.00 ✓
5/21/2014	HWR	Review e-mail from County re: show cause package for hearing; review and reply to e-mail from Sherry Ware re: preparation for hearing; review e-mail from Nicole Ransom re: attempt to contact Scott.	0.3	\$290.00	\$87.00 ✓
5/23/2014	ACL	Work on matters for hearing/.	0.2	\$190.00	\$38.00 ✓
5/23/2014	ENR	Preparing for Hearing. Telephone Call to Scott Dean. E-mail to Andrea Lyons.	0.2	\$125.00	\$25.00 ✓
5/23/2014	HWR	Review e-mails (x4) re: meeting with client pre-hearing. @ \$0.00	0.1	\$0.00	\$0.00 ✗
5/27/2014	ACL	Work on matters for hearing. E-mails on same. Work on preparation for meeting with Gene and Scott.	0.2	\$190.00	\$38.00 ✓
5/27/2014	HWR	Receipt and review of e-mail from attorney Mitchell re: Valentino deposition; phone call to county attorney re: Valentino deposition.	0.2	\$290.00	\$58.00 ✗
5/27/2014	HWR	Telephone call with county attorney re: subpoena for deposition of Gene.	0.2	\$290.00	\$58.00 ✗
5/28/2014	ACL	Work on matters for hearing.	0.1	\$190.00	\$19.00 ✓
5/28/2014	ENR	Conference with Wes Reeder regarding Telephone Call with Valentino and Location of Scott Dean. E-mail to Andrea Lyons regarding Preparation for Meeting with Valentinos. Review of File for Additional Contact Information for Scott Dean. E-mail to Scott Dean with attached Notice of Show Cause Hearing. Legal Research regarding Scott Dean's Current Contact Information. E-mails to Wes Reeder with attached Research for Confirmation of Correct Scott Dean.	1	\$125.00	\$125.00 ✗
5/28/2014	HWR	Telephone call with Gene re: deposition, probable cause hearing; conference with Nicole Ransom re: contact information for Scott.	0.4	\$290.00	\$116.00 ✓
5/28/2014	HWR	Conference with staff re: hearing preparation, contact with Scott.	0.2	\$290.00	\$58.00 ✓
5/29/2014	ACL	Work on matters for meeting with Gene. E-mails on same.	0.2	\$190.00	\$38.00 ✗
5/29/2014	ENR	Receipt and Review of E-mail regarding telephone call with Scott Dean. Receipt and Review of E-mail from Andrea Lyons regarding meeting with Scott Dean. Review of Documents in Preparation of Meeting with Scott Dean. Review Invoices for Complete Damages (Repairs to Grantwood's work). E-mail with attached Case Documents to Scott Dean in Preparation of Hearing.	2	\$75.00	\$150.00 ✗
5/29/2014	ENR	Receipt and Review of E-mail from Wes Reeder confirming research was for the correct Scott Dean. Conference with Sherry Ware regarding Meeting Coordination with Scott Dean. @ \$0.00	0.2	\$0.00	\$0.00 ✗
5/29/2014	HWR	Billable at no charge - review e-mails (x3) re: meeting with Andrea Lyons and client re: hearing (@ 0.00).	0.2	\$0.00	\$0.00 ✗
5/29/2014	HWR	Review e-mail re: Scott Dean. @ \$0.00	0.1	\$0.00	\$0.00 ✗
5/29/2014	HWR	Billable at no charge - receipt and review of e-mail re: additional damage at property (termites) (@ 0.00).	0.1	\$0.00	\$0.00 ✗
5/30/2014	ACL	Meeting to prepare for hearing Prepare for hearing. Review necessary documents.	1.5	\$100.00	\$150.00 ✓

