

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 – November 17, 2015 – 9:00 a.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

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

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

5. Commissioners' Forum.
6. Rotation of Chairman and Vice Chairman.

7. Proclamation.

Recommendation: That the Board adopt the Proclamation offering its sincere appreciation to the owners, drivers, and fans of Five Flags Speedway for making the Annual Snowball Derby a success and for bringing national recognition to Escambia County.

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

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.

9. 9:01 a.m. Public Hearing for consideration of the Petition to Vacate a Portion of an Unimproved Right-of-Way in the National Land Sales Company Subdivision.

Recommendation: That the Board take the following action concerning 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:

A. Approve 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);

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

10. 9:02 a.m. Public Hearing to consider adopting an Ordinance creating Volume I, Chapter 6, Article I, Sec. 6-4 of the Escambia County Code of Ordinances relating to prohibiting the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach.

Recommendation: That the Board take the following action:

A. Ratify authorizing the scheduling of a public hearing to consider adopting an Ordinance creating Sec. 6-4 of the Escambia County Code of Ordinances;

B. Adopt an Ordinance creating Sec. 6-4 of the Escambia County Code of Ordinances relating to prohibiting the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach to include either Option 1 or Option 2 as follows: Option 1) Sec. 6-4(6) Sunset Provision; or Option 2) Sec. 6-4(6) Annual Review.

11. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 5, 2015; and

B. Approve the Minutes of the Regular Board Meeting held November 5, 2015.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. **9:05 a.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Article 5, Pensacola Beach Districts**

That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) Chapter 3, Article 5, Sections 3-5.2 thru 3-5.9, "Site and building requirements," to modify site and building requirements for setbacks in the LDR-PB, MDR-PB, MDR/C-PB, HDR-PB, HDR/C-PB, GR-PB, REC/R-PB, and CH-PB Districts and modifying permitted use for "temporary structures" to require a limited use permit in the GR-PB, REC/R-PB, and CH-PB Districts.

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, December 10, 2015

A. 5:48 p.m. - A Public Hearing - SRJA Setback Ordinance (second of two public hearings)

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

C. 5:50 p.m. - A Public Hearing - Zoning Consistency with FLU Ordinance

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

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

That the Board approve the Request for Disposition of Property Form for the Corrections Department, for the property which is described and listed on the Disposition Form, with reason for disposal stated.

2. Recommendation Concerning the Request for Disposition of Property for the Office of the Clerk of the Circuit Court and Comptroller - Pam Childers, Clerk of the Circuit Court

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

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

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

4. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, October 22, 2015 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the October 22, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

5. Recommendation Concerning the HOME Investment Partnerships Program (HOME) Homebuyer Program - Tonya Gant, Neighborhood & Human Services Department Director

That the Board modify the HOME Investment Partnerships Program (HOME) Homebuyer Program (Program) to increase the amount of assistance to make the County or City Community Redevelopment Areas the targeted locations, to allow for any homebuyer making the property his/her principal residence to participate, and to restrict the property type to new construction only.

6. Recommendation Concerning the Approval of the Declaration of Restrictive Covenant for Property Located at the Escambia County Mahogany Mill Boat Ramp Facility - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the property located at the Escambia County Mahogany Mill Boat Ramp Facility:

A. Approve the Declaration of Restrictive Covenant for County-owned property located at the Escambia County Mahogany Mill Boat Ramp Facility, Pensacola, Florida; and

B. Authorize the Chairman to sign and execute all associated documents.

7. Recommendation Concerning Permission to Enter Property to Allow the Florida Department of Environmental Protection to Conduct Groundwater Sampling in an Existing Sampling Well on County-Owned Property at 2601 Massachusetts Avenue - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Permission to Enter Property for County-owned property located 2601 Massachusetts Avenue, Pensacola, Florida:

A. Approve the Permission to Enter Property to allow the Florida Department of Environmental Protection (FDEP) to conduct groundwater sampling in an existing sampling well on County-owned property located at 2601 Massachusetts Avenue; and

B. Authorize the Chairman to sign and execute all documents related to the project.

8. Recommendation Concerning the Florida-Alabama Transportation Planning Organization Interlocal Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Florida-Alabama Transportation Planning Organization Interlocal Agreement:

A. Adopt the Resolution authorizing the Chairman to execute the Interlocal Agreement for Creation of the Florida-Alabama Transportation Planning Organization;

B. Approve the updated Interlocal Agreement for Creation of the Florida-Alabama Transportation Planning Organization made and entered into on the 7th day of October 2015, by and between the Florida Department of Transportation (FDOT); Alabama Department of Transportation (ALDOT); Florida Counties of Escambia and Santa Rosa; Alabama County of Baldwin; the Cities of Pensacola, Gulf Breeze, Milton in Florida and Orange Beach in Alabama; and Escambia County Area Transit; and

C. Authorize Mike Crittenden, General Manager, Escambia County Area Transit, to execute the Interlocal Agreement.

[There is no budgetary impact]

9. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Hillview Drive - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for December 10, 2015, at 5:32 p.m., to consider the Petition to Vacate a portion of Hillview Drive, (80 feet x 239.87 feet = 19,189.60 square feet or approximately 0.44 acres), as petitioned by ACTS Retirement-Life Communities, Inc.

10. Recommendation Concerning the Pensacola Winterfest Event - David W. Wheeler, CFM, Facilities Management Director

That the Board take the following action concerning the Pensacola Winterfest Event:

A. Approve the Hold Harmless and Indemnification Agreement between Escambia County, Florida, and Pensacola Winterfest, Inc., for the Winterfest Event occurring on November 22, 27-28 & December 5, 11, 18-21, 2015; and

B. Authorize the County Administrator to sign the Hold Harmless and Indemnification Agreement and any related documents.

11. Recommendation Concerning the Scheduling of a TEFRA Hearing for the Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds - JoLinda Herring, Shareholder, Bryant Miller Olive P.A.

That the Board authorize the scheduling and advertising of a Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for 5:33 p.m., on December 10, 2015, for consideration of authorizing the issuance by the Osceola County Housing Finance Authority (the "Issuer") of not to exceed \$44,000,000 in Multifamily Housing Revenue Bonds (the "Bonds") on behalf of Hallmark Development Services, LLC, or one of its affiliates (the "Borrower"). The Bonds will not be issued by the County nor obligate the credit of the County or pose any obligation or liability for the County.

12. Recommendation Concerning the Interlocal Agreement Relating to the Impoundment and Disposition of Livestock Running at Large - Donald R. Mayo, CBO, Building Services Department Director

That the Board approve and authorize the Chairman to sign the Interlocal Agreement between the Escambia County Sheriff's Office, The Clerk of the Circuit Court and Comptroller for Escambia County, Florida, and Escambia County, Florida, relating to the impoundment and disposition of livestock running at large.

13. Recommendation Concerning the Board of County Commissioners' Substance Abuse Policy - Thomas G. Turner, Human Resources Department Director

That the Board take the following action concerning the Board of County Commissioners' Substance Abuse Policy, Section II, Part C.12:

A. Approve the following revisions:

1. In Section B. Scope, add Florida Statutes, Chapter 112.0455 to adhere to requirements of the Florida statutes;

2. In Section D.3.b., add that the employee will be placed on unpaid administrative leave pending the results of the laboratory test, and the employee may use their own accrued annual, compensatory, holiday or Paid Time Off (PTO) leave during this unpaid administrative leave;

3. In Section H.3. add that a confirmed positive test will result in termination of employment, and delete 3a-b, and 4-8; and;

4. Delete Section M;

B. Approve changes, such as verbiage cleanup, for clarity and conformity to current practices;

C. Adopt the revised Policy; and

D. Allow the Policy to become effective March 1, 2016, after approval to allow for an orderly transition and employee training on the new Policy.

14. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Outdoor Event at the Downs Family Farms located at 12156 Havburg Drive, Pensacola, Escambia County, from 7:00 p.m., Saturday, December 5, 2015, through 2:00 a.m., Sunday, December 6, 2015 - Donald R. Mayo, CBO, Building Services Department Director

That the Board consider the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance in regards to the outdoor event with music to be held at the Downs Family Farms, located at 12156 Havburg Drive, Pensacola, Escambia County, from 7:00 p.m., Saturday, December 5, 2015, through 2:00 a.m., Sunday, December 6, 2015.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #017 -
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #017, Other Grants and Projects Fund (110), in the amount of \$220,158, to recognize proceeds from two Department of Justice Edward Byrne Memorial Justice Assistance Grants (JAG), and to appropriate these funds for the Escambia County Sheriff, "Crimes Involving Firearms" Projects.

2. Recommendation Concerning Supplemental Budget Amendment #018 -
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #018, Local Option Sales Tax Fund (352), in the amount of \$1,045,000, to recognize proceeds from the Santa Rosa Island Authority (SRIA) in accordance with an Interlocal Agreement between Escambia County and the SRIA approved October 8, 2015, and to appropriate these funds for construction of a traffic calming zone on County Road (CR) 399 adjacent to the Portofino Condominiums on Pensacola Beach.

3. Recommendation Concerning Supplemental Budget Amendment #019 -
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #019, Other Grants and Projects Fund (110) in the amount of \$12,880, to recognize additional proceeds from the BP Promotional Fund Grant to implement a marketing initiative to promote "Naturally EscaRosa".

4. Recommendation Concerning Supplemental Budget Amendment #020 -
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #020, General Fund (001) and Community Redevelopment Fund (151), a reduction in the amount of \$25,915, to recognize an adjustment to the Escambia County Tax Increment Financing (TIF) Districts. This adds \$60,168 to reserves for operating, reduces the County TIF Areas by \$25,915, and reduces the allocation to the City TIF Areas by \$34,253 based on the final certification of property values.

5. Recommendation Concerning Supplemental Budget Amendment #021 -
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #021, Local Option Sales Tax (LOST) Fund (352) in the amount of \$47,493, to recognize a reimbursement from the Emerald Coast Utilities Authority (ECUA) per the Interlocal Cost Sharing Agreement, and appropriating funds for the Olive Road West utility relocations.

6. Recommendation Concerning the Surplus and Sale of Real Properties that
Have Escheated to the County - Stephan Hall, Budget Manager, Management
and Budget Services

That the Board take the following action concerning the surplus and sale of real properties, located at the following locations, that have escheated to the County:

A. Authorize the County Attorney to take such necessary actions to evict the occupants of these County-owned properties, if they are still occupying the premises;

B. Declare surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District (Dist) noted:

Account#	Reference #	Address	2015 PA Value	Dist
02-1383-000	121S305409000008	300 Blk Washburn St.	\$6,555.00	3
03-0407-000	221S305101001006	951 West Hope Drive	\$10,336.00	3
03-0436-000	231S301201005017	1640 Lepley Road	\$9,462.00	3
03-0819-000	231S304401000034	1321 Kramer Street	\$7,600.00	3
04-2472-100	461S302001050012	113 Lenox Parkway	\$19,381.00	3
05-1029-000	042S306001021017	103 East Anderson St.	\$7,200.00	3
05-2845-000	092S301100002185	3623 North "R" Street	\$5,130.00	3
05-4317-000	142S306000000014	1820 North 60th Avenue	\$22,440.00	2
06-1780-000	172S301401040004	2807 North "P" Street	\$5,900.00	3
06-2198-000	172S301600501050	1220 W. Maxwell Street	\$7,838.00	3
06-2513-500	182S303101110007	741 W. Hernandez St.	\$13,302.00	3
06-4226-000	332S304000050224	2910 West Desoto St.	\$5,036.00	3
07-0461-040	342S300201012007	700 Blk North 48th St.	\$5,380.00	2

C. Authorize the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

D. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents related to the sales.

7. Recommendation Concerning the Cancellation of One Residential Rehab Grant Program Lien - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following November 17, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Lien:

A. Approving the following cancellation of one Residential Rehab Grant Program Lien, as the Grant recipient has met his Grant requirements:

Property Owner	Address	Amount
Michael S. Kelly	312 Payne Road	\$3,727

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

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

That the Board ratify the following November 17, 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 seven Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Kimberly R. Cleveland Green, owner of residential property located at 266 North Cary's Lane, Barrancas Redevelopment District, each in the amount of \$3,324, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install new windows;
2. The Agreements between Escambia County CRA and Joseph & Donna J. Baudendistel, owners of residential property located at 1315 Wisteria Avenue, Barrancas Redevelopment District, each in the amount of \$5,835, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install new central heating & air conditioning system;
3. The Agreements between Escambia County CRA and Joseph M. Baudendistel, owner of residential property located at 516 Syrcle Drive, Warrington Redevelopment District, each in the amount of \$5,605, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for electrical rewiring;
4. The Agreements between Escambia County CRA and Daniel W. and Debra Hamby, owners of residential property located at 319 East Winthrop Avenue, Warrington Redevelopment District, each in the amount of \$3,550, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to replace roof;
5. The Agreements between Escambia County CRA and Shirley J. Hudgins, owner of residential property located at 35 Patton Drive, Warrington Redevelopment District, each in the amount of \$5,253, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install new windows and electrical rewiring;

6. The Agreements between Escambia County CRA and Kevin M. and Patricia J. McCoy, owners of residential property located at 408 Labree Road, Warrington Redevelopment District, each in the amount of \$3,955, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to replace roof; and

7. The Agreements between Escambia County CRA and F.E. Miller and Betty M. Smith, owners of residential property located at 312 Sunset Avenue, Warrington Redevelopment District, each in the amount of \$2,050, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection; 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 State of Florida, Department of Transportation, Local Agency Program Agreement between the Florida Department of Transportation and Escambia County, Florida, for the Quietwater Beach Ferry Landing Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida, Department of Transportation, Local Agency Program Agreement between the Florida Department of Transportation and Escambia County, Florida, for the design of the Quietwater Beach Ferry Landing Project:

A. Approve the State of Florida, Department of Transportation, Local Agency Program Agreement between the State of Florida Department of Transportation and Escambia County, Florida, for the design of the Quietwater Beach Ferry Landing Project; and

B. Adopt a Resolution authorizing the Chairman to sign the Local Agency Program Agreement.

[Funding Source: Fund 175, "Transportation Trust Fund"]

10. Recommendation Concerning the Purchase of Cameras for Escambia County Community Transportation Paratransit Vehicles - Joy D. Blackmon, P.E., Public Works Department Director

That the Board award a Purchase Order to Apollo Video Technology, in the amount of \$122,653, to supply and install cameras on paratransit vehicles owned by Escambia County.

In January 2015, Escambia County issued an Invitation to Bid to supply and install security cameras on Escambia County Area Transit (ECAT) vehicles. PD14-15.027 was awarded to Apollo Video Technology. (Bid Tab Attachment 1)

[Funding: Fund 320, FTA State of Good Repair Program, Cost Center 221227, Object Code 56408]

11. Recommendation Concerning the Acceptance of a Drainage Easement on West Detroit Boulevard - 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 from Empire Truck Sales, LLC, located at 2241 Detroit Boulevard:

A. Accept the donation of a drainage easement, located at 2241 Detroit Boulevard, from Empire Truck Sales, LLC;

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

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

12. Recommendation Concerning a Fiscal Year 2014/2015 Purchase Order in Excess of \$50,000, for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of a Purchase Order in excess of \$50,000, for the Public Safety Department to Sunbelt Fire, Inc., (Vendor Number 195886), in the amount of \$150,000, for the purchase of parts and fire apparatus maintenance.

[Funding: Fund 143, Fire Protection Fund, Cost Center 330206, Object Code 54601, Repair and Maintenance]

13. Recommendation Concerning the Purchase of Four Vehicles for the Public Safety Department, Fire Services Division - Michael D. Weaver, Public Safety Department Director

That the Board authorize the County to utilize the State of Florida Term Contract #25100000-15-010, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order for two 2016 Chevrolet Tahoe 4WD vehicles, one 2016 Chevy Silverado 1500 4WD, and one Chevy Silverado 2500 4WD, for the Fire Services Division, in accordance with the specifications VE 14-15.043, VE 14-15.044, and VE 14-15-045, in the amount of \$140,288.95, to Garber Chevrolet Buick GMC Truck, Vendor #070423.

The Invitation to Bid VE 14-15.043, VE 14-15.044, and VE 14-15-045, Fire Service Department Vehicles Purchase was posted in the Pensacola News Journal on September 28, 2015. The Invitation to bid was open for 30 days, and closed with no bids having been received on October 28, 2015.

[Funding: Fund 352, LOST III, Cost Center 330228, Project Code 08FS0018, Account Code 56401]

14. Recommendation Concerning the Supplemental Promotional Fund Grant Agreement with Patrick Juneau Relating to the Naturally EscaRosa Trail Project (BP) - Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board take the following action concerning the Supplemental Promotional Fund Grant Agreement with Patrick Juneau, as Trustee of the Settlement Trust and as Claims Administrator of the Court Supervised Settlement Program:

A. Accept and approve the Supplemental Promotional Fund Grant Agreement with Patrick Juneau, as Trustee of the Settlement and as Claims Administrator of the Court Supervised Settlement Program, in the amount of \$12,880, which is restricted in use for advertising and collateral materials relating to the Naturally EscaRosa Project (BP). The funds are being awarded for the period of August 1, 2015, to July 31, 2016; and

B. Authorize the Chairman to sign the Supplemental Promotional Fund Grant Agreement, and any documents related to the acceptance, execution, reporting, and Amendments to the Grant Agreement, pending Legal review and approval, without further action of the Board.

Please note in the Agreement, paragraph 9.6 (Dispute Resolution.), "Any and all claims, disputes and controversies arising under or relating to this Agreement that cannot be resolved by the Parties shall be determined solely in the Court, under Louisiana law without regard to its conflicts of law provisions. All Parties waive the right to a jury trial. In the Court's discretion, the prevailing Party in any dispute arising from this Agreement may be awarded reasonable attorney's fees." In addition, per the first sentence of paragraph 9.10 (Governing Law; Severability.), "This Agreement shall be governed by and construed in accordance with the law of the State of Louisiana without reference to its conflict of laws principles."

[There is no budgetary commitment on behalf of the County. The Cost Center (221202) and Fund Account (110) were previously established upon receipt of the original BP Gulf Tourism and Seafood Promotional Fund Grant]

15. Recommendation Concerning the Notice of Award for Planning Assistance for the Development of the Multi-Year Implementation Plan Relating to RESTORE - Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board acknowledge and accept the Notice of Award (Grant No. RDCGR080002-01-00) for planning assistance for the development of the Multi-Year Implementation Plan (MYIP) relating to RESTORE (Resources, Ecosystems Sustainability, Tourist Opportunities and Revived Economies) from the U.S. Department of the Treasury, Office of the Fiscal Assistant Secretary/Office of Gulf Coast Restoration, in the amount of \$415,850.11.

[Funding: Fund 102, Economic Development Fund]

16. Recommendation Concerning an Interlocal Agreement with the City of Pensacola for the Bayou Chico Restoration Project - Keith T. Wilkins, Department of Natural Resources Management Director

That the Board take the following action concerning an Interlocal Agreement with the City of Pensacola for the Bayou Chico Restoration Project:

A. Approve the Interlocal Agreement between the City of Pensacola and Escambia County, Florida, for the Bayou Chico Restoration Project; and

B. Authorize the Chairman to sign the Interlocal Agreement, and any related documents such as acceptance, execution, reporting, no-cost time extensions, and Amendments to the Interlocal Agreement, subject to Legal review and approval, without further action of the Board.

[Funding: Fund 118, Gulf Coast Restoration Fund, Cost Center 222002, NFWF #45910 Bayou Chico]

17. Recommendation Concerning Group Medical Insurance - Thomas G. Turner,
Human Resources Department Director

That the Board take the following action concerning Group Medical Insurance, PD 14-15.069:

A. Approve and authorize the County Administrator to sign the Audit Activities - Medical and Pharmacy document, Wellness Initiative Sponsorship document, Wellness/Pre-Implementation Audit Credit document, and the Stop Loss Proposal for Escambia County;

B. Approve, subject to Legal review and sign-off, the Authorization to Receive Stop Loss Policy Payments and the Application for Stop Loss Insurance; and

C. Authorize the County Administrator to sign, subject to Legal review and sign-off, the Authorization to Receive Stop Loss Policy Payments and the Application for Stop Loss Insurance.

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

18. Recommendation Concerning a Purchase Order in Excess of \$50,000 for
Fiscal Year 2014/2015 for the Human Resources Department - Thomas G.
Turner, Human Resources Department Director

That the Board, for the Fiscal Year 2015/2016, approve the issuance of an individual Purchase Order and/or Blanket Purchase Order in excess of \$50,000, based upon a previously-awarded Contract, Contractual Agreement, or an annual requirement for the Human Resources Department as follows:

Contractor	Not to Exceed Amount	Contract Number
AON Consulting, Inc. Vendor #420681 Consulting Fee Cost Center 150108 Broker/Consulting Services	\$50,000	PD 15-15.020

[Funding Source: Fund 501, Internal Service Fund]

19. Recommendation Concerning Contract Award for Design Services for Thompson Road, Crary Road, and McNeal Road Dirt Road Paving and Drainage Improvements - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Thompson Engineering, Inc., per the terms and conditions of PD 14-15.079, Design Services for Thompson Road, Crary Road and McNeal Road Dirt Road Paving and Drainage Improvements, for a lump sum of \$56,630 and optional services of \$3,240, for a total of \$59,870.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 14EN2905]

20. Recommendation Concerning the Contract Award for 10 Mile Creek Restoration Project - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board ratify the County Administrator's Signature on the Agreement and Purchase Order between Escambia County and J. Miller Construction, Inc., per the terms and conditions of PD 14-15.077, 10 Mile Creek Restoration Project for a lump sum of \$1,672,498.20.

Thursday, April 9, 2015, the Board took action "concerning the United States Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS) Emergency Watershed Project (EWP) Program Project Agreement" and "authorized the County Administrator, the Chairman, or Vice Chairman to execute the appropriate document to award Design and Construction Documents for the NRCS projects".

[THE EXECUTED SIGNATURE PAGE OF THE AGREEMENT AND THE PURCHASE ORDER WILL BE DISTRIBUTED UNDER SEPARATE COVER]

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330493, Object Code 54612/56301, Project Number ESDCE31]

21. Recommendation Concerning Awarding a Contract for Fireman's Bunker Gear - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board award Contract PD 14-15.100, Fireman's Bunker Gear, to Fischer Scientific Company, LLC, and approve the Agreement for Fireman's Bunker Gear, PD 14-15.100, between Escambia County, Florida, and Fisher Scientific Company, LLC, in the amount of \$150,000 annually, for a term of 36 months with two options for 12-month extensions.

The Office of Purchasing advertised the Solicitation on October 5, 2015. Five qualified vendors known to carry the personal protective equipment with Underwriters Laboratories Inc., (UL) or Safety Equipment Institute (SEI) certification were notified. One bid was received on October 20, 2015. Fisher Scientific Company, LLC, the only bidder was accepted for recommendation by the Public Safety Fire Rescue Department.

[Funding: Fund 143, Fire Protection Fund, Cost Center 330206, Object Code 55201 - \$150,000 Annually - Fire Protection Fund 143]

22. Recommendation Concerning Supplemental Budget Amendment #024 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #024, General Fund (001), in the amount of \$19,000, and Building Inspections Fund (406), in the amount of \$93,575, to recognize anticipated revenues from implementing a \$5 Construction Technology Fee on all permits issued from the Building Inspections Division and Development Services Department.

23. Recommendation Concerning Approval of the Final Payment to Dewberry Consultants, LLC, for Work Associated with the April 2014 Flood - Amy Lovoy, Assistant County Administrator

That the Board approve the final payment to Dewberry Consultants, LLC, in an amount not to exceed \$168,532.75.

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330491]

24. Recommendation Concerning the Memorandum of Agreement Regarding the Operations and Maintenance of the Escambia Treating Company Superfund Site - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Memorandum of Agreement (MOA) for property located at 3910 North Palafox Street:

A. Approve the Memorandum of Agreement (MOA) with the Florida Department of Environmental Protection regarding the Operations and Maintenance of the Escambia Treating Company (ETC) Superfund Site property located at 3910 North Palafox Street; and

B. Authorize the Chairman to sign the MOA and all documents related to the acquisition of the ETC site, pending Legal review and sign-off.

[AGREEMENT TO BE DISTRIBUTED UNDER SEPARATE COVER]

[Acceptance of these properties will require the County to perform regular operations and maintenance as per the attached Agreement in an estimated amount between \$50,000 and \$100,000 annually. If no other funding source can be identified for these costs, they will need to be budgeted in the General Fund]

III. For Discussion

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

That the Board appoint one of the following nominees to the Human Services Appropriations Committee (HSAC) to serve a three-year term, effective November 17, 2015, through November 16, 2018, to replace Dr. Lusharon Wiley, whose appointment term has expired:

A. Ms. Megan N. Walters; or

B. Mr. Terrance Paul White.

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. Commissioner Underhill nominated Mr. White, who is also interested in serving on the Committee.

2. Discussion Concerning Contracting with Statecraft, LLC - Grover C. Robinson, IV, District 4 Commissioner

That the Board discuss contracting with Statecraft, LLC (William "Bill" Williams), to provide strategic development of RESTORE and additional tasks as assigned.

[Funding: Board's Non-Departmental Account, Fund 102, Economic Development Cost Center 360704, Object Code 53101]

3. Discussion Concerning Keep Pensacola Beautiful - Steven Barry, District 5 Commissioner

12. Items added to the agenda.

13. Announcements.

14. Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9380

Proclamations 7.

BCC Regular Meeting

Meeting Date: 11/17/2015

Issue: Adoption of Proclamation

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamation.

Recommendation: That the Board adopt the Proclamation offering its sincere appreciation to the owners, drivers, and fans of Five Flags Speedway for making the Annual Snowball Derby a success and for bringing national recognition to Escambia County.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Five Flags proc

PROCLAMATION

WHEREAS, Five Flags Speedway has been the focus of motorsports in Northwest Florida for over 57 years; and

WHEREAS, Five Flags Speedway will celebrate the 48th anniversary of the Snowball Derby on December 6, 2015; and

WHEREAS, the Snowball Derby has become one of the largest annual sporting event in Escambia County; and

WHEREAS, the Snowball Derby promotes Pensacola and Escambia County by bringing thousands of sports enthusiasts from out of town to enjoy a weekend of thrilling racing; and

WHEREAS, the Bryant family has demonstrated its commitment to the continuance of motorsports at Five Flags Speedway.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, offers its sincere appreciation to the owners, drivers, and fans for making the Annual Snowball Derby a success and for bringing national recognition to Escambia County.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman,
District Four

Wilson B. Robertson, Vice Chairman,
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: November 17, 2015



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9304

Public Hearings 9.

BCC Regular Meeting

Meeting Date: 11/17/2015

Issue: 9:01 a.m. Public Hearing - 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:

RECOMMENDATION:

9:01 a.m. Public Hearing for consideration of the Petition to Vacate a Portion of an Unimproved Right-of-Way in the National Land Sales Company Subdivision.

Recommendation: That the Board take the following action concerning 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:

- A. Approve 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);
- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

BACKGROUND:

Petitioners own property on both sides of the 30' wide unimproved right-of-way as shown on the Plat of the National Land Sales Company Subdivision as recorded in Plat Deed Book 102 at Page 600 of the public 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 confirms the vesting or return of title of 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:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval of the vacation, the necessary documents will be signed and it will be the responsibility of the Petitioner or Petitioner's agent to have the documents recorded in the public record and to advertise the required public notifications.

Attachments

Petition

Hold Harmless

Resolution

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.

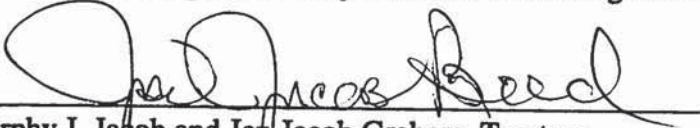
LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA.

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:

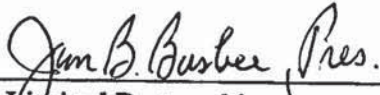
Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interest party. Any interested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

HOLD/HARMLESS AGREEMENT

WHEREAS, Murphy J. Jacob and Jan Jacob Graham, Trustees of the Murphy j. Jacob Revocable Trust Agreement dated April 18, 2008, and The Busbee Limited Partnership hereafter called "Petitioners" have requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, hereafter called "County" has no objection to granting such petition, providing that certain covenants and agreements are made on behalf of the citizens and residents of Escambia County, Florida, and on behalf of Escambia County;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and the mutual promises contained herein, Petitioner(s) and County do agree as follows:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A), agrees to vacate, abandon, and close the following described public street, road, alleyway or a portion thereof, or other land dedicated for public use and to surrender, renounce and disclaim any right of the County and public in and hereto:

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. Petitioners, hereby covenant and agree that they have complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

3. Petitioners, hereby covenant and warrant that no person will be denied ingress/egress or access to their property or use by the vacation of the public rights-of-way or other land which is described herein.

4. Petitioners, further hereby agree to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.

Executed in the presence of:
Donald C. Busbee Jr.
Witness
RONALD C. BUSBEE JR.
Print or type name
Samuel V. Sparks
Witness
SAMUEL V. SPARKS
Print or type name

The Busbee Limited Partnership
Jan B. Busbee Pres.
Jan B. Busbee, President

Date: 10/28/15

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of
October, 20 15, by Jan B. Busbee as President of The Busbee Limited
Partnership. He/She is (X) personally known to me, () produced current
Florida/Other _____ driver's license as identification, and/or
() produced current _____
as identification.

(Notary Seal must be affixed)

Sharon D. Yates
Notary Public
Sharon D. Yates
Print or type name

Commission Expires: 7/10/2017
Commission Number: FF 030953



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By _____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Approved by the B.C.C. on: _____

Executed in the presence of:

Laurie Stearmer

Witness

Laurie Stearmer

Print or type name

Walker B. Wilkins III

Witness

Walker B. Wilkins III

Print or type name

Jan Jacob Reed

Jan Jacob Reed

Date:

10-28-15

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of October, 2015, by Jan Jacob Reed, Trustee of the Murphy J. Jacob Revocable Trust Agreement dated April 16, 2006. He/She is (X) personally known to me, () produced current Florida/Other _____ driver's license as identification, and/or () produced current _____ as identification.