\$680.50

Date	Atty	Description	Hours	Rate	Amount	
5/30/2014	ACL	Work on matters for hearing. E-mails on same. Prepare for meeting. Read and review County's documents for show cause hearing.	1.2	\$190.00	\$228.00	✓
5/30/2014	ENR	Receipt and Review of Objection to Hearing and Petition for Appeal of Notice of Show Cause Hearing - Matter Stayed & Lack of Quorum.	0.2	\$125.00	\$25.00	✓
5/30/2014	ENR	Receipt and Review of E-mail from Sue Garrett with link to Agenda for the Contractor Competency Board Meeting. Review and Preparation of Agenda.	0.2	\$125.00	\$25.00	✓
5/30/2014	ENR	Receipt and Review of Letter to Ryan Ross from Erick Mead regarding Objection to Hearing and Petition for Appeal of Notice of Show Cause Hearing - Matter Stayed & Lack of Quorum.	0.2	\$125.00	\$25.00	✓
5/30/2014	ENR	Receipt and Review of E-mails regarding Show Cause Hearing. Telephone Call to Kathy Peterson regarding Show Cause Hearing. E-mail to Wes Reeder and Andrea Lyons regarding Show Cause Hearing and Telephone Call with Kathy Peterson. Assisting Andrea Lyons with Preparation for Show Cause Hearing.	0.6	\$125.00	\$75.00	✓
5/30/2014	ENR	Meeting with Andrea Lyons and Wes Reeder in preparation for Show Cause Hearing.	1.5	\$66.67	\$100.00	✓
5/30/2014	ENR	Preparing Show Cause Hearing Packet for Erick Mead. Delivery of Show Cause Hearing Packet to Erick Mead.	0.4	\$125.00	\$50.00	✓
5/30/2014	HWR	Receipt and review of objection to probable cause hearing.	0.3	\$290.00	\$87.00	✓
5/30/2014	HWR	Meeting with Andrea Lyons and Nicole Ransom to prepare for hearing.	1.5	\$200.00	\$300.00	✓
5/30/2014	HWR	Billable at no charge - review e-mails (x3) re: pre-hearing meeting (@ 0.00).	0.1	\$0.00	\$0.00	X
5/30/2014	HWR	Review e-mail re: package from County for hearing.	0.1	\$290.00	\$29.00	✓
6/2/2014	ACL	Review Mr. Mead's letter to the board. Review our response. Work on issues for hearing.	0.3	\$190.00	\$57.00	✓
6/2/2014	ENR	Assisting Wes Reeder with Preparation for Meeting with Clients and Scott Dean.	0.7	\$125.00	\$87.50	X
6/2/2014	ENR	Receipt and Review of E-mail from Kerra Smith regarding Response to Grantwood Objection.	0.1	\$125.00	\$12.50	✓
6/2/2014	ENR	Receipt and Review of E-mail to Kerra Smith regarding scheduled Show Cause hearing on Wednesday.	0.1	\$125.00	\$12.50	✓
6/2/2014	ENR	Review of Response to Grantwood Objection.@ \$0.00	0.2	\$0.00	\$0.00	X
6/2/2014	ENR	Receipt and Review of E-mail from Ryan Ross regarding Response to Grantwood Objection.@ \$0.00	0.1	\$0.00	\$0.00	X
6/2/2014	ENR	Receipt and Review of E-mail to Gene and Maureen Valentino regarding scheduled Show Cause hearing on Wednesday.	0.1	\$125.00	\$12.50	✓
6/2/2014	ENR	Receipt and Review of E-mail to Scott Dean regarding Postponement of Hearing.	0.1	\$125.00	\$12.50	✓
6/2/2014	ENR	Receipt and Review of E-mail from Kerra Smith regarding contractor competency board meeting.	0.1	\$125.00	\$12.50	✓
6/2/2014	ENR	E-mails to Scott Dean with attached Photos and Documents in Preparation for Hearing.	0.4	\$125.00	\$50.00	✓
6/2/2014	ENR	E-mail to Kerra Smith with attached Response to Grantwood Objection.	0.2	\$125.00	\$25.00	✓
6/2/2014	ENR	E-mail to Andrea Lyons regarding Contractor Competency Hearing and Meetings.	0.1	\$125.00	\$12.50	✓
6/2/2014	HWR	Billable at no charge - review e-mail to Scott re: cancellation of hearing (@ 0.00).	0.1	\$0.00	\$0.00	X
6/2/2014	HWR	Telephone call with Gene re: cancellation of hearing; review e-mail from County attorney re: cancellation of show cause hearing.	0.3	\$290.00	\$87.00	✓