Sharon D. Yates

Notary Public

Sharon D. Yates

Print or type name

(Notary Seal must be affixed)

Commission Expires: 7/10/2017

Commission Number: FF 030953



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By _____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Approved by the B.C.C. on: _____

RESOLUTION NUMBER R_____ - _____

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

WHEREAS, 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 have petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

WHEREAS, the Board of County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

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.

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

WHEREAS, 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, have caused to be published on October 29, A.D., 2015, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 9:01 a.m. on November 17, 2015 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

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

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.

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

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Adopted: _____

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'

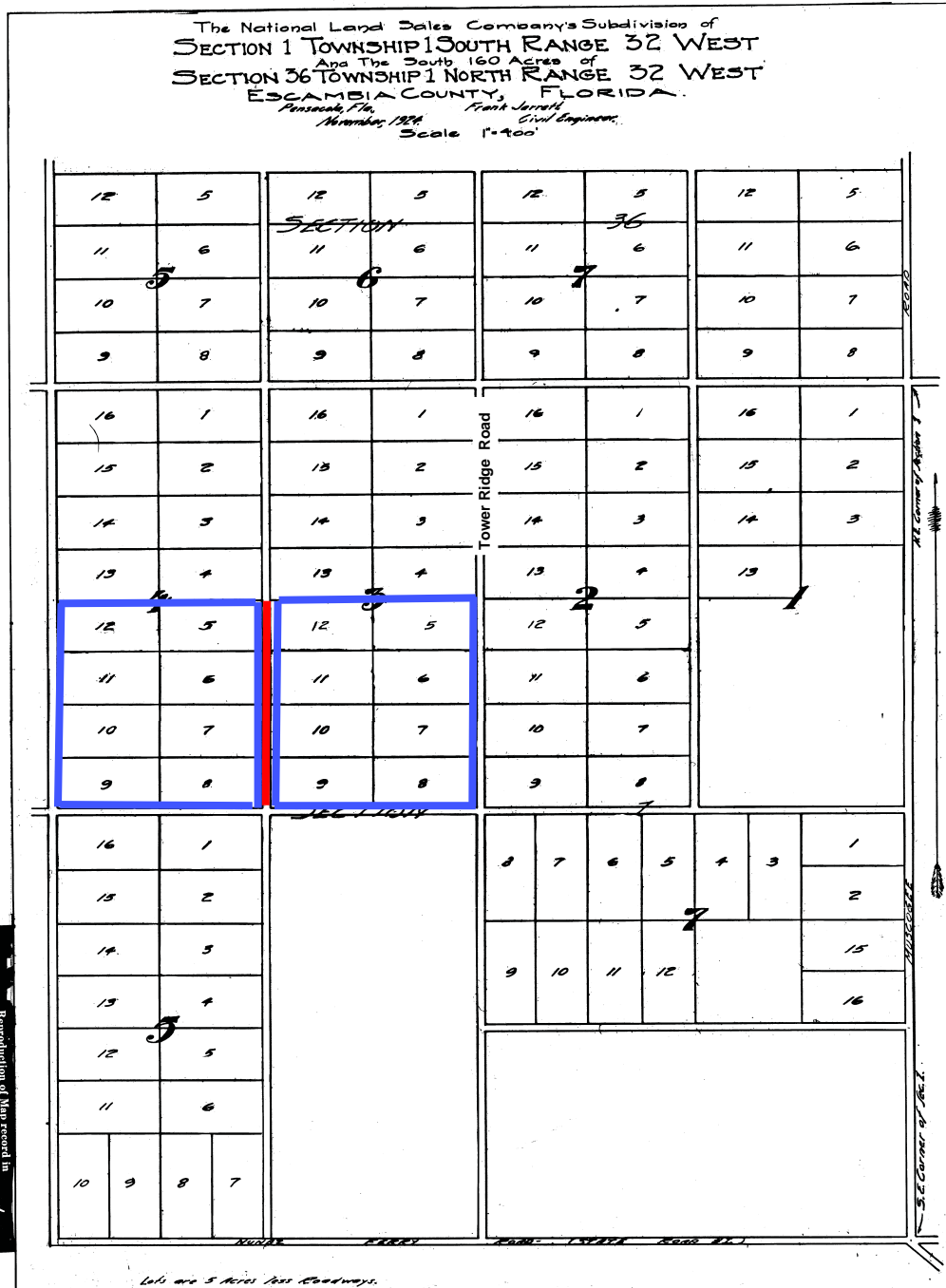


PETITIONER'S
PROPERTY



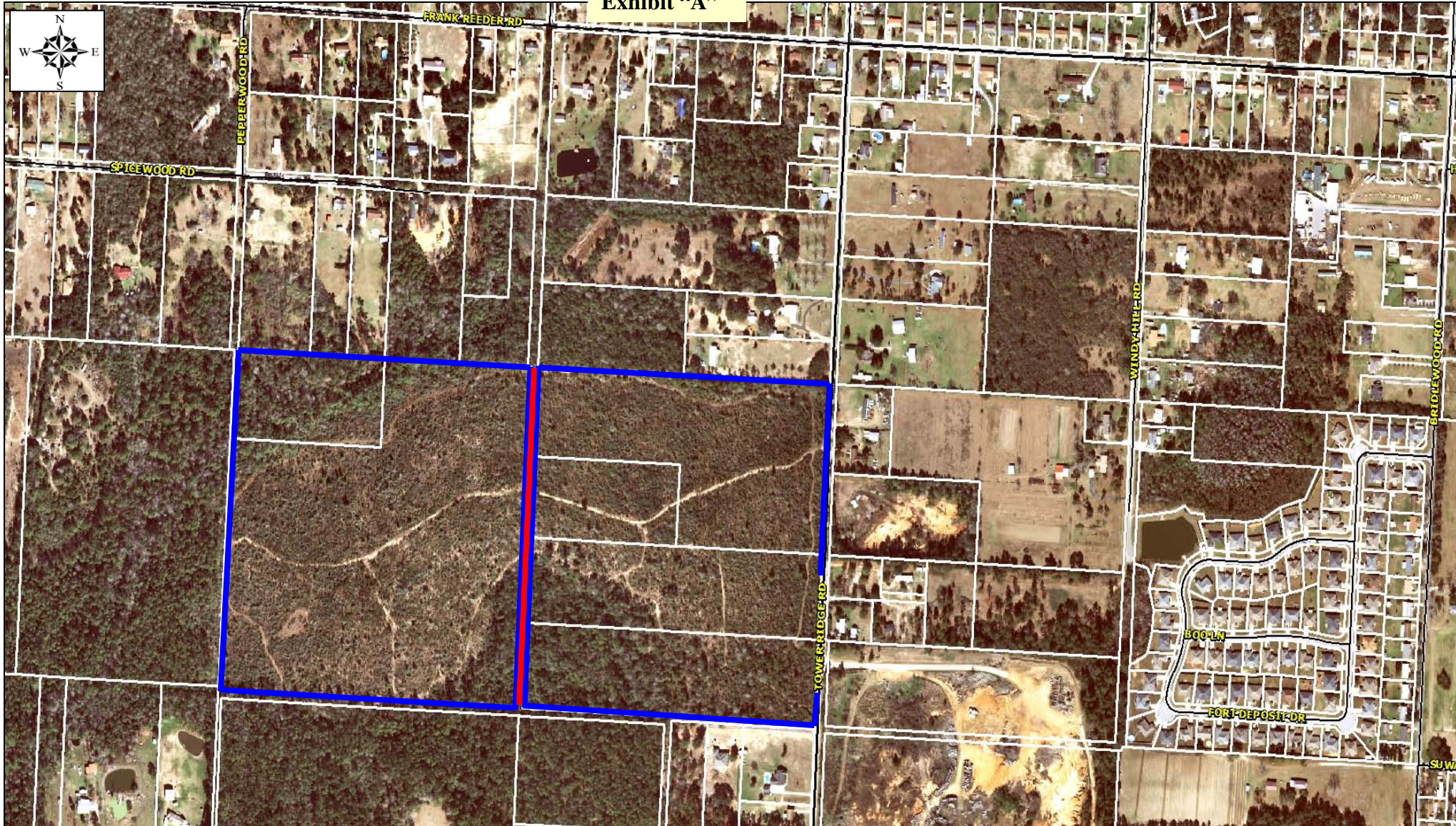
PORTION OF R/W
REQUESTED TO BE
VACATED

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



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-9271

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 11/17/2015

Issue: 9:02 a.m. Public Hearing to consider an Ordinance creating Sec. 6-4 of the Escambia County Code of Ordinances

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

9:02 a.m. Public Hearing to consider adopting an Ordinance creating Volume I, Chapter 6, Article I, Sec. 6-4 of the Escambia County Code of Ordinances relating to prohibiting the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach.

Recommendation: That the Board take the following action:

A. Ratify authorizing the scheduling of a public hearing to consider adopting an Ordinance creating Sec. 6-4 of the Escambia County Code of Ordinances;

B. Adopt an Ordinance creating Sec. 6-4 of the Escambia County Code of Ordinances relating to prohibiting the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach to include either Option 1 or Option 2 as follows: Option 1) Sec. 6-4(6) Sunset Provision; or Option 2) Sec. 6-4(6) Annual Review.

BACKGROUND:

Pursuant to the authority granted in §125.01(1)(o) and (w) and Chapter 562, Florida Statutes, the Board of County Commissioners is authorized to establish and enforce regulations pertaining to alcoholic beverages. The proposed Ordinance would prohibit the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinances were drafted by Assistant County Attorney, Kristin D. Hual and advertised in the Sunday, November 1, 2015, edition of the *Pensacola News Journal*.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

Attachments

Draft Ordinance Option 1 - Sunset Provision

Draft Ordinance Option 2 - Annual Review

ORDINANCE 2015-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, CREATING VOLUME I, CHAPTER 6, ARTICLE I, SECTION 6-4 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO PROHIBITING THE CONSUMPTION OF ANY ALCOHOLIC BEVERAGE OR THE POSSESSION OF ANY ALCOHOLIC BEVERAGE IN AN OPEN CONTAINER ON OR UPON PUBLIC AREAS IN THE COMMERCIAL DISTRICT OF PENSACOLA BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County is authorized to establish and enforce regulations pertaining to alcoholic beverages pursuant to §125.01(1)(o) and (w) and Chapter 562, Florida Statutes; and

WHEREAS, the Board of County Commissioners finds that prohibiting the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach better ensures the continued health, safety and welfare of the citizens of Escambia County; and

WHEREAS, the Board of County Commissioners further finds that the proposed Ordinance serves an important public purpose.

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

Section 1. Volume I, Chapter 6, Article I, Section 6-4 of the Escambia County Code of Ordinances is hereby created to read as follows:

Sec. 6-4. –Alcoholic beverages in public areas on Pensacola Beach.

(1) *Legislative intent.* The intent of this section is to prohibit the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach, which will sustain the growth of tourism on Pensacola Beach by promoting a family-friendly atmosphere and discourage underage drinking and disorderly conduct in public areas within the commercial district of Pensacola Beach.

(2) *Definitions.* The terms “*alcoholic beverage*” and “*open container*” when used in this section shall have the same meanings as defined in section 6-61 of the Escambia County Code of Ordinances.

The term “*commercial district of Pensacola Beach*” when used in this section shall mean the area more particularly described as beginning at a point on the Northerly R/W line of Ft. Pickens Rd. and the Southeast Corner of Block “C”, La Caribe, being a subdivision recorded in Plat Book 15, Page 10 of the Public Records of Escambia County, Florida; thence depart said Northerly R/W line and run Northerly along the Easterly Boundary line of La Caribe Subdivision to the water’s edge of Little Sabine Bay, thence run Northeasterly, Northerly and Northwesterly along the meanderings of said water’s edge of Little Sabine Bay to the Bulkhead of the Bob Sikes Bridge at Pensacola Beach Blvd.; thence continue Easterly along said Bulkhead to the Southerly water’s edge of Santa Rosa Sound; thence run Northeasterly, Southwesterly, Southerly, Southeasterly and Easterly along the meanderings of said water’s edge of Santa Rosa Sound to a point lying on the extension of the Western Boundary of Lot 3, Block 3, Villa Primera, being a Subdivision recorded in Plat Book 2, Page 78 of the Public Records of Escambia County, Florida; thence Southerly along said Western Boundary of Lot 3 to the Southwest Corner of said Lot 3, Block 3, Villa Primera; thence Easterly along the Southern Boundary of said Lot 3, Block 3, a distance of 35 Ft. to the Northeast Corner of Lot 14, Block 3, Villa Primera Subdivision; thence Southerly

along the Eastern Boundary of Lot 14, Block 3, a distance of 93.88 Ft. to the Northerly R/W line of Via De Luna Drive; thence Westerly along said Northerly R/W line of Via De Luna Dr. to a point of intersection with the Northerly extension of the Westerly R/W line of Avenida 10; thence Southerly along said Westerly extension, West R/W line and Southerly extension of Westerly R/W line to the water's edge of the Gulf of Mexico; thence Southwesterly along said water's edge of the Gulf of Mexico to a point of intersection with the Westerly Boundary line of Block H, First Addition to Villa Sabine, being a Subdivision recorded in Plat Book 5, Page 75 of the Public Records of Escambia County, Florida; thence Northwesterly along said Boundary line of Block H to the Northerly R/W of Fort Pickens Rd.; thence Northeasterly along said R/W to the Southeast Corner of Lot 1, Block A, Spanish Landing Subdivision, being a subdivision recorded in Plat Book 8, Page 24 of the Public Records of Escambia County, Florida; thence Northwesterly along the Easterly Boundary line of said Lot 1, Block A, Spanish Landing to the Southerly water's edge of Little Sabine Bay; thence Northeasterly and Easterly along the Southerly shoreline of said Little Sabine Bay to a point of intersection of the water's edge and the Westerly Boundary line of Deep Water Cove Condominium Phase I; thence Southeasterly along said Westerly Boundary line to the Northerly R/W line of Fort Pickens Rd.; thence Northeasterly along the Northerly R/W line of Fort Pickens Rd. to the Point of beginning. This area is comprised of 222.6 acres, and is generally depicted in the following map:



Pensacola Beach Core Area

- (3) *Prohibition.* Except as otherwise provided herein, it shall be unlawful for any person to consume any alcoholic beverage or possess any alcoholic beverage in an open container on or upon any public parking lot, street, roadway, sidewalk, boardwalk, alleyway, paved or unpaved right-of-way, park, playground, recreational facility, or other public area located within the commercial district of Pensacola Beach that is not duly licensed to permit possession, consumption and sale of alcoholic

beverages. With the exception of the alcohol-free zone on Pensacola Beach established pursuant to section 6-3 of the Escambia County Code of Ordinances, nothing in this section shall be construed to prohibit any person from legally possessing, consuming or selling an alcoholic beverage on sandy beach areas upland of the Gulf of Mexico, Santa Rosa Sound, or other navigable waterways.

(4) *Exemption for special events.* This section shall not apply to bona fide special events for which a permit has been issued by the Santa Rosa Island Authority.

(5) *Enforcement and Penalty.* The Escambia County Sheriff and his or her deputies shall enforce violations of this section. Any person in violation of this provision shall be subject to the provisions of section 6-66 of the Escambia County Code of Ordinances.

(6) *Sunset Provision.* This provision shall stand repealed one year from the date of enactment unless reviewed and saved from repeal through reenactment by the Board of County Commissioners.

Section 2. Severability.

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in the Code.

It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

Section 4. Effective Date.

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

DONE AND ENACTED this _____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk
(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

ORDINANCE 2015-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, CREATING VOLUME I, CHAPTER 6, ARTICLE I, SECTION 6-4 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO PROHIBITING THE CONSUMPTION OF ANY ALCOHOLIC BEVERAGE OR THE POSSESSION OF ANY ALCOHOLIC BEVERAGE IN AN OPEN CONTAINER ON OR UPON PUBLIC AREAS IN THE COMMERCIAL DISTRICT OF PENSACOLA BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County is authorized to establish and enforce regulations pertaining to alcoholic beverages pursuant to §125.01(1)(o) and (w) and Chapter 562, Florida Statutes; and

WHEREAS, the Board of County Commissioners finds that prohibiting the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach better ensures the continued health, safety and welfare of the citizens of Escambia County; and

WHEREAS, the Board of County Commissioners further finds that the proposed Ordinance serves an important public purpose.

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

Section 1. Volume I, Chapter 6, Article I, Section 6-4 of the Escambia County Code of Ordinances is hereby created to read as follows:

Sec. 6-4. –Alcoholic beverages in public areas on Pensacola Beach.

(1) *Legislative intent.* The intent of this section is to prohibit the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach, which will sustain the growth of tourism on Pensacola Beach by promoting a family-friendly atmosphere and discourage underage drinking and disorderly conduct in public areas within the commercial district of Pensacola Beach.

(2) *Definitions.* The terms “*alcoholic beverage*” and “*open container*” when used in this section shall have the same meanings as defined in section 6-61 of the Escambia County Code of Ordinances.

The term “*commercial district of Pensacola Beach*” when used in this section shall mean the area more particularly described as beginning at a point on the Northerly R/W line of Ft. Pickens Rd. and the Southeast Corner of Block “C”, La Caribe, being a subdivision recorded in Plat Book 15, Page 10 of the Public Records of Escambia County, Florida; thence depart said Northerly R/W line and run Northerly along the Easterly Boundary line of La Caribe Subdivision to the water’s edge of Little Sabine Bay, thence run Northeasterly, Northerly and Northwesterly along the meanderings of said water’s edge of Little Sabine Bay to the Bulkhead of the Bob Sikes Bridge at Pensacola Beach Blvd.; thence continue Easterly along said Bulkhead to the Southerly water’s edge of Santa Rosa Sound; thence run Northeasterly, Southwesterly, Southerly, Southeasterly and Easterly along the meanderings of said water’s edge of Santa Rosa Sound to a point lying on the extension of the Western Boundary of Lot 3, Block 3, Villa Primera, being a Subdivision recorded in Plat Book 2, Page 78 of the Public Records of Escambia County, Florida; thence Southerly along said Western Boundary of Lot 3 to the Southwest Corner of said Lot 3, Block 3, Villa Primera; thence Easterly along the Southern Boundary of said Lot 3, Block 3, a distance of 35 Ft. to the Northeast Corner of Lot 14, Block 3, Villa Primera Subdivision; thence Southerly

along the Eastern Boundary of Lot 14, Block 3, a distance of 93.88 Ft. to the Northerly R/W line of Via De Luna Drive; thence Westerly along said Northerly R/W line of Via De Luna Dr. to a point of intersection with the Northerly extension of the Westerly R/W line of Avenida 10; thence Southerly along said Westerly extension, West R/W line and Southerly extension of Westerly R/W line to the water's edge of the Gulf of Mexico; thence Southwesterly along said water's edge of the Gulf of Mexico to a point of intersection with the Westerly Boundary line of Block H, First Addition to Villa Sabine, being a Subdivision recorded in Plat Book 5, Page 75 of the Public Records of Escambia County, Florida; thence Northwesternly along said Boundary line of Block H to the Northerly R/W of Fort Pickens Rd.; thence Northeasterly along said R/W to the Southeast Corner of Lot 1, Block A, Spanish Landing Subdivision, being a subdivision recorded in Plat Book 8, Page 24 of the Public Records of Escambia County, Florida; thence Northwesternly along the Easterly Boundary line of said Lot 1, Block A, Spanish Landing to the Southerly water's edge of Little Sabine Bay; thence Northeasterly and Easterly along the Southerly shoreline of said Little Sabine Bay to a point of intersection of the water's edge and the Westerly Boundary line of Deep Water Cove Condominium Phase I; thence Southeasterly along said Westerly Boundary line to the Northerly R/W line of Fort Pickens Rd.; thence Northeasterly along the Northerly R/W line of Fort Pickens Rd. to the Point of beginning. This area is comprised of 222.6 acres, and is generally depicted in the following map:



- (3) *Prohibition.* Except as otherwise provided herein, it shall be unlawful for any person to consume any alcoholic beverage or possess any alcoholic beverage in an open container on or upon any public parking lot, street, roadway, sidewalk, boardwalk, alleyway, paved or unpaved right-of-way, park, playground, recreational facility, or other public area located within the commercial district of Pensacola Beach that is not duly licensed to permit possession, consumption and sale of alcoholic

beverages. With the exception of the alcohol-free zone on Pensacola Beach established pursuant to section 6-3 of the Escambia County Code of Ordinances, nothing in this section shall be construed to prohibit any person from legally possessing, consuming or selling an alcoholic beverage on sandy beach areas upland of the Gulf of Mexico, Santa Rosa Sound, or other navigable waterways.

(4) *Exemption for special events.* This section shall not apply to bona fide special events for which a permit has been issued by the Santa Rosa Island Authority.

(5) *Enforcement and Penalty.* The Escambia County Sheriff and his or her deputies shall enforce violations of this section. Any person in violation of this provision shall be subject to the provisions of section 6-66 of the Escambia County Code of Ordinances.

(6) *Annual Review.* This provision shall be subject to review one year from the date of enactment and may be repealed by the Board of County Commissioners.

Section 2. Severability.

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in the Code.

It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

Section 4. Effective Date.

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

DONE AND ENACTED this _____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
Clerk of the 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-9367

Clerk & Comptroller's Report 11. 1.

BCC Regular Meeting

Consent

Meeting Date: 11/17/2015

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 November 5, 2015; and

B. Approve the Minutes of the Regular Board Meeting held November 5, 2015.

Attachments

20151105 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD NOVEMBER 5, 2015
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:01 a.m. – 9:34 a.m.)

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Lumon J. May, District 3
Commissioner Wilson B. Robertson, District 1
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Sharon Harrell, Manager, Financial Reporting & Grants
Susan Woolf, General Counsel to the Clerk
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Grover C. Robinson, IV, Vice Chairman, District 4
Commissioner Douglas B. Underhill, District 2

1. FOR INFORMATION: The agenda for the November 5, 2015, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda;
 - B. Sharon Harrell, Manager, Financial Reporting & Grants, Clerk and Comptroller's Office, 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; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9306

Growth Management Report 11. 1.

BCC Regular Meeting

Public Hearing

Meeting Date: 11/17/2015

Issue: 9:05 a.m. - A Public Hearing Concerning the Review of an LDC Ordinance Amending Chapter 3, Article 5, Pensacola Beach Districts

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

9:05 a.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Article 5, Pensacola Beach Districts

That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) Chapter 3, Article 5, Sections 3-5.2 thru 3-5.9, "Site and building requirements," to modify site and building requirements for setbacks in the LDR-PB, MDR-PB, MDR/C-PB, HDR-PB, HDR/C-PB, GR-PB, REC/R-PB, and CH-PB Districts and modifying permitted use for "temporary structures" to require a limited use permit in the GR-PB, REC/R-PB, and CH-PB Districts.

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:

At the June 22, 2015, Santa Rosa Island Authority (SRIA) Architectural & Environmental Committee meeting, staff expressed concerns with Chapter 3, Pensacola Beach District, "Site and building requirements," due to the numerous elements involved when establishing or verifying setbacks for a residential lot, (subdivision, corner lot, facing Via de Luna, Gulf or Sound Front, Plat, etc...) and recommended that changes to the ordinance were necessary to clarify/simplify the information, making it easier to follow when setbacks are being established or verified. At the September 8, 2015, SRIA Regular Board Meeting, the SRIA Board approved the recommendation, and at the November 3, 2015, Planning Board Meeting, the Planning Board recommended approval.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance has been reviewed and approved for legal sufficiency by Mike Stebbins, Attorney for the SRIA and 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:

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the Board.

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

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

Attachments

Draft Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: SRIA Setback ordinance for BCC 11/17(changes made at PB meeting)

Date: 11/04/2015

Date requested back by: 11/07/2015

Requested by: Allyson Cain

Phone Number: _____

(LEGAL USE ONLY)

Legal Review by Kenna Smith

Date Received: 11/6/15

 Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2015-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 5, "PENSACOLA BEACH DISTRICTS," SECTIONS 3-5.2 THRU 3-5.9, TO MODIFY SITE AND BUILDING REQUIREMENTS FOR SETBACKS IN THE LDR-PB, MDR-PB, MDR/C-PB, HDR-PB, HDR/C-PB, GR-PB, REC/R-PB, AND CH-PB DISTRICTS; MODIFYING PERMITTED USE FOR "TEMPORARY STRUCTURES" TO REQUIRE A LIMITED USE PERMIT IN THE GR-PB, REC/R-PB, AND CH-PB DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners authorizes site and building requirements for setbacks by applicable zoning districts on Pensacola Beach; and

WHEREAS, the Board of County Commissioners finds that clarifying site and building requirements for setback instructions and accompanying footnotes within the Pensacola Beach zoning districts promotes the efficient and equitable regulation of land use, and therefore serves the public interest.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 5, Section 3-5.2, "Low density residential (LDR-PB)" hereby amended as follows (additions are underlined and deletions are ~~strikethrough~~):

Sec. 3-5.2 Low density residential (LDR-PB). Areas delineated as low density residential are restricted to the development of single family detached homes at densities up to and including four units per acre.

(1) Site and building requirements.

TABLE LDR-PB

Minimum Size Lot	<u>Building Height</u>	Building Setbacks ^{1,2} 1,2	Parking	Special Requirements
Minimum lot size is 10,000 sq. ft.	<u>See Article 5, Sec. 3-5.1</u>	Front - 30 feet ^{3,4} 3,4 Side - 15 feet* ^{4,5} 4,5 Rear - 20 feet* ^{3,6,7} 3,6,7 *See list for existing	Minimum 2 spaces off street	Subdivision plat required. Landscaping requirements per Chapter 5

		subdivisions		
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Notes:

1. Setbacks to be measured to outside walls with maximum of three feet of overhang allowed.
2. Front is defined as side facing main street or access. If water front property, then side facing water is rear.
3. If facing County Road 399 front or rear setback shall be 50 feet, for lots larger than 10,000 sq. ft.
4. If sound front lot, building front setback may be reduced to a minimum of 20 feet, only if erosion on Soundside has placed rear platted lot line in the Sound.
5. Corner lot (street side) setbacks shall be 25 feet. For irregular shaped lots the sideline side setback restrictions may be based on 10 percent of the average of the front and rear lines, but in no case shall be less than 10 feet unless otherwise specified.
6. If Gulf front lot, rear building line shall be ~~the most restrictive of 50 feet landward of the crest of the primary dune line; or~~ the State of Florida 1975 Coastal Construction Control Line (CCCL). In Lafitte Cove, as per recorded plat. In Villa Sabine, as per recorded plat.
7. If sound front lot, (Villa Primera and Villa Segunda subdivisions) building setbacks shall be ~~established as~~ 30 feet upland of the mean high water line, for structures deemed in compliance with current flood elevation requirements and whose shoreline has been stabilized; this relief is for lots whose platted rear line is in the Sound. All other structures shall maintain a building setback of 50 feet upland of the ~~vegetation~~ mean high water line.
8. ~~First floor level of lowest habitable floor must be in compliance with current flood insurance rate map issued by the National Flood Insurance Program, or this chapter, whichever is greater, Chapter 4, Section 4-3.1.~~
9. ~~Enclosures below established base flood level must be accomplished through "break away" wall construction, and such enclosures may not be used for habitable purposes. (Habitable includes working, sleeping, eating, cooking or recreation, or a combination thereof.)~~

Setbacks. Listed below are required setbacks for the existing single-family detached subdivisions located on Pensacola Beach.

Name of Subdivision	Front	Side	Rear
Deluna Point	plat	plat	plat
LaCaribe	plat	plat	plat
Lafitte Cove	25 feet	10 feet	plat
Lafitte Cove Unit II	40 feet	plat	30 feet
Santa Rosa Villas	25 <u>23</u> feet	7.5 feet 5 <u>per lease</u>	10 feet 1,3,4 <u>per lease</u>
Santa Rosa Villas 1st Addition	30 feet ¹	15 feet ² ²	20 feet ³ ³

Santa Rosa Villas 2nd Addition	30 feet	15 feet ² 2	20 feet ⁴ -4-
Santa Rosa Villas Estates	plat	plat	plat
Seashore Village	plat	plat	plat
Tristan Villas	plat	plat	plat
Villa Primera	30 feet ±	15 feet ² 2	20 feet ^{3,4} 3,4-
Villa Sabine	30 feet	15 feet	Plat ⁴ -4-
Villa Segunda	30 feet ±	15 feet ² 2	20 feet ^{3,4} 3,4-
White Sands Cottages	30 feet	5 feet	20 feet

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 5, Section 3-5.3, "Medium density residential (MDR-PB)," subsection (b), "Site and building requirements" is hereby amended as follows (additions are underlined and deletions are ~~strike through~~):

Sec. 3-5.3 Medium density residential (MDR-PB)

(b) Site and building requirements.

TABLE MDR-PB

Minimum Lot Size	Building Setbacks ^{1,2} 4,2	Parking	Special Requirements
5,000 sq. ft. per unit for first 3 units and 3,000 sq. ft. per unit for remaining units built; maximum density 20 units per net acre; maximum 25% for building only	Front 30 feet ^{2,3,6} 2,3 Side 15 feet ⁴ -4- Rear 30 feet ⁵ 5	See Chapter 5	Subdivision plat required. All multiple owner projects to have approved maintenance association. Landscaping requirements per Chapter 5.

Notes:

1. Setbacks to be measured to outside walls with maximum of three feet of overhang allowed.
2. Front is defined as side facing main street or access. If water front property, then side facing water is rear.
3. If facing County Road 399 front or rear setback shall be 50 feet, for lots larger than

10,000 sq ft.

4. Corner lot setbacks shall be 25 feet. For irregular shaped lots the sideline restrictions may be based on ten percent of the average of the front and rear lines, but in no case shall be less than 10 feet unless otherwise specified.

5. If gulf front lot, building line shall be the most restrictive 50 feet landward of the crest of the primary dune line; or the State of Florida 1975 Coastal Construction Control Line (CCCL).

~~6. First floor level of lowest habitable floor must be in compliance with current flood hazard map and flood insurance rate map issued by the National Flood Insurance Program, or this chapter, whichever is greater.~~

~~7. Enclosures below established base flood level must be accomplished through "break-away" wall construction, and such enclosures may not be used for habitable purposes. (Habitable includes working, sleeping, eating, cooking or recreation, or a combination thereof.)~~

~~8.6. If sound front, building front setback line shall be 50 feet upland of the vegetation line, may be reduced to a minimum of 20 feet, only if erosion on the Soundside has placed the rear platted lot line in the Sound.~~

Section 3. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 5, Section 3-5.4, "Medium density residential/commercial (MDR/C-PB)," subsection (c), "Site and building requirements" is hereby amended as follows (additions are underlined and deletions are ~~strikethrough~~):

Sec. 3-5.4 Medium density residential/commercial (MDR/C-PB)

(c) Site and building requirements.