\$1238.00

Date	Atty	Description	Hours	Rate	Amount
6/2/2014	HWR	Review e-mail from Ryan Ross re: review of Mead's correspondence to Board; e-mail to Board re: position statement on letter to Board; conference with Nicole Ransom re: review of materials, preparation for meeting with client; review and reply to Maureen re: hearing preparation.	0.7	\$290.00	\$203.00 ✓
6/2/2014	HWR	Review e-mail from Nicole Ransom re: contact with Scott Dean, appearance at hearing; review and sign letter to Ryan Ross re: show cause hearing.	0.2	\$290.00	\$58.00 ✓
6/2/2014	HWR	Review Code of Ordinances re: appeal of competency board decision on stay; dictate response to Mead's letter re: appeal.	0.7	\$290.00	\$203.00 ✓
6/2/2014	HWR	E-mail to Maureen re: postponement of hearing; phone call with County attorney re: position on cancellation of probable cause hearing; phone call with Maureen re: cancellation of hearing. @ \$0.00	0.5	\$0.00	\$0.00 ✗
6/3/2014	ACL	Work on cancellation matters for hearing. E-mails from board.	0.2	\$190.00	\$38.00 ✓
6/3/2014	ENR	Receipt and Review of E-mail from Kerra Smith with Position Statement.	0.1	\$125.00	\$12.50 ✓
6/3/2014	ENR	Conference with Wes Reeder regarding Hearing. Telephone Call to Kerra Smith regarding Contractor Competency Hearing.	0.3	\$125.00	\$37.50 ✓
6/3/2014	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Hearing.	0.1	\$125.00	\$12.50 ✓
6/3/2014	HWR	Telephone call from Gene re: fees related to competency board hearing.	0.1	\$290.00	\$29.00 ✓
6/3/2014	HWR	Receipt and review of e-mail from County attorney re: competency board issues.	0.2	\$290.00	\$58.00 ✓
6/4/2014	HWR	Conference with Maureen re: ethics complaint by Grant Wood; phone call with Alison Rodgers re: Wood's ethics complaint.	0.4	\$290.00	\$116.00 ✓
6/29/2014	HWR	Receipt and review of e-mail re: additional water damage, termite issues.	0.1	\$290.00	\$29.00 ✗
7/1/2014	HWR	Review e-mail from Gene re: closeout of case.	0.1	\$290.00	\$29.00 ✗
7/16/2014	ACL	Review status of matter regarding the board. E-mail on same.	0.1	\$190.00	\$19.00 ✓
7/17/2014	HWR	Review and reply to e-mail from Andrea Lyons re: status.	0.1	\$290.00	\$29.00 ✓
7/25/2014	HWR	Telephone call with Mead re: settlement; e-mail to Gene re: settlement.	0.3	\$290.00	\$87.00
8/11/2014	ENR	Receipt and Review of Court Document: Notice of Lack of Prosecution. E-mail to Andrea Lyons regarding same.	0.2	\$125.00	\$25.00
8/12/2014	ACL	Receipt and review of Notice of Lack of Prosecution. E-mails on same.	0.2	\$190.00	\$38.00
8/12/2014	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Dismissal for Lack of Prosecution. E-mail response regarding same.	0.2	\$125.00	\$25.00
8/12/2014	HWR	Receipt and review of notice of dismissal for lack of prosecution.	0.1	\$290.00	\$29.00
8/18/2014	ENR	E-mail to Wes Reeder regarding Notice of Lack of Prosecution. Receipt and Review of E-mail from Wes Reeder regarding same. E-mail to Andrea Lyons regarding same.	0.1	\$125.00	\$12.50
8/18/2014	HWR	Review and reply to e-mail from Nicole Ransom re: notice of dismissal; conference with Heath re: mechanics of settlement.	0.2	\$290.00	\$58.00
9/4/2014	ACL	Receipt and review of Notice of Readiness for trial.	0.1	\$190.00	\$19.00
9/4/2014	ENR	Receipt and Review of Court Document: Plaintiffs Notice of Readiness for Trial.	0.2	\$125.00	\$25.00

\$815.50

Date	Atty	Description	Hours	Rate	Amount
9/4/2014	ENR	E-mail to Andrea Lyons regarding Plaintiffs Readiness for Trial. Receipt and Review of E-mail from Andrea Lyons regarding same. Receipt and Review of E-mail from Harmony (Mead) regarding Readiness for Trial.	0.2	\$125.00	\$25.00
9/4/2014	HWR	Receipt and review of notice for trial; e-mail to Gene re: notice for trial.	0.2	\$290.00	\$58.00
9/7/2014	HWR	Review e-mail re: Loftis repairs; e-mail to John re: same.	0.1	\$290.00	\$29.00
9/9/2014	HWR	Receipt and review of e-mails (x2) from John Loftis re: repairs to Valentino residence; review e-mail from Gene re: Valentino residence, coordination with Loftis.	0.2	\$290.00	\$58.00
9/24/2014	HWR	Receipt and review of e-mail from Gene re: site visit with Harry Gibson.	0.1	\$290.00	\$29.00
10/13/2014	HWR	Review notes re: Loftis information.	0.1	\$290.00	\$29.00
11/17/2014	ENR	Receipt and Review of Court Document: Order Setting Case Management Conference.	0.1	\$125.00	\$12.50
11/18/2014	ACL	Receipt and review of Notice from Court.	0.1	\$190.00	\$19.00
11/18/2014	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Case Management Conference.	0.1	\$125.00	\$12.50
11/18/2014	HWR	Receipt and review of e-mail re: order on case management conference.	0.1	\$290.00	\$29.00
12/15/2014	HWR	Receipt and review of e-mail from County re: notice of show cause hearing; e-mail to County re: show cause hearing; receipt and review of e-mail from Wood re: show cause, stay.	0.3	\$290.00	\$87.00 ✓
12/15/2014	HWR	Review e-mail from Meade re: objection to show cause.	0.2	\$290.00	\$58.00 ✓
12/19/2014	HWR	Review e-mail from County staff re: show cause hearing; review Mead's response to County re: show cause hearing.	0.3	\$290.00	\$87.00 ✓
1/2/2015	HWR	Receipt and review of e-mail from Mead re: appeal of hearing issues.	0.1	\$290.00	\$29.00 ✓
1/2/2015	HWR	Review e-mail from County re: Wood's objection to hearing.	0.2	\$290.00	\$58.00 ✓
1/4/2015	HWR	Review e-mail from Gene re: Mead/County e-mails re: stay/appeal.	0.1	\$290.00	\$29.00 ✓
1/6/2015	ENR	Receipt and Review of E-mail from Becky White regarding availability for the Show Cause Hearing in the Valentino/Grantwood Contracting matter.	0.1	\$125.00	\$12.50
1/6/2015	HWR	Review and reply to e-mail from Gene re: status; review e-mail from County attorney re: hearing; review e-mail from Kerra Smith to Mead re: hearing procedure, appeal issue.	0.3	\$290.00	\$87.00 ✓
1/8/2015	ENR	Review of E-mail regarding telephone confirmation from Becky White of the Show Cause Hearing.	0.1	\$125.00	\$12.50 ✓
1/8/2015	ENR	Review of E-mail to Gene Valentino confirming the Show Cause Hearing.(@0.00)	0.1	\$0.00	\$0.00
1/8/2015	HWR	Receipt and review of e-mail from County re: show cause hearing.	0.1	\$290.00	\$29.00 ✓
1/8/2015	SKC	Conference with Nicole Ransom and Wes Reeder regarding city council hearing.(@0.00)	0.1	\$0.00	\$0.00
1/11/2015	HWR	Review e-mail from Mead re: motion to clarify stay; review e-mail from County attorney re: motion re: stay.	0.2	\$290.00	\$58.00 ✓
1/14/2015	ENR	Telephone Call with Wes Reeder regarding Preparation for Case Management Conference. Assisting Wes Reeder with Preparation for Case Management Conference.	0.4	\$125.00	\$50.00
1/14/2015	ENR	Review of E-mails (2x) regarding Trial Date and Coordination of the Same.	0.1	\$125.00	\$12.50
1/14/2015	HWR	Telephone call with Nicole Ransom re: preparation for case management conference.	0.1	\$290.00	\$29.00