TABLE MDR/C-PB

Minimum Lot Size	Building Setbacks	Project Access Points	Special Requirements
For residential, same as MDR-PB	For residential, same as MDR-PB	For residential, same as MDR-PB	For residential, same as MDR-PB
Tourist oriented, service oriented, & local service, commercial uses, & governmental uses.	<u>For commercial</u> Front 50 feet ² Side 50 feet ³ Rear 40 feet ³ -4-	Access points from service roads limited to 1 every 400 feet unless otherwise specifically approved by the county	1. Landscaped separate strips shall be provided and maintained along all property lines & streets. 2. Parking in accordance with Chapter 5

Notes:

1. Setbacks to be measured to outside walls with maximum of three feet of overhang allowed.

2. Front is defined as side facing main street or access. If water front property, then

- side facing water is rear.
- ~~3. If facing County Road 399 setback shall be 50 feet.~~
- ~~4. Corner lot setbacks shall be 25 feet. For irregular shaped lots the sideline restrictions may be based on ten percent of the average of the front and rear lines, but in no case shall be less than ten feet unless otherwise specified.~~
- ~~5. 3. If Gulf front, building line shall be the most restrictive of 50 feet landward of the crest of the primary dune line; or the State of Florida 1975 Coastal Construction Control Line (CCCL).~~
- ~~6. First floor level of lowest habitable floor must be in compliance with current flood hazard map and flood insurance rate map issued by the National Flood Insurance Program, or this chapter, whichever is greater.~~
- ~~7. Enclosures below established base flood level must be accomplished through "break-away" wall construction, and such enclosures may not be used for habitable purposes. (Habitable includes working, sleeping, eating, cooking or recreation, or a combination thereof).~~
- ~~8. If sound front, building setback line shall be 50 feet upland of the vegetation line.~~

Section 4. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 5, Section 3-5.5, "High density residential (HDR-PB)," subsection (b) "Site and building requirements," is hereby amended as follows (additions are underlined and deletions are ~~strikethrough~~):

3-5.5 High density residential (HDR-PB).

(b) Site and building requirements.

TABLE HDR-PB

Minimum Building Setbacks ^{1, 2, 3} 1, 2, 3	Maximum Coverage*	Parking	Special Requirements 5
Front 60 feet ² Side ⁴ 4- Rear 60 feet	3 to 4 stories - 25% 5 to 7 stories - 23% 8 to 9 stories - 21% Over 9 stories - 19%	If maximum lot coverage is attained there will be a minimum of 1	1. Maximum 30 units per acre 2. Maximum floor area 500 s.f. per unit for 1 bedroom apts. For 2 bedroom a
	*Net building coverage maximum percent of land built over	parking space per unit inside building. See Chapter 5	minimum of 850 sf. per unit 3. All multiple owner projects to have appropriate maintenance associations 4. Landscaping requirements per Chapter 5

Notes:

- Setbacks to be measured to outside walls with maximum of three feet of overhang allowed.

2. Front is defined as side facing main street or access. If water front property, then side facing water is rear.
3. If gulf front, building line shall be the most restrictive of 50 feet landward of the crest of the primary dune line; or the State of Florida 1975 Coastal Construction Control Line (CCCL). If sound front, building setback shall be established as 50 feet upland of the vegetation line.
4. Side setbacks to be determined on an individual basis.
5. ~~First floor level of lowest habitable floor must be in compliance with current flood hazard map and flood insurance rate map issued by the National Flood Insurance Program, or this chapter, whichever is greater. No floodproofing methods will be allowed in the Velocity ("V") Zone. All enclosures below base flood level must be of "break-away" type construction. Such enclosures may not be used for habitable purposes. (Habitable includes working, sleeping, eating, cooking, or recreation, or a combination thereof.)~~
6. ~~If sound front, building setback line shall be 50 feet upland of the vegetation line.~~

Section 5. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 5, Section 3-5.6, "High density residential/commercial (HDR/C-PB)," subsection (c) "Site and building requirements" is hereby amended as follows (additions are underlined and deletions are ~~strikethrough~~):

Sec. 3-5.6 High density residential/commercial (HDR/C-PB).

(c) Site and building requirements.

TABLE HDR/C-PB

Minimum Building Setbacks ^{1, 2, 3} 1, 2, 3		Parking	
Types of Commercial Uses	Maximum Coverage*	Project Access Points	Special Requirements 5

<u>For Commercial</u> <u>Tourist oriented,</u> <u>service oriented,</u> <u>& local service</u> <u>commercial uses,</u> <u>& governmental</u> <u>uses</u> <u>Front 50 feet²</u> <u>Side 50 feet</u> <u>Rear 40 feet³</u> <u>Front 60 feet</u> <u>Side 4-</u> <u>Rear 60 feet</u>	3 to 4 stories - 25% 5 to 7 stories - 23% 8 to 9 stories - 21% Over 9 stories - 19% *Net building coverage maximum percent of land built over	If maximum lot coverage is attained there will be a minimum of 1 parking space per unit inside building. See Chapter 5. Access points from service roads limited to 1 every 400 feet unless otherwise specifically approved by the county.	1. Minimum floor area 500 sq.ft. per unit for 1 bedroom apts. For 2 bedroom a minimum of 850 sq.ft. per unit. 2. All multiple owner projects to have appropriate maintenance associations. 3. Landscaping requirements per Chapter 5
Tourist oriented, service oriented, & local service commercial uses, & governmental uses	For Commercial Front 50 feet 2 Side 50 feet 4- Rear 40 feet 3		

Notes:

1. Setbacks to be measured to outside walls with maximum of three feet of overhang allowed.
2. Front is defined as side facing main street or access. If water front property, the side facing water is rear.
3. If gulf front, building line shall be the most restrictive of 50 feet landward of the crest of the primary dune line; or the State of Florida 1975 Coastal Construction Control Line (CCCL). If sound front, building setback shall be established as 50 feet upland of the vegetation line.
4. ~~Side setbacks to be determined on an individual basis.~~
5. ~~First floor level of lowest habitable floor must be in compliance with current flood hazard map and flood insurance rate map issued by the National Flood Insurance Program, or this chapter, whichever is greater. No floodproofing methods will be allowed in the velocity ("V") zone. All enclosures below base flood level must be of "break-away" type construction. Such enclosures may not be used for habitable purposes. (Habitable includes working, sleeping, eating, cooking, or recreation, or a combination thereof.)~~
6. ~~If sound front, building setback line shall be 50 feet upland of the vegetation line~~

Section 6. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 5, Section 3-5.7, "General retail (GR-PB)" is hereby amended as follows (additions are underlined and deletions are ~~strikethrough~~):

Sec. 3-5.7 General retail (GR-PB).

(a) Permitted uses. The following types of uses are permitted in GR-PB:

- (1) Motels and hotels.
- (2) Restaurants, indoor and drive-in.
- (3) Grocery stores.
- (4) Miscellaneous convenience goods stores.
- (5) Professional offices.
- (6) Realty and property rental offices.
- (7) Personal service establishments.
- (8) Convenience goods stores.
- (9) Professional offices.
- (10) Personal service establishments.
- (11) Realty and property rental offices.
- (12) Marinas.
- (13) Temporary structures with a limited use permit.

(b) Site and building requirements.

TABLE GR-PB

Minimum Lot Size	Building Setbacks ^{1, 2}	Project Access Points	Special Requirements
Tourist oriented, service oriented, & local service commercial uses, & governmental uses.	Front 50 feet ² 2 Side 50 feet 4 Rear 40 feet ³	Access points from service roads limited to 1 every 400 feet unless otherwise specifically approved by the county	1. Landscaped separate strips shall be provided and maintained along all property lines & streets. 2. Parking requirements shall be in accordance with Chapter 5

Notes:

1. Setbacks to be measured to outside walls with maximum of three feet of overhang allowed.
2. Front is defined as side facing main street or access. If water front property, then side facing water is rear.
3. ~~If facing County Road 399 setback shall be 50 feet.~~
4. ~~Corner lot setbacks shall be 25 feet. For irregular shaped lots the sideline restrictions may be based on ten percent of the average of the front and rear lines, but in no case shall be less than ten feet unless otherwise specified.~~
5. ~~If gulf front, building line shall be the most restrictive of 50 feet landward of the~~

crest of the primary dune line; or the State of Florida 1975 Coastal Construction Control Line (CCCL).

~~6. First floor level of lowest habitable floor must be in compliance with current flood hazard map and flood insurance rate map issued by the National Flood Insurance Program, or this chapter, whichever is greater.~~

~~7. Enclosures below established base flood level must be accomplished through "break-away" wall construction, and such enclosures may not be used for habitable purposes. (Habitable includes working, sleeping, eating, cooking or recreation, or a combination thereof.)~~

Section 7. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 5, Section 3-5.8, "Recreational retail (Rec/R-PB)" is hereby amended as follows (additions are underlined and deletions are ~~strikethrough~~):

Sec. 3-5.8 Recreation retail (Rec/R-PB).

(a) Permitted uses. The following types of uses are permitted in Rec/R-PB:

- (1) Restaurants, indoor and drive-in.
- (2) Convenience goods stores.
- (3) Tourist related retail goods.
- (4) Tourist related personal and professional services.
- (5) Temporary structures with a limited use permit.

(b) Site and building requirements.

TABLE REC/R-PB

Minimum Lot Size	Building Setbacks 1, 2	Project Access Points	Special Requirements
Tourist oriented, service oriented, & local service commercial uses, & governmental uses	Front 50 feet ² 2 Side 50 feet 3 Rear 40 feet -4-	Access points from service roads limited to 1 every 400 feet unless otherwise specifically approved by the county	1. Landscaped separate strips shall be provided and maintained along all property lines & streets 2. Parking requirements shall be in accordance with Chapter 5.

Notes:

1. Setbacks to be measured to outside walls with maximum of three feet of overhang allowed.
2. Front is defined as side facing main street or access. If water front property, then side facing water is rear.
- ~~3. If facing County Road 399 setback shall be 50 feet.~~
- ~~4. Corner lot setbacks shall be 25 feet. For irregular shaped lots the sideline restrictions~~

may be based on ten percent of the average of the front and rear lines, but in no case shall be less than ten feet unless otherwise specified.

53. If gulf front, building line shall be the most restrictive of 50 feet landward of the crest of the primary dune line; or the State of Florida 1975 Coastal Construction Control Line (CCCL).

6. First floor level of lowest habitable floor must be in compliance with current flood hazard map and flood insurance rate map issued by the National Flood Insurance Program, or this chapter, whichever is greater.

7. Enclosures below established base flood level must be accomplished through "break-away" wall construction, and such enclosures may not be used for habitable purposes. (Habitable includes working, sleeping, eating, cooking or recreation, or a combination thereof.)

Section 8. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 5, Section 3-5.9, "Commercial hotel (CH-PB)" is hereby amended as follows (additions are underlined and deletions are ~~strikethrough~~):

Sec. 3-5.9 Commercial hotel (CH-PB).

(a) Permitted uses. The following types of uses are permitted in CH-PB:

- (1) Motels and hotels.
- (2) Restaurants.
- (3) Tourist related retail goods.
- (4) Marinas, etc.
- (5) Cocktail lounges and package stores.
- (6) Miscellaneous convenience goods stores.
- (7) Professional offices.
- (8) Realty and property rental offices.
- (9) Personal service establishments.
- (10) Temporary structures with a limited use permit.

(b) Site and building requirements.

TABLE CH-PB

Types of Commercial Uses	Minimum Building Setbacks 4	Project Access Points	Special Requirements
--------------------------	-----------------------------	-----------------------	----------------------

Tourist oriented, service oriented, & local service commercial uses, & governmental uses	Front 50 feet ² 2 Side 50 feet ⁴ 4 Rear 40 feet ³ 3	Access points from service roads limited to 1 every 400 feet unless otherwise specifically approved by the county.	1. Landscaped separate strips shall be provided and maintained along all property lines & streets 2. Parking requirements shall be in accordance with Chapter 5
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Notes:

1. Setbacks to be measured to outside walls with maximum of three feet of overhang allowed.
2. Front is defined as side facing main street or access. If water front property, then side facing water is rear.
3. If gulf front, building line shall be the most restrictive of 50 feet landward of the crest of the primary dune line; or the State of Florida 1975 Coastal Construction Control Line (CCCL). If sound front, building setback shall be established as 50 feet upland of the vegetation line.
- ~~4. Side setbacks to be determined on an individual basis~~
- ~~5. First floor level of lowest habitable floor must be in compliance with current flood hazard map and flood insurance rate map issued by the National Flood Insurance Program, or this chapter, whichever is greater. No floodproofing methods will be allowed in the velocity ("V") zone. All enclosures below base flood level must be of "break away" type construction. Such enclosures may not be used for habitable purposes. (Habitable includes working, sleeping, eating, cooking, or recreation, or a combination thereof.~~

Section 9. Severability.

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

Section 10. Inclusion in Code.

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

INTENTIONALLY LEFT BLANK

1 **Section 11. Effective Date.**

2
3 This Ordinance shall become effective upon filing with the Department of State.

4
5 **DONE AND ENACTED** this _____ day of _____, 2015.

6
7
8 **BOARD OF COUNTY COMMISSIONERS**
9 **OF ESCAMBIA COUNTY, FLORIDA**

10
11 By: _____
12 Grover C. Robinson, IV, Chairman

13
14 **ATTEST: PAM CHILDERS**
15 **Clerk of the Circuit Court**

16
17
18 By: _____
19 Deputy Clerk

20
21 (SEAL)

22
23 **ENACTED:**

24
25 **FILED WITH THE DEPARTMENT OF STATE:**

26
27 **EFFECTIVE DATE:**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9265

Growth Management Report 11. 1.

BCC Regular Meeting

Consent

Meeting Date: 11/17/2015

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, December 10, 2015

A. 5:48 p.m. - A Public Hearing - SRIA Setback Ordinance (second of two public hearings)

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

C. 5:50 p.m. - A Public Hearing - Zoning Consistency with FLU Ordinance

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9356

County Administrator's Report 11. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/17/2015

Issue: Request for Disposition of Property

From: Michael Tidwell, Department Director

Organization: Corrections

CAO Approval:

RECOMMENDATION:

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

That the Board approve the Request for Disposition of Property Form for the Corrections Department, for the property which is 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 obsolete property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or no use to the County, and suitable to be properly disposed of. The disposal of this property is based on the determination of the county insurance provider related to a vehicle that was totaled in a September 29, 2015 motor vehicle accident.

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 27407 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Request for Disposition of Property Form

rev. sh 11.19.13



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9294

County Administrator's Report 11. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/17/2015

Issue: Request for Disposition of Property

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

Organization: Clerk & Comptroller's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Office of the Clerk of the Circuit Court and Comptroller - Pam Childers, Clerk of the Circuit Court

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

BACKGROUND:

The Microfiche equipment is Obsolete and is to be Auctioned and/or Recycled.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy establishes the procedure for disposing of surplus or obsolete equipment.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Archives Microfiche Equipment



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

Equipment for Sale-Archives Division

10/12/2015

ASSET ID	DESCRIPTION	Location	TAG #	DATE ACQUIRED		INITIAL COST	CURRENT VALUE
41436	000 PROCESSOR DIAZO ABR 506 Diao Fiche Processor	Room 104 Camera Rm	3	8/1/1994	1	5,945.00	0
45389	000 CANERA PLANETARY FILEMSTR III Camera One (Needs Service)	Room 104 Camera Rm	7	5/9/1997	1	6,990.00	0
45391	000 CANERA PLANETARY FILEMSTR II Camera 3 (Needs Service)	Room 104 Camera Rm	6	5/9/1997	1	6,990.00	0
50047	000 B & H ABR400 JACKET LOADER Microfiche Jacket Loader	Room 104 Camera Rm	1	1/31/2002	1	5,108.20	0
52571	000 DUPLICATOR CM16D Roll Film Duplicator	Room 104 Camera Rm	4	4/16/2004	1	14,596.37	0
52572	000 MICROFICHE DUPLICATOR M2 Microfiche Printer	Room 104 Camera Rm	5	4/16/2004	1	6,396.37	0
53761	000 INDUS/MAPLE 3500E PROCESSOR Roll Film Processor	Room 104 Camera Rm	2	7/15/2005	1	12,418.79	0
53780	000 PLANETARY CANERA/BASE ALOS C41 Camera 2 (Working Order)	Room 104 Camera Rm	8	9/1/2005	1	7,230.68	0
	Kodak Recordak Camera #K16-1062 Serial Number: 1159 Depreciated & Out of Service Contract Old Property Number 19416 (Working Order)	Room 104 Camera Rm	9				

Kara Cowen (COC)

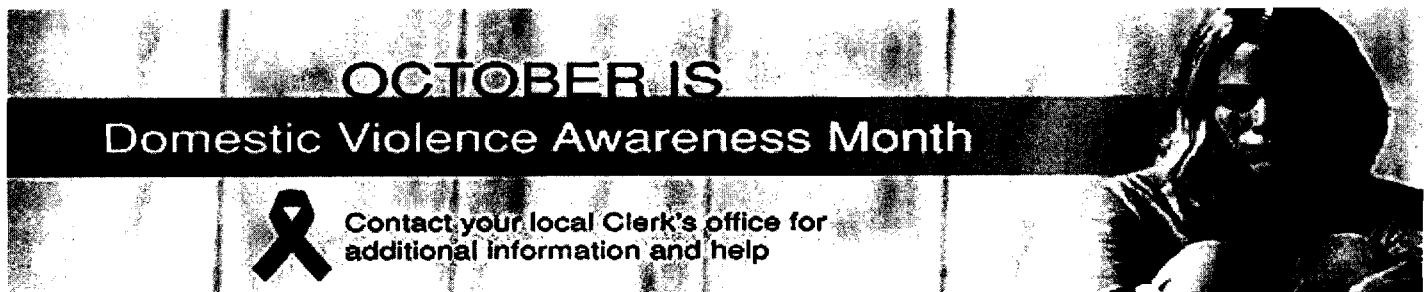
From: Brenda Van Brussel (COC)
Sent: Wednesday, October 14, 2015 2:02 PM
To: Kara Cowen (COC)
Cc: Sharon Harrell (COC); Yahaira Lott (COC); Pam Childers (COC); Tara D. Cannon; Shirlye Stevens (COC)
Subject: Property Disposal - camera equipment
Attachments: Camera Room Inventory For Sale 9-21-2015.xlsx

Kara,

Archives Division currently has some camera equipment that is no longer being used. See attached detailed list. Prior to Tara placing the items on the County website for sale, we are required to have the disposal approved by the BCC. Please proceed with obtaining the BCC approval for disposal. Should you have any questions or need any additional information, please contact Yahaira, ext. 4390.

Thank you,

Brenda Van Brussel, Chief of Operations
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
P. O. Box 333
Pensacola, FL 32591
850.595.0170
bvanbrussel@escambiaclerk.com
www.EscambiaClerk.com



NOTICE: Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

SUNGAURD PENTAMATION
DATE: 10/15/2015
TIME: 07:41:25

ESCAMBIA COUNTY CLERK - LIVE
FIXED ASSETS LISTING

PAGE NUMBER: 1
REPORT10

SELECTION CRITERIA: assets.tagno in ('41436','45389','45391','50047','52571','52572','53761','53780')

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
41436	PROCESSOR DIAZO ABR 506	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR BELL & HOWELL	CLS M VENDOR BELL HOWELL	DEP N POST DP N DEP METH
	MODEL ABR-506	CAT 107 PO UNITS 1	SALVAGE VALU .00
	S/N 94P3048	LOC ARCHIVES CHECK UN CST 5945.00	ACCUM DEP 5945.00
	INVENTORY DATE	FUND TYPE G ACQUIRE 08/01/94 COST 5945.00	REM BOOK BASIS .00
	CONDITION GOOD STATUS	DPT ARCHIVES INS CO	DEP BASIS 5945.00
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06
			SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00
SPI	SPI			
45389	CAMERA PLANETARY FILEMSTR III	FUNDING SPEC REV CAPITAL ASSET Y	EST LIFE 3 DEP LIFE	
-000	MFR BELL & HOWELL	CLS M VENDOR BELL & HOWELL	DEP N POST DP N DEP METH	
	MODEL FILEMASTER III	CAT 107 PO UNITS 1	SALVAGE VALU .00	
	S/N 364243	LOC ARCHIVES CHECK UN CST 6990.00	ACCUM DEP 6990.00	
	INVENTORY DATE	FUND TYPE G ACQUIRE 05/09/97 COST 6990.00	REM BOOK BASIS .00	
	CONDITION GOOD STATUS	DPT ARCHIVES INS CO SPECIAL RESERVE	DEP BASIS 6990.00	
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06	
			SALE AMOUNT .00	
			RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00
SPI	SPI			
45391	CAMERA PLANETARY FILEMSTR II	FUNDING SPEC REV CAPITAL ASSET Y	EST LIFE 3 DEP LIFE	
-000	MFR BELL & HOWELL	CLS M VENDOR BELL & HOWELL	DEP N POST DP N DEP METH	
	MODEL FILEMASTER III	CAT 107 PO UNITS 1	SALVAGE VALU .00	
	S/N 364241	LOC ARCHIVES CHECK UN CST 6990.00	ACCUM DEP 6990.00	
	INVENTORY DATE	FUND TYPE G ACQUIRE 05/09/97 COST 6990.00	REM BOOK BASIS .00	
	CONDITION GOOD STATUS	DPT ARCHIVES INS CO SPECIAL RESERVE	DEP BASIS 6990.00	
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06	
			SALE AMOUNT .00	
			RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00
SPI	SPI			

SUNGAURD PENTAMATION
DATE: 10/15/2015
TIME: 07:41:25

ESCAMBIA COUNTY CLERK - LIVE
FIXED ASSETS LISTING

PAGE NUMBER: 2
REPORT10

SELECTION CRITERIA: assets.tagno in ('41436','45389','45391','50047','52571','52572','53761','53780')

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
50047	B & H ABR400 JACKET LOADER	FUNDING SPEC REV CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR BELL & HOWELL	CLS M VENDOR MICROSCAN	DEP N POST DP N DEP METH
	MODEL ABR 400	CAT 107 PO 2002183	SALVAGE VALU .00
	S/N 431942	LOC ARCHIVES CHECK	ACCUM DEP 5108.20
	INVENTORY DATE	FUND TYPE G ACQUIRE 01/31/02	REM BOOK BASIS .00
	CONDITION GOOD STATUS	DPT ARCHIVES INS CO ARCHIVES	DEP BASIS 5108.20
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06
			SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00
SPI	SPI DEFAULT			
52571	DUPLICATOR CM16-D	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEP LIFE	
-000	MFR BELL & HOWEL	CLS M VENDOR MICROSCAN	DEP N POST DP N DEP METH	
	MODEL CM-16D	CAT 107 PO 2004247	SALVAGE VALU .00	
	S/N 16D-654	LOC ARCHIVES CHECK 17013	ACCUM DEP 14596.37	
	INVENTORY DATE	FUND TYPE G ACQUIRE 04/16/04	REM BOOK BASIS .00	
	CONDITION GOOD STATUS	DPT ARCHIVES INS CO ARCHIVES	DEP BASIS 14596.37	
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/07	
			SALE AMOUNT .00	
			RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00
SPI	SPI DEFAULT			
52572	MICROFICHE DUPLICATOR M-2	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEP LIFE	
-000	MFR BELL & HOWEL	CLS M VENDOR MICROSCAN	DEP N POST DP N DEP METH	
	MODEL M-2	CAT 107 PO 2004247	SALVAGE VALU .00	
	S/N M2-1271	LOC ARCHIVES CHECK 17013	ACCUM DEP 6396.37	
	INVENTORY DATE	FUND TYPE G ACQUIRE 04/16/04	REM BOOK BASIS .00	
	CONDITION 07222009STATUS	DPT ARCHIVES INS CO ARCHIVES	DEP BASIS 6396.37	
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/07	
			SALE AMOUNT .00	
			RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00
SPI	SPI DEFAULT			

SUNGAURD PENTAMATION
DATE: 10/15/2015
TIME: 07:41:25

ESCAMBIA COUNTY CLERK - LIVE
FIXED ASSETS LISTING

PAGE NUMBER: 3
REPORT10

SELECTION CRITERIA: assets.tagno in ('41436','45389','45391','50047','52571','52572','53761','53780')

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
53761	INDUS/MAPLE 3500E PROCESSOR	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR INDUS	CLS M VENDOR MICROSCAN	DEP N POST DP N DEP METH
	MODEL 3500E	CAT 107 PO 2005520	SALVAGE VALU .00
	S/N PR-00-100-121	LOC ARCHIVES CHECK 19139	ACCUM DEP 12418.79
	INVENTORY DATE	FUND TYPE G ACQUIRE 07/15/05	REM BOOK BASIS .00
	CONDITION GOOD STATUS	DPT ARCHIVES INS CO ARCHIVES	DEP BASIS 12418.79
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/07
			SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00
53780	PLANETARY CAMERA/BASE ALOS C41	FUNDING SPEC REV CAPITAL ASSET Y	EST LIFE 3 DEP LIFE	
-000	MFR MINOLTA	CLS M VENDOR MICROSCAN	DEP N POST DP N DEP METH	
	MODEL ALOS C41	CAT 107 PO 2005640	SALVAGE VALU .00	
	S/N 36006173	LOC ARCHIVES CHECK 19366	ACCUM DEP 7230.68	
	INVENTORY DATE	FUND TYPE G ACQUIRE 09/01/05	REM BOOK BASIS .00	
	CONDITION GOOD STATUS	DPT ARCHIVES INS CO ARCHIVES	DEP BASIS 7230.68	
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/07	
			SALE AMOUNT .00	
			RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00
REPORT TOTAL	8 RECORDS SELECTED			
	COST	65,675.41		
	INSURANCE VALUE	.00		
	SALVAGE VALUE	.00		
	ACCUMULATED DEPRECIATION	65,675.41		
	SALE AMOUNT	.00		



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9309

County Administrator's Report 11. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/17/2015

Issue: Request for Disposition of Property

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Disposition of Property Form

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety

COST CENTER NO: 330411

Tamika L Williams

DATE: 10/12/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): 

Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	58956	Dell Optiplex 780 Computer	GD76CP1		2011	poor

Disposal Comments: The items listed above are no longer of use to the Public Safety Department and is no longer working

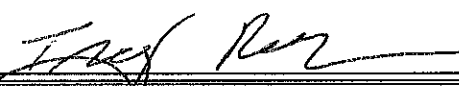
INFORMATION TECHNOLOGY (IT Technician): Troy Robinson

Print Name

Conditions: ☒ Dispose-Good Condition-Unusable for BOCC

☐ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 10-12-2015 Information Technology Technician Signature: 

Date: 10/12/15

FROM: Escambia County Department Director (Signature): 

Director (Print Name):

Mike Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

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

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9342

County Administrator's Report 11. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/17/2015

Issue: Community Redevelopment Agency Meeting Minutes, October 22, 2015

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, October 22, 2015 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the October 22, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On November 17, 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:

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

CRABoardMinutes-Oct2015



**MINUTES
COMMUNITY REDEVELOPMENT AGENCY
October 22, 2015
8:45 a.m.**

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

Present: Lumon May, Commissioner, District 3 - Chairman
Wilson Robertson, Commissioner, District 1
Doug Underhill, Commissioner, District 2
Grover Robinson, IV, Commissioner, District 4

Absent: Steven Barry, Commissioner, District 5

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

Call to Order. 8.51 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, 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.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 2 Doug Underhill

Vote: 4 - 0 - Unanimously

2 Recommendation Concerning to Conduct 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 conduct 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 2 Doug Underhill

Vote: 4 - 0 - Unanimously

3 Recommendation Concerning to Conduct a Public Hearing to amend the Cantonment Redevelopment Area Boundaries- Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Resolution amending the Cantonment Redevelopment Area:

A. Conduct a Public Hearing 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; and

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

Motion made by Commissioner, District 1 Wilson Robertson, Seconded by Commissioner, District 2 Doug Underhill

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 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. 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

Vote: 4 - 0 - Unanimously

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

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

A. Approve the following cancellation of 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. 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

Vote: 4 - 0 - Unanimously

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

That the Board take the following action concerning the cancellation of four Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

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

Motion made by Commissioner, District 1 Wilson Robertson, Seconded by Commissioner, District 2 Doug Underhill

Vote: 4 - 0 - Unanimously

IV. Discussion/Information Items

1. Gulf Power Street Lights
2. Update on the Street Lights Program at the November CRA Meeting

Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9288

County Administrator's Report 11. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/17/2015

Issue: HOME Investment Partnerships Program (HOME) Homebuyer Program Modification

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the HOME Investment Partnerships Program (HOME) Homebuyer Program - Tonya Gant, Neighborhood & Human Services Department Director

That the Board modify the HOME Investment Partnerships Program (HOME) Homebuyer Program (Program) to increase the amount of assistance to make the County or City Community Redevelopment Areas the targeted locations, to allow for any homebuyer making the property his/her principal residence to participate, and to restrict the property type to new construction only.

BACKGROUND:

The Board approved the use of HOME Investment Partnerships Program (HOME) funding for homebuyers under the 2014 HUD Annual Plan and through a Substantial Amendment to the 2013 Annual Plan (see Exhibit I). These actions were taken at a time when little or no funding had been provided to the County and City of Pensacola through the State Housing Initiatives Partnership (SHIP) Program. Now that SHIP funding is available to first time buyers, there has been a limited demand to use the HOME funds. HUD has also increased the reporting requirements through the HOME program, making it a more cumbersome for lenders and staff to implement over the SHIP homebuyer program.

In order to promote the HOME homebuyer program, staff is proposing the following changes to the HOME program to support targeted infill in County and City Community Redevelopment Areas (CRAs):

	FROM	TO
Assistance Level:	\$7500	\$12,500

Buyer Classification:	First Time Homebuyer	Any Homebuyer (must make property their principal residence)
Targeted Area:	None	County or City CRAs
Property Type:	New or Existing	New Construction only

A draft Program brochure (Exhibit II) and Program Policy and Lender Guidelines (Exhibit III) are provided incorporating the recommended changes.