Date	Atty	Description	Hours	Rate	Amount
1/14/2015	HWR	Prepare for case management conference; attend case management conference.	0.9	\$290.00	\$261.00 ✗
1/16/2015	ACL	Work on matters for proceeding with mediation and trial.	0.2	\$200.00	\$40.00 ✗
1/22/2015	ACL	Work on matters for show cause hearing. Discuss same with Nicole. Considerations regarding interviewing new contractor. Review of e-mails.	0.4	\$200.00	\$80.00 ✓
1/22/2015	ENR	File Management related to Show Cause Hearing. Conference with Andrea Lyons regarding Valentino Repairs, Interviews, and Preparation. Review of File for Current Contractor Information.	0.4	\$125.00	\$50.00 ✓
1/23/2015	ENR	E-mail to Wes Reeder regarding Preparation for Show Cause Hearing and Interviews of Witnesses.	0.1	\$125.00	\$12.50 ✓
1/26/2015	ENR	Receipt and Review of E-mail from Gene Valentino regarding Request for Reimbursement of Legal Fees Paid to Date. Preparation for Show Cause Hearing. E-mails to Wes Reeder regarding Witness Interviews. File Review.	0.4	\$125.00	\$50.00 ✗
1/28/2015	ACL	Work on matters for show cause hearing coming up./ Review of e-mails regarding same.	0.3	\$200.00	\$60.00 ✓
1/28/2015	ENR	Conference with Wes Reeder regarding Show Cause Hearing. Receipt and Review of e-mail from Meredith Crawford regarding Special Meeting for the Show Cause Hearing. E-mail to Andrea Lyons regarding Special Hearing. Preparation for Show Cause Hearing.	0.4	\$125.00	\$50.00 ✓
1/28/2015	HWR	Receipt and review of e-mail from Sue Garrett re: show cause hearing; e-mail to Sue Garrett re: show cause hearing; e-mail to staff re: dates for show cause hearing.	0.5	\$290.00	\$145.00 ✓
1/28/2015	HWR	Telephone call to County attorney re: status of February 6th County Commissioners' meeting, hearing; conference with staff re: preparation for February 6th show cause hearing.	0.4	\$290.00	\$116.00 ✗
1/28/2015	HWR	Receipt and review of e-mail from County attorney re: show cause hearing.	0.1	\$290.00	\$29.00 ✓
1/29/2015	ACL	Review of e-mails between Grant, Sue, Wes, Erick Mead and Wes regarding hearing in front of CCB. Discuss same with Nicole. Work on matters for hearing. Confirm stay hearing and work on getting a later date for same.	0.6	\$200.00	\$120.00 ✓
1/29/2015	ENR	E-mail to Wes Reeder regarding Show Cause Hearing. Receipt and Review of E-mail from Wes Reeder regarding Telephone Call with Sue Garrett. Conference with Wes Reeder regarding Show Cause Hearing.	0.3	\$125.00	\$37.50 ✓
1/29/2015	ENR	Review of E-mail to Rebecca White regarding Lifting of Stay at February Meeting. Receipt and Review of E-mail from Grant Wood with attached Motion to Determine Stay. Review of Motion to Determine Stay. E-mail to Andrea Lyons regarding Motion to Determine Stay. Receipt and Review of E-mail from Sue Garrett regarding Grant Wood's Motion to Determine Stay. E-mail to Andrea Lyons regarding Show Cause Hearing. Receipt and Review of E-mail from Andrea Lyons regarding Show Cause Hearing.	0.7	\$125.00	\$87.50 ✓
1/29/2015	ENR	Receipt and Review of E-mail from Sue Garrett regarding Show Cause Hearing. Conference with Wes Reeder regarding Show Cause Hearing. E-mail to Andrea Lyons regarding Show Cause Hearing. Telephone Call with Andrea Lyons regarding Show Cause Hearing.	0.5	\$125.00	\$62.50 ✓
1/29/2015	HWR	Telephone call with Sue Garrett re: competency hearing; receipt and review of e-mail from Sue Garrett re: February 4th hearing.	0.6	\$290.00	\$174.00 ✓

\$908.00

Date	Atty	Description	Hours	Rate	Amount
1/29/2015	HWR	Review e-mail from Wood re: CCB hearing, stay; e-mail to CCB re: motion to stay, show cause hearing; conference with Nicole Ransom re: show cause hearing; review Garrett's e-mail re: show cause hearing.	0.4	\$290.00	\$116.00 ✓
1/29/2015	HWR	Review e-mail from Wood re: lift of stay, probable cause hearing; e-mail to County re: lifting of stay, probable cause hearing; conference with Nicole Ransom re: probable cause hearing.	0.5	\$290.00	\$145.00 ✓
1/30/2015	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Show Cause Hearing. (@0.00)	0.1	\$0.00	\$0.00 ✗
1/30/2015	ENR	Receipt and Review of E-mail from Alain Espinosa regarding Show Cause Hearing.	0.1	\$125.00	\$12.50 ✓
1/30/2015	ENR	Receipt and Review of E-mail from Grant Wood regarding Show Cause Hearing. (@0.00)	0.1	\$0.00	\$0.00 ✗
1/30/2015	HWR	Review e-mail from County staff re: show cause hearing schedule.	0.1	\$290.00	\$29.00 ✓
1/30/2015	HWR	Receipt and review of e-mails (x5) re: show cause hearing.	0.2	\$290.00	\$58.00 ✓
1/31/2015	HWR	Review County's attorney fee policy; e-mail to Nicole Ransom re: request for fees to County.	0.3	\$290.00	\$87.00 ✓
2/2/2015	ACL	Work on matters fro hearing in front of CCB.	0.2	\$200.00	\$40.00 ✓
2/2/2015	ENR	Receipt and Review of E-mail from sue Garrett with link to Contractor Competency Board Meeting Agenda. Receipt and Review of E-mail from Wes Reeder regarding Contractor Competency Board Meeting. Download and Review of Agenda. E-mail to Wes Reeder and Andrea Lyons regarding Board Meeting. Receipt and Review of E-mail form Andrea Lyons regarding Board Meeting.	0.1	\$125.00	\$12.50 ✓
2/2/2015	HWR	E-mail to Andrea Lyons re: coverage of stay issue at CCB meeting.	0.1	\$290.00	\$29.00 ✓
2/2/2015	HWR	Receipt and review of e-mail from County re: CCB agenda; conference with Andrea Lyons re: CCB agenda; review CCB agenda for February 4th.	0.4	\$290.00	\$116.00 ✓
2/2/2015	LGN	Work on preparing file for Escambia County Competency Board meeting on February 4, 2015.	0.2	\$110.00	\$22.00 ✓
2/3/2015	ACL	Review transcript from April 2014 meeting. Prepare for hearing tomorrow regarding status of the lifted stay. Review of e-mails.	0.5	\$200.00	\$100.00 ✓
2/3/2015	ENR	Conference with Wes Reeder regarding Show Cause Hearing. Review of CCB April Meeting Minutes in Preparation for Hearing to Lift Stay. Review of File for E-mails pertaining to Previous Hearings. Receipt and Review of E-mail from Andrea Lyons regarding Lifting of the Stay. Assisting Wes Reeder and Andrea Lyons with Preparation for Hearing.	0.6	\$125.00	\$75.00 ✓
2/3/2015	HWR	Telephone call to Gene re: hearing on stay.	0.1	\$290.00	\$29.00 ✓
2/4/2015	ACL	Appear at hearing in front of CCB. Discuss dates for show cause hearing. Meet with Wes on results of hearing.	1	\$200.00	\$200.00 ✓
2/4/2015	ENR	Conference with Wes Reeder regarding Show Cause Hearing. Conference with Andrea Lyons regarding CCB Meeting and Show Cause Hearing. E-mail to Sue Garrett regarding Show Cause Hearing.	0.6	\$125.00	\$75.00 ✓
2/4/2015	HWR	Conference with staff re: preparation for hearing, witness lists, etc.	0.2	\$290.00	\$58.00 ✓
2/4/2015	HWR	Conference with Andrea Lyons re: appearance at CCB; conference with Andrea Lyons post Board meeting; phone call with Gene re: show cause hearing.	0.7	\$290.00	\$203.00 ✓
2/5/2015	ACL	Work on matters for show cause hearing. Meet with Nicole. Work on issues with witness preparation.	0.3	\$200.00	\$60.00 ✓