BUDGETARY IMPACT:

Funds for this program are already approved and budgeted in Fund 147/2013 and 2014 HOME, Cost Centers 370265 and 370266.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

No changes in personnel required for this Program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Modifications to Program policies and procedures must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will implement this Program jointly with the City of Pensacola Housing Office, similar to the SHIP First Time Homebuyer Program.

Attachments

EX I-HUD HOME Plan Summary
EX II-HOME homebuyer brochure
EX III-HOME guidelines

RESUME OF THE REGULAR BCC MEETING – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action concerning approval of the Escambia Consortium 2014/2015 Annual Action Plan; a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at: <http://www.myescambia.com> (Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG – Cost Centers to be assigned):
- A. Approve the Escambia Consortium 2014/2015 Annual Action Plan for Housing and Community Development, including the Escambia County 2014 Annual Plan, detailing use of 2014 Community Development Block Grant (CDBG) funds, in the amount of \$1,653,390; 2014 HOME Investment Partnerships Act (HOME) funds, in the amount of \$975,346; and 2014 Emergency Solutions Grant Program (ESG) funds, in the amount of \$136,359; and
 - B. Authorize the County Administrator to execute all 2014/2015 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2014 CDBG, 2014 HOME, and 2014 ESG Programs.

Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

13. Recommendation: That the Board take the following action concerning Dental Insurance (PD 12-13.029) (Funding Source: Fund 501, Internal Service Fund, Cost Center 150109, Object Code 54501):
- A. Approve a three-month extension of the present Contract to December 31, 2016, without an increase in administrative fees; and
 - B. Authorize the County Administrator to sign the Dental Administration Service Contract between Delta Dental Insurance Company and Escambia County (Service Contract will be drafted upon approval of this Board action).

Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

ESCAMBIA CONSORTIUM
2014-2015 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES

FUNDING

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$241,867

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

HOMEBUYER ASSISTANCE

\$150,000

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 13-15 families. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$195,993

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOMEBUYER ASSISTANCE

\$143,650

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 12-14 families. (Santa Rosa County)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-18. Approval of Various Consent Agenda Items – Continued

10. Continued...

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

11. Adopting the Resolution (*R2013-76*) approving Supplemental Budget Amendment #185, Other Grants and Projects Fund (110), in the amount of \$148,054, to recognize proceeds from two State of Florida, Division of Emergency Management, Grant Agreements, and to appropriate these funds for the Department of Community Affairs Civil Defense Grant activities, and the Emergency Management Performance Grant activities.

12. Taking the following action concerning approval of the Escambia Consortium 2013 Annual Action Plan (Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG – Cost Centers to be assigned) (a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at <http://www.myescambi.com> [Community/Neighborhood Enterprise Foundation Program Plans and Reports]):

A. Approving the Escambia Consortium 2013 Annual Action Plan for Housing and Community Development, including the Escambia County 2013 Annual Plan, detailing use of 2013 Community Development Block Grant (CDBG) funds, in the amount of \$1,678,503; 2013 HOME Investment Partnerships Act (HOME) funds, in the amount of \$960,936; and 2013 Emergency Solutions Grant Program (ESG) funds, in the amount of \$122,946; and

B. Authorizing the Interim County Administrator to execute all 2013 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorize the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2013 CDBG, 2013 HOME, and 2013 ESG Programs.

ESCAMBIA CONSORTIUM
2013-2014 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES

FUNDING

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$386,077

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$193,097

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOMEBUYER ASSISTANCE

\$141,528

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 13-15 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)

\$144,141

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 2 affordable rental, special needs or homeless housing units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

ADMINISTRATION/MANAGEMENT (JOINT)

\$96,093

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2013 HOME Funds Available to the Consortium (Estimated)

\$ 960,936

(Local match provided through limited SHIP funds and carry forward match balance)

TOTAL 2013 HOME FUNDS (ACTUAL)

\$ 960,936

AMENDMENT TO
2010 & 2013 ANNUAL ACTION PLANS
REGARDING THE
ESCAMBIA CONSORTIUM HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

The Escambia Consortium is amending the 2010 & 2013 Escambia Consortium Annual Action Plans specifically to reallocate funds within the Home Investment Partnerships Program (HOME), including Grant # M-10-DC-12-0225 & # M-13-DC-12-0225, in order to reallocate funds between project categories as follows:

GRANT #M-10-DC-12-0225

TRANSFER FUNDS FROM: TRANSFER FUNDS TO:

Homebuyer Assistance (City of Pensacola)

\$ 358,445

Substantial Rehabilitation/Reconstruction (City of Pensacola)

\$ 358,445

GRANT #M-13-DC-12-0225

Substantial Rehabilitation/Reconstruction (Escambia County)

\$ 120,000

Homebuyer Assistance (Escambia County)

\$ 120,000

Comments or questions concerning this amendment are invited through **4:00 p.m. (CST), April 7, 2014**. Interested parties may submit written comments to: Escambia Consortium, C/O Neighborhood Enterprise Foundation, Inc., P.O. Box 18178, Pensacola, Florida 32523. Questions should be directed to Randy Wilkerson at (850) 458-0466; TDD (850) 458-0464; or E-mail: rrwilker@myescambialcom. Escambia County adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to services, programs, and activities. Please call 458-0466 (TDD# 458-0464) at least 48 hours in advance of the event in order to allow time to provide requested services.

The above stated CDBG Amendment has been subjected to a minimum 30-day public comment period in compliance with the Local Citizen Participation Plan. Revisions will be effective **April 8, 2014** and will be immediately implemented in accordance with governing CDBG Regulations.

Escambia County, Florida (for the Escambia Consortium)

By: _____

Larry Newsom, Interim County Administrator

Congratulations! You've decided to purchase a home, a decision you've probably thought about for a long time. The HOME Homebuyers Program can provide you with the "key" to home ownership by assisting with down payment and closing costs which could lead you to your destination of owning your own home!

Homebuyers Program

- The HOME Homebuyers Program is designed to assist low income families to obtain affordable housing.
- HOME funds will provide down payment and closing cost assistance up to \$12,500 which is offered in the form of a forgivable loan.

For additional information about the HOME Homebuyers Program, contact Tracy Pickens, City of Pensacola Housing Office, telephone number 850.858.0350, or e-mail: tpickens@cityofpensacola.com

To Qualify...

- Applicant must be purchasing a newly constructed home within Escambia County or City of

Pensacola Community
Redevelopment Areas (CRA)
designated areas.

- Applicant's total household income must be within the maximum income eligibility limits.
- Applicant must have satisfactory credit history to secure the home loan.
- Applicant must meet all the financial institution's (lender) local, state, and federal loan requirement guidelines.

Income Eligibility Limits

Effective March 6, 2015*

<u>Family Size</u>	<u>Income</u>
1	\$34,650
2	39,600
3	44,550
4	49,450
5	53,450
6	57,400
7	61,350

*Subject to change annually

Getting Started

Your first step should be to attend a Homebuyer Education class, which is a requirement for participation in the HOME Homebuyer's Program. The

class is offered by ***Consumer Credit Counseling of West Florida and Community Enterprise Investments, Inc. (CEII)***.

Consumer Credit Counseling and CEII are certified by the U.S. Department of Housing and Urban Development (HUD) to provide comprehensive housing counseling services. In this class you will learn how to avoid costly mistakes when purchasing your first home; how to save on energy costs; how to decide how much house you can afford and much more.

Call ***Consumer Credit Counseling*** or ***CEII***

Consumer Credit Counseling
850-434.0268

www.cccswfl.org

CEII
850-595-6234
www.ceii-cdc.org



Frequently asked questions

Do I have to purchase a house within the Pensacola City limits?

The home may be located within the City or County limits, in a CRA area.

Can you purchase an existing home under this program?

The home that you purchase must have received a Certificate of Occupancy (CO) within the last year from the date of the purchase contract.

How does the program help me to purchase a home?

HOME funds will provide down payment and closing cost assistance up to \$12,500, which is offered in the form of a forgivable loan.

What is the maximum price?

The maximum purchase price of your home cannot exceed \$189,000.

Does this program help me pay the monthly mortgage?

No.

After the purchase of my home, am I required to attend any other homeowner classes?

Yes. After the purchase you must attend the Foreclosure Prevention Class offered by the City of Pensacola.

City of Pensacola Housing Office

P.O. Box 12910, Pensacola, FL 32521

Physical Address: 420 W. Chase St.

Phone: 850-858-0350 Option 8

TDD: 850-595-0102

Fax: 850-595-0113

www.cityofpensacola.com



For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com



The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and other activities. Please call 858-0350 (or TDD 595-0102) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.



HOME Homebuyers Program



Escambia Consortium HOME Homebuyer Program Policy and Lender Guidelines

Escambia County and the City of Pensacola, Florida jointly participate in the HOME Homebuyers Program. This program is designed to assist low income families to obtain affordable housing. HOME funds will provide down payment and closing cost assistance, up to \$12,500.00, which is offered in the form of a forgivable loan.

Applicants for the HOME Program must allow the local government or its designated representative to verify the gross anticipated household income to determine that the household is qualified as either very low or low income. The gross anticipated income for the next 12 month period of all persons in the households must be verified and included on income verification prior to the distribution of HOME funds.

Lender Qualifications:

1. Have a staffed, local branch office located in Escambia County or Santa Rosa County.
2. Rate and loan requirements meet FNMA and FHA requirements and comply with FDIC Statement on Subprime Mortgage Lending found at <http://www.fdic.gov/regulations/laws/rules/5000-5160.html>
3. Be a State-Licensed or Federally registered mortgage loan originator as registered with Nationwide Mortgage Licensing System (NMLS)

HOME MORTGAGE	
CREDITOR:	Escambia Consortium HOME Investment Partnerships (HOME) Program Homebuyer Program.
TYPE:	Second Mortgage.
MAXIMUM ASSISTANCE:	For HOME homebuyers, up to \$12,500 principal mortgage reduction, closing costs and/or down payment assistance. HOME funds may only be used for usual and customary closing costs. The HOME assistance provided to a buyer is for the sole purpose of ensuring affordability for the buyer. In no case may HOME funding unduly enrich buyer or any party to such transaction.
RATE:	0% Deferred Payment Loan. No monthly payments.
TERM:	Loans are due upon sale, refinancing, or transfer of the property or when the property is no longer the principal residence. If the homebuyer occupies the home as his/her primary residence for the affordability period of five (5) years, the loan will be forgiven and reduced to zero.
BORROWER'S CONTRIBUTION:	Buyer must provide a minimum of \$1,000 out of pocket in cash to go toward fees or down payment required by the first mortgage lender. Any purchase- related expenses POC may be applied to this requirement if documented prior to loan closing. No gift funds are allowed under the Program. Please note families may not receive any cash out at closing under any circumstances.
HOME LOAN COSTS:	There is no fee to participate in the program. Closing costs will include recording fees of a five-page HOME Mortgage and Security Agreement. The HOME loan is NOT exempt from intangible taxes or documentary tax.

FIRST MORTGAGE	
TERMS:	Fixed interest rate only, up to a 30 year term. Conventional, FHA, RD or VA loans. Per ML 2002-22, local government second mortgage assistance programs do not need to be approved for use in conjunction with a FHA first mortgage, provided other FHA insurance requirements are met.
INELIGIBLE LOAN TYPES:	No ARM's, interest only, hybrids, balloons, variable interest rates, pre-payment penalties or sub-prime loans will be allowed.
REASONABLE CLOSING COSTS:	Only usual and customary closing costs may be charged to buyer. Lender fees including origination fees, appraisal fees, underwriting and processing fees, and discount points may not exceed 3% of the first mortgage amount . Buyer may not receive any cash at closing.
COMBINED LTV:	Maximum allowable by first mortgage lender.
ELIGIBLE BORROWERS	
Each loan application must comply with applicable HOME regulations. The Escambia Consortium relies on the primary lender to analyze each loan application to determine that the applicant is a suitable borrower. The purpose of the underwriting process is to reduce the risk of loan default to the Escambia Consortium and ensure that the borrower will be able to maintain his/her home after purchase.	
HOMEBUYER CLASSIFICATION:	Open to all Home Buyers purchasing in Escambia County, including the City of Pensacola.
HOMEBUYER EDUCATION:	Buyer must attend a free, HUD certified homebuyer education class (in person) prior to closing offered by Consumer Credit Counseling Services (434-0268) or CEII (595-6234).
FORECLOSURE PREVENTION:	Buyer must attend a free post-purchase certified foreclosure prevention class. This class is offered by the City of Pensacola (850-858-0350).
INCOME LIMITS:	Gross household income not to exceed 80% of the area median income, adjusted for family size. Determined by HUD metropolitan statistical area, FL (MSA).
INCOME and CREDIT:	Buyer must have sufficient income and credit to obtain financing approval from the lender to purchase the home and support the primary mortgage amount.
CO-BORROWERS:	Co-borrowers or Co-mortgagors not occupying the property will not be allowed under the Program.
DEBT TO INCOME RATIOS:	The PITI must not exceed 30% of the buyer's gross monthly income, unless the lender approves (with documentation) the buyer's mortgage payment in excess of the 30% benchmark. However, even with lender approval, the PITI cannot exceed 35% of the buyer's gross monthly income. The total debt ratio is not to exceed 41%.
ELIGIBLE PROPERTIES	
ELIGIBLE LOCATIONS:	Properties <u>must</u> be purchased within Escambia County or the City of Pensacola Community Redevelopment Area designated areas.

ELIGIBLE PROPERTIES:	New Construction only. New construction shall be defined as site preparation of, and construction of a new home or existing homes that have never been occupied and have received a Certificate of Occupancy (CO) within the last year from date of purchase contract.
PURCHASE PRICE LIMIT:	Maximum purchase price: \$189,000
PROPERTY USE:	Property must serve as the buyer's principal residence.
GENERAL INSTRUCTIONS:	Home Inspections are mandatory under the HOME Program.
CLOSING	
PROPERTY INSURANCE:	Buyer must maintain wind storm property and liability insurance on the Property during the term of the HOME Mortgage and Note in an amount not less than the replacement value of the Property. Properties located within Special Flood Hazard Areas must obtain flood insurance as a condition of closing and must maintain insurance for the life of the loan. Such policy or policies shall be issued in the name of the Buyer and Escambia HOME Consortium. Proof of insurance must be received prior to closing.
CLOSING INSTRUCTIONS:	Upon acceptance and approval of required documents from the Primary Lender, the City of Pensacola will supply HOME mortgage, note and related closing documents and provide a check to the Closing Agent in the approved amount of HOME funds.

CONTACT: Tracy Pickens
HOME Homebuyer Program Manager
Phone: 850.858-0350
Fax: 850.595-0311
Email: <mailto:TPickens@cityofpensacola.com>

10/1/15



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9040

County Administrator's Report 11. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/17/2015

Issue: Approve the Declaration of Restrictive Covenant for County owned property located at Mahogany Mill Boat Ramp Facility

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of the Declaration of Restrictive Covenant for Property Located at the Escambia County Mahogany Mill Boat Ramp Facility - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the property located at the Escambia County Mahogany Mill Boat Ramp Facility:

A. Approve the Declaration of Restrictive Covenant for County-owned property located at the Escambia County Mahogany Mill Boat Ramp Facility, Pensacola, Florida; and

B. Authorize the Chairman to sign and execute all associated documents.

BACKGROUND:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff has conducted environmental remediation for property located at the County owned Mahogany Mill Boat Ramp Facility. The remediation was conducted under instructions based on an agreement entered into with the Florida Department of Environmental Protection (FDEP). This agreement required that the County record deed restrictions on the property to reduce and/or eliminate exposure from residual contamination. Once the Deed restrictions are recorded, the County will receive a Site Rehabilitation Completion Order (SRCO) from the FDEP.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has been briefed and is aware of the situation.

PERSONNEL:

No additional personnel are needed related to the recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board actions is required to fulfill this task.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff will coordinate implementation tasks and execute any documents needed to complete the project.

Attachments

Deed Restriction

Board Authorization



This instrument prepared by:
Keith Wilkins, Director, Community and Environment Bureau
Escambia County
221 Palafox Place
Pensacola, Florida 32502

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter “Declaration”) is made by Escambia County, a political subdivision of the State of Florida, (hereinafter “GRANTOR”) and the Florida Department of Environmental Protection (hereinafter “FDEP”).

RECITALS

- A. GRANTOR is the owner of that certain real property situated in the County of Escambia, State of Florida, more particularly described in Exhibit “A”, attached hereto and made a part hereof (hereinafter the “Restricted Property”).
- B. The FDEP Facility Identification Number for the Restricted Property is COM_320053; Brownfield Site ID No. BF171102001. The facility name at the time of this Declaration is Mahogany Mill Boat Ramp Site. This Declaration addresses the contaminated soil area that was identified in April 2013 as part of ongoing construction activities for the boat ramp. The current Site use is a public boat ramp facility. Soil sampling activities were initiated and the initial notice of contamination was recorded as 1 July 2013.

- C. The 1 July 2013 soil contamination, which was reportedly related to historic lumber operations on the Restricted Property, is documented in the following reports that are incorporated by reference:
1. *Site Assessment Report/Remedial Action Plan* dated 31 October 2013, prepared by Geosyntec Consultants;
 2. *Remedial Action Plan Approval Order* dated 8 November 2013, prepared by the FDEP
 3. *Construction Completion Report and Maintenance Plan* dated 30 December 2013, prepared by Geosyntec Consultants; and
 4. *Review of Construction Completion Report and Maintenance Plan* (stating the document serves as the Site Rehabilitation Completion Report and Engineering Control Maintenance Plan) dated 27 February 2014, prepared by the FDEP.
- D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located on the Restricted Property. These reports confirm that contaminated soil, as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Restricted Property, and this declaration imposes restrictions on the Property based on this finding. Additionally, the reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that was found on the Restricted Property above FDEP soil cleanup target levels (SCTLs). Notably, the area of existing contaminated soil at the Restricted Property which is above FDEP direct exposure and leachability SCTLs is shown on Exhibit "B" and labeled as "Restricted Property." This declaration imposes additional restrictions on the area of soil contamination above SCTLs at the Restricted Property.
- E. It is the intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Restricted Property and the environment to the contaminants and to reduce or eliminate the threat of migration of these contaminants.
- F. The FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. The FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of total recoverable petroleum hydrocarbons (TRPH), pentachlorophenol (PCP), and/or polycyclic aromatic hydrocarbons (PAHs) (collectively the chemicals of concern [COCs] for the Restricted Property) in soil are found to increase above the levels approved in the Order, or if a subsequent discharge occurs at the Restricted Property, the FDEP may require site rehabilitation to reduce concentrations of COC contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_320053 can be found by contacting the Northwest FDEP district office.

- G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that an Order be obtained and that the Restricted Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, *to induce the FDEP to issue the Order* and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on the Restricted Property the following restrictions and requirements:
 - a. There shall be no use of the groundwater under the Restricted Property. There shall be no drilling for water conducted on the Restricted Property nor shall any wells be installed on the Restricted Property other than monitoring wells pre-approved in writing by FDEP's Northwest District (NWD), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Restricted Property. For any dewatering activities on the property, a plan approved by FDEP's NWD must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.
 - b.i. The area of soil contamination as located on the Restricted Property shall be permanently covered and maintained with an impermeable material that prevents human exposure and prevents water infiltration (hereinafter referred to as "the Engineering Control"). The Engineering Control shall be described as "Restricted Property" in Exhibit "B". An Engineering Control Maintenance Plan (ECMP) (submitted as the *Construction Completion Report and Maintenance Plan*) relating to the FDEP Facility No. COM_320053; Brownfield Site ID No. BF171102001 dated 30 December 2013, prepared by Geosyntec Consultants, has been approved by the FDEP. The ECMP specifies the frequency of inspections and monitoring for the Engineering Control and the criteria for determining when the Engineering Control has failed. The Engineering Control shall be maintained in accordance with the ECMP as it may be amended upon the prior written consent of the FDEP.
 - b.ii. Excavation and construction below the impermeable cap is not prohibited on the Restricted Property provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state, and federal requirements and the impermeable cap is replaced, if needed, and certified by a professional engineer. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by the

FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this Declaration shall prevent, limit or restrict any excavation or construction at or below the surface outside the boundary of the Restricted Property.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.
4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Restricted Property at reasonable times and with reasonable notice to the GRANTOR. Access to the Restricted Property is granted by an adjacent public right of way.
5. It is the intention of GRANTOR that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and the FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.
6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, GRANTOR agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration of Restrictive Covenant.
7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must have been achieved. This Declaration may be modified in writing

only. Any subsequent amendment must be executed by both GRANTOR and the FDEP and be recorded by the real property owner as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.
9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

IN WITNESS WHEREOF, Escambia County, a political subdivision of the State of Florida, has executed this instrument, this _____ day of _____, 20____.

ESCAMBIA COUNTY, FLORIDA, by
and through its duly authorized Board of
County Commissioners

Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this _____ day of _____, 20__.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____

Emile D. Hamilton
Director
Northwest District Office
160 West Government Street, Suite 308
Pensacola, Florida 32502

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____

Print Name: _____

Witness: _____ Date: _____

Print Name: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Emile D. Hamilton, Director, Northwest District Office, as representative for the Florida Department of Environmental Protection.

Personally Known _____ OR Produced Identification _____.

Type of Identification Produced _____.

Signature of Notary Public

Print Name of Notary Public

Commission No. _____

Commission Expires: _____

EXHIBIT "A"

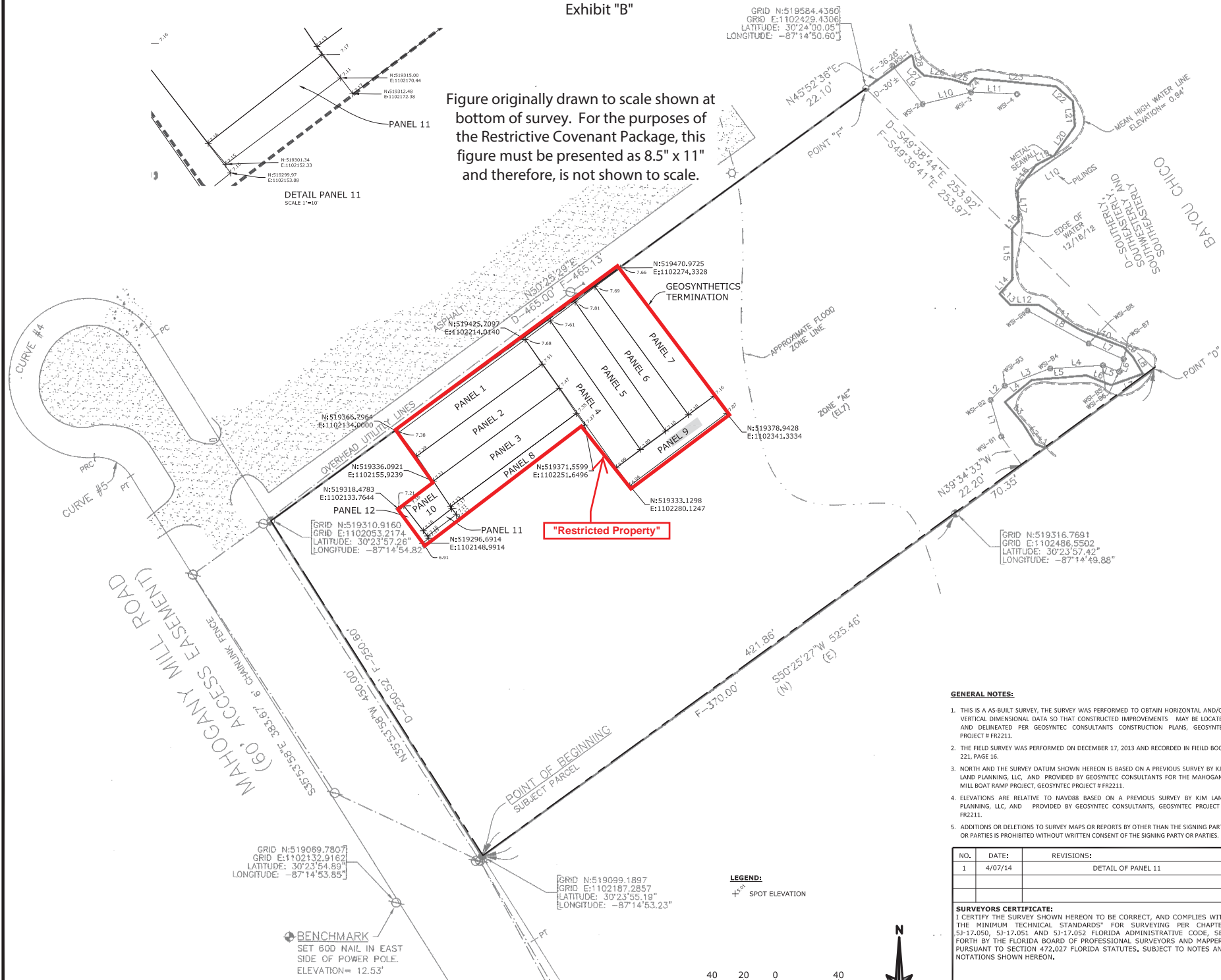
Commence at the Northerly corner of William Fisher's Subdivision of 96 acres according to the map of said subdivision recorded in Deed Book 11 at page 349 of the public records of Escambia County, Florida; thence go North 36 degrees 01 minutes 40 seconds East a distance of 40.00 feet to a point on the intersection of the Northeasterly R/W line of Lakewood Road (40' R/W) and the Southeasterly R/W line of Weis Lane (20' R/W); thence go South 54 degrees 00 minutes 58 seconds East along the aforesaid Northeasterly R/W line of Lakewood Road a distance of 1406.58 feet to a point on the Northwesterly R/W line of Barrancas Avenue (S.R. #S-292, R/W varies in width); thence go North 69 degrees 06 minutes 00 seconds East along the aforesaid Northwesterly R/W line of Barrancas Avenue a distance of 310.00 feet; thence go North 20 degrees 54 minutes 00 seconds West a distance of 241.88 feet to a point of curvature; thence go along a curve to the right having a radius of 425.92 feet an arc distance of 172.89 feet (CH = 171.71 feet, CH BRG = N 09°16'17" W) to the point of tangency; thence go North 02 degrees 21 minutes 27 seconds East a distance of 36.93 feet to a point of curvature; thence go along a curve to the left having a radius of 338.98 feet an arc distance of 211.57 feet (CH = 208.15 feet, CH BRG = N 15°31'20" W) to a point of compound curvature; thence go along a curve to the left having a radius of 3008.27 feet an arc distance of 131.11 feet (CH = 131.10 feet, CH BRG = N 34°39'03" W) to the point of tangency; thence go North 35 degrees 53 minutes 58 seconds West a distance of 61.98 feet to the P.O.B.; thence continue North 35 degrees 53 minutes 58 seconds West a distance of 250.52 feet; thence go North 50 degrees 25 minutes 29 seconds East a distance of 465.00 feet to a point hereinafter referred to as Point "F"; thence continue North 50 degrees 25 minutes 29 seconds East a distance of 30.00 feet more or less to the mean high water line of Bayou Chico; thence meander Southerly, Southeasterly, Southwesterly, and Southeasterly along the aforesaid mean high water line to a point of intersection with a line passed through the P.O.B. and having a bearing of North 50 degrees 25 minutes 29 seconds East; thence go South 50 degrees 25 minutes 29 seconds West a distance of 9 feet more or less to a point hereinafter referred to as Point "D"; said point lying South 49 degrees 38 minutes 44 seconds East a distance of 253.92 feet from the aforesaid Point "F"; thence continue South 50 degrees 25 minutes 29 seconds West a distance of 525.46 feet to the P.O.B. The above described parcel of land is situated in Section 59, Township 2 South, Range 30 West, Escambia County, Florida, known as Pedro Palao Grant.

TOGETHER WITH a non-exclusive access easement over and across the following described property:

Commence at the Northerly corner of William Fisher's Subdivision of 96 acres according to the map of said subdivision recorded in Deed Book 11 at page 349 of the public records of Escambia County, Florida; thence go North 36 degrees 01 minutes 40 seconds East a distance of 40.00 feet to a point on the intersection of the Northeasterly R/W line of Lakewood Road (40' R/W) and the Southeasterly R/W line of Weis Lane (20' R/W); thence go South 54 degrees 00' 58" East along the aforesaid Northeasterly R/W line of Lakewood Road a distance of 1406.58 feet to a point on the Northwesterly R/W line of Barrancas Avenue (S.R. #S-292, R/W varies in width); thence go North 69 degrees 06' 00" East along the aforesaid Northwesterly R/W line of Barrancas Avenue a distance of 250.00 feet to the P.O.B. of a 60 feet wide access easement; thence continue North 69 degrees 06' 00" East along the aforesaid Northwesterly R/W line of Barrancas Avenue a distance of 6000 feet; thence go North 20 degrees 54' 00" West a distance of 241.88 feet to a Point of Curvature; thence go along a curve to the right having a radius of 425.92 feet an arc distance of 172.89 feet, (CH = 171.71 feet, CH BRG = N 09 degrees 16' 17" W) to the point of tangency; thence go North 02 degrees 21' 27" East a distance of 36.93 feet to a point of curvature; thence go along a curve to the left having a radius of 338.98 feet an arc distance of 211.57 feet (CH = 208.15 feet, CH BRG = N 13°31'20" W) to a point of compound curvature; thence go along a curve to the left having a radius of 3008.27 feet an arc distance of 131.11 feet (CH = 131.10', CH BRG = N 34°39'03" W) to the point of tangency; thence go North 35 degrees 53' 58" seconds West a distance of 450.00 feet to a point of curvature; thence go along a curve to the left having a radius of 50.00 feet an arc distance of 211.34 feet (CH = 85.63 feet, CH BRG = S 23°00'34" W) to a point of reverse curvature; thence go along a curve to the right having a radius of 25.00 feet and arc distance of 27.13 feet (CH = 25.82 feet, CH BRG = S 66°59'26" E) to the point of tangency; thence go South 35 degrees 53' 58" East a distance of 383.67 feet to a point of curvature; thence go along a curve to the right having a radius of 2948.27 feet an arc distance of 128.50 feet (CH = 128.49 feet, CH BRG = S 34°39'03" E) to a point of compound curvature; thence go along a curve to the right having a radius of 278.98 feet an arc distance of 174.12 feet (CH = 171.31 feet, CH