\$1467.00

Date	Atty	Description	Hours	Rate	Amount
2/5/2015	ENR	Receipt and Review of E-mail from Sue Garrett regarding Show Cause Hearing. E-mail to Wes Reeder and Andrea Lyons regarding same. Conference with Andrea Lyons regarding Show Cause Hearing and Witness Preparation. Preparation for Show Cause Hearing. Conference with Wes Reeder regarding Hearing Prep. Preparation for Show Cause Hearing. E-mail to Wes Reeder regarding Witnesses.	0.6	\$125.00	\$75.00 ✓
2/5/2015	ENR	Review of E-mail regarding Pretrial Conference.	0.1	\$125.00	\$12.50 ✗
2/5/2015	HWR	Review e-mail re: show cause hearing; review e-mails (x3) re: schedule for show cause hearing.	0.2	\$290.00	\$58.00 ✓
2/5/2015	HWR	Receipt and review of e-mail from Garrett re: show cause hearing; review e-mail re: pretrial conference.	0.2	\$290.00	\$58.00 ✗
2/6/2015	ACL	Work on matters for show cause hearing. E-mails on same.	0.6	\$200.00	\$120.00 ✓
2/6/2015	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Witness Preparation. Conference with Wes Reeder regarding Witnesses. Researching Witness Contact Information. E-mail to Gene and Maureen Valentino regarding the Show Cause Hearing and Preparation for the same. E-mail to John Loftis regarding the Show Cause Hearing and Preparation for the same. E-mail to Scott Dean regarding the Show Cause Hearing and Preparation for the same. E-mail to Tom Godwin regarding the Show Cause Hearing and Preparation for the same.	1	\$125.00	\$125.00 ✓
2/6/2015	ENR	Receipt and Review of E-mail from Scott Dean regarding Show Cause Hearing. E-mail to Wes Reeder and Andrea Lyons regarding Same.	0.1	\$125.00	\$12.50 ✓
2/6/2015	ENR	E-mail to Gene and Maureen Valentino regarding the Grantwood Show Cause Hearing and Preparation for the same.	0.3	\$125.00	\$37.50 ✓
2/6/2015	ENR	Receipt and Review of E-mail from Becky White regarding Show Cause Hearing.	0.1	\$125.00	\$12.50 ✓
2/6/2015	HWR	Billable at no charge - e-mail to staff re: hearing preparation (@ 0.00).	0.1	\$0.00	\$0.00 ✗
2/6/2015	HWR	Receipt and review of e-mail to Tom Godwin re: hearing; review e-mails (x3) to witnesses for hearing; review e-mail from County confirming hearing date.	0.3	\$290.00	\$87.00 ✓
2/6/2015	HWR	Review e-mail from Nicole Ransom re: Scott Dean's availability for hearing; review e-mail from Gene re: hearing preparation.	0.2	\$290.00	\$58.00 ✓
2/8/2015	ENR	Receipt and Review of E-mail from Wes Reeder regarding Scott Dean's Availability and the Possibility of an Affidavit. E-mail to Wes Reeder and Andrea Lyons regarding Same.	0.1	\$125.00	\$12.50 ✓
2/8/2015	ENR	Receipt and Review of E-mail from Wes Reeder regarding Preparation for Show Cause Hearing.	0.1	\$125.00	\$12.50 ✓
2/9/2015	ACL	Work on matters for show cause hearing.	0.3	\$200.00	\$60.00 ✓
2/9/2015	ENR	Receipt and Review of Court Document: Order for Pretrial Conference and Setting Judge Trial.	0.1	\$125.00	\$12.50 ✗
2/10/2015	ACL	Review Pre-trial Order.	0.2	\$200.00	\$40.00 ✗
2/10/2015	ENR	Conference with Wes Reeder regarding Show Cause Hearing and Witness Preparation. Researching Loftis Marine Contact Information for John Loftis. E-mail to Wes Reeder regarding the same.	0.4	\$125.00	\$50.00 ✓
2/10/2015	ENR	Telephone Call with John Loftis regarding Show Cause Hearing and Preparation for the Same. Telephone Call to Tom Godwin regarding Show Cause Hearing and Preparation for the Same.	0.3	\$125.00	\$37.50 ✓
2/10/2015	HWR	Conference with staff re: preparation for hearing; conference with Nicole Ransom re: call with John Loftis.	0.2	\$290.00	\$58.00 ✓
2/10/2015	HWR	Meet and prepare for show cause hearing.	0.2	\$290.00	\$58.00 ✓

Date	Atty	Description	Hours	Rate	Amount
2/11/2015	ACL	Work on issue regarding possible affidavit for Scott Dean. E-mails on same.	0.1	\$200.00	\$20.00 ✗
2/11/2015	ENR	Receipt and Review of E-mail from John Loftis regarding Show Cause Hearing and Preparation.	0.1	\$125.00	\$12.50 ✓
2/11/2015	ENR	E-mail to Tom Godwin regarding Show Cause Hearing and Preparation for the Same. Telephone Call to Sue Garrett regarding Use of Affidavits at the Show Cause Hearing. E-mail to Wes Reeder regarding Telephone Call. Telephone Call to Tom Godwin. E-mail to Wes Reeder regarding Telephone Call.	0.3	\$125.00	\$37.50 ✓
2/11/2015	HWR	Review e-mail with Godwin re: preparation for hearing; review e-mail from Loftis re: hearing preparation.	0.2	\$290.00	\$58.00 ✓
2/11/2015	HWR	Review e-mails (x4) re: witness interviews.	0.1	\$290.00	\$29.00 ✓
2/13/2015	ACL	Work on matters for show cause hearing. Work on potential affidavits. Work on scheduling witness preparation. Review of e-mails on same.	0.5	\$200.00	\$100.00 ✓
2/13/2015	ENR	Receipt and Review of E-mail from Grant Wood with attached Appeal to BCC. Review of Appeal. Receipt and Review of E-mail from Andrea Lyons regarding Appeal.	0.3	\$125.00	\$37.50 ✓
2/13/2015	HWR	Receipt and review of notice of appeal; phone call with Andrea Lyons re: notice of appeal; e-mail to Gene re: notice of appeal; review e-mail re: schedule for witnesses.	0.5	\$290.00	\$145.00 ✓
2/15/2015	ACL	E-mails an Grantwood's show cause appeal.	0.2	\$200.00	\$40.00 ✓
2/16/2015	ENR	Voicemail from Sue Garrett. Return Telephone Call to Sue Garrett regarding Show Cause Hearing. Conference with Wes Reeder regarding Telephone Call with Sue Garrett. Telephone Call to John Loftis regarding Preparation Cancellation.	0.4	\$125.00	\$50.00 ✓
2/16/2015	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Witness Interviews. E-mail to Andrea Lyons regarding same. Telephone Call from John Loftis regarding Hearing Preparation. Conference with Wes Reeder regarding Telephone Call with Sue Garrett. Preparation for Witness Interviews and Show Cause Hearing. Telephone to Sue Garrett regarding Show Cause Hearing (County and Personal Cell Phones). E-mail to Sue Garrett regarding Show Cause Hearing.	2.5	\$125.00	\$312.50 ✓
2/16/2015	HWR	Receipt and review of e-mails from Gene (x3) re: Wood's notice of appeal; e-mail to Gene re: witness interviews; conference with Nicole Ransom re: call to Sue Garrett re: hearing; review client e-mail re: meeting to prepare for hearing.	0.6	\$290.00	\$174.00 ✓
2/16/2015	HWR	Review Grant Wood's appeal to Board of County Commissioners.	0.1	\$290.00	\$29.00 ✓
2/17/2015	HWR	Telephone call with County attorney re: stay, appeal procedure.	0.2	\$290.00	\$58.00 ✓
2/17/2015	HWR	Telephone call with Alison Rodgers re: appeal, Commissioners' meeting	0.4	\$290.00	\$116.00 ✓
2/18/2015	ENR	Receipt and Review of E-mail from Sue Garrett regarding Cancellation of Show Cause Hearing Pending the Outcome of the Appeal Filed with the Clerk to the Board of County Commissioners.	0.1	\$125.00	\$12.50 ✓
2/18/2015	HWR	Receipt and review of e-mail from Sue Garrett re: cancellation of hearing pending appeal.	0.1	\$290.00	\$29.00 ✓
2/26/2015	HWR	Receipt and review of e-mails (x2) re: new leaks at residence.	0.1	\$290.00	\$29.00 ✗
Total			345.60		\$57,093.51

Unbilled Time

3/3/2015	HWR	Conference with Andrea Lyons re: BCC meeting attendance.	0.2	\$290.00	\$58.00
Total			0.20		\$58.00

Tuesday, March 17, 2015

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\$1240.50

Date Atty Description

Hours Rate Amount

Billed Time Summary

ACL	1.5	\$0.00	\$0.00
ACL	64.3	\$176.29	\$10,128.00
BJH	0.3	\$0.00	\$0.00
CSN	0.5	\$0.00	\$0.00
ENR	14.6	\$0.00	\$0.00
ENR	113.5	\$118.41	\$12,558.00
GPF	4.4	\$165.91	\$465.00
HWR	14.5	\$0.00	\$0.00
HWR	115	\$286.72	\$32,677.50
JAL	1	\$0.00	\$0.00
JAL	4.6	\$54.35	\$250.01
LGN	1.3	\$105.00	\$132.00
LLM	2.5	\$102.00	\$222.50
SBF	0.7	\$250.00	\$175.00
SEW	0.9	\$0.00	\$0.00
SEW	2.5	\$70.00	\$173.50
SKC	0.1	\$0.00	\$0.00
SKC	3	\$90.00	\$270.00
TCD	0.4	\$105.00	\$42.00

Unbilled Time Summary

HWR	0.2	\$290.00	\$58.00
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Matter History Report

07010 Valentino Gene and Maureen

126432 Valentino, Gene & Maureen v. G

Date	Atty	Description	Hours	Rate	Amount
Billed Time					
2/26/2015	HWR	Receipt and review of e-mails (x2) re: new leaks at residence.	0.1	\$290.00	\$29.00 ✗
3/3/2015	ACL	Meet with Wes regarding appeal hearing and BCC meeting this Thursday. Call with Gene on same	0.6	\$200.00	\$120.00 ✓
3/3/2015	HWR	Conference with Andrea Lyons re: BCC meeting attendance.	0.2	\$290.00	\$58.00 ✓
3/4/2015	ACL	Work on matters for BCC meeting. Review agenda. E-mails to Wes and to Gene. E-mails from Nicole.	0.6	\$200.00	\$120.00 ✓
3/4/2015	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Hearing Properly Advertised. Receipt and Review of E-mail from Wes Reeder regarding Protocol.	0.1	\$125.00	\$12.50 ✓
3/4/2015	ENR	E-mail to Andrea Lyons regarding BCC Meeting.	0.1	\$125.00	\$12.50 ✓
3/4/2015	ENR	Receipt and Review of E-mail from Sue Garrett with link to Agenda for the Board of County Commissioners. Review of Agenda. Conference with Wes Reeder regarding same.	0.3	\$125.00	\$37.50 ✓
3/4/2015	HWR	Receipt and review of e-mail from Garrett re: appeal hearing; e-mail to Andrea Lyons re: appearance at appeal hearing; review e-mail from Andrea to Gene re: same.	0.2	\$290.00	\$58.00 ✓
3/5/2015	ACL	Work on matters preparing for County Commissioners' meeting. E-mails and calls on same.	0.4	\$200.00	\$80.00 ✓
3/5/2015	ACL	Attend Board of County Commissioners' meeting.	1.9	\$200.00	\$380.00 ✓
3/5/2015	ENR	E-mail to Wes Reeder regarding Board of County Commissioners Meeting pertaining to Grantwood Contractor Competency Board Appeal.	0.1	\$125.00	\$12.50 ✓
3/8/2015	HWR	Receipt and review of order re: pretrial matters; e-mail to Sherry Ware re: same.	0.1	\$290.00	\$29.00 ✗
3/9/2015	ENR	E-mail to Andrea Lyons regarding CCB Appeal and BCC Meeting.	0.1	\$125.00	\$12.50 ✓
3/9/2015	ENR	Telephone Call from Sue Garrett regarding BBC and CCB. E-mail to Wes Reeder and Andrea Lyons regarding Telephone Call.	0.3	\$125.00	\$37.50 ✓
3/9/2015	ENR	Receipt and Review of E-mail from Alain Espinosa with attached Notice of Hearing. Review of Notice of Hearing.	0.2	\$125.00	\$25.00 ✓
3/9/2015	HWR	Review e-mail from County re: notice of hearing re: appeal.	0.1	\$290.00	\$29.00 ✓
3/9/2015	HWR	Review e-mail from Nicole Ransom re: call from Garrett.	0.1	\$290.00	\$29.00 ✓
3/11/2015	HWR	E-mail to Andrea Lyons re: hearing on appeal.	0.1	\$290.00	\$29.00 ✓
3/18/2015	ACL	Work on matters for April 9 hearing. E-mails on same. Receipt of call from Gene.	0.3	\$200.00	\$60.00 ✗
3/18/2015	ACL	Work on discovery issues for trial. Consideration of Request for Admissions. Begin to review e-mails.	0.4	\$200.00	\$80.00 ✗
3/18/2015	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Telephone Call with Gene Valentino.	0.1	\$125.00	\$12.50 ✗
3/18/2015	HWR	Review and reply to e-mail from Andrea re: appeal hearing.	0.1	\$290.00	\$29.00 ✓
3/18/2015	HWR	Telephone call with Gene re: appeal hearing.	0.3	\$290.00	\$87.00 ✓
3/18/2015	HWR	Review scheduling order and review draft request for admissions; conference with Andrea Lyons re: draft discovery.	0.5	\$290.00	\$145.00 ✗
3/19/2015	ACL	E-mail from Gene.	0.1	\$200.00	\$20.00 ✗

Friday, April 24, 2015

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\$1169.00

Date	Atty	Description	Hours	Rate	Amount
3/23/2015	HWR	Receipt and review of e-mail from Gene re: bond renewal.	0.1	\$290.00	\$29.00 ✗
3/26/2015	ENR	Receipt and Review of Notice of Board of County Commissioners Appeal Hearing.	0.2	\$125.00	\$25.00 ✓
3/26/2015	HWR	Receipt and review of e-mail confirming appeal re: stay.	0.1	\$290.00	\$29.00 ✓
3/27/2015	ACL	Receipt of letter from Rebecca White. Review same and Notice of appeal hearing. Work on matters for same. E-mails on same.	0.3	\$200.00	\$60.00 ✓
3/31/2015	ACL	Work on matters fro April 9 hearing.	0.3	\$200.00	\$60.00 ✓
Total			8.40		\$1,747.50

Unbilled Time

4/1/2015	HWR	Review materials re: submission to County.	0.5	\$290.00	\$145.00 ✓
4/8/2015	HWR	Review e-mail from Andrea Lyons re: hearing.	0.1	\$290.00	\$29.00 ✓
4/9/2015	HWR	E-mail to Andrea Lyons re: BOCC meeting.	0.1	\$290.00	\$29.00 ✓
4/9/2015	HWR	Prepare for BOCC meeting; phone call with Gene re: BOCC meeting; attend Commission meeting.	3.1	\$290.00	\$899.00 ✓
4/10/2015	HWR	Review Wood's discovery responses.	0.4	\$290.00	\$116.00 ✗
Total			4.20		\$1,218.00

Billed Time Summary

ACL	4.9	\$200.00	\$980.00
ENR	1.5	\$125.00	\$187.50
HWR	2	\$290.00	\$580.00

Unbilled Time Summary

HWR	4.2	\$290.00	\$1,218.00
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\$1276.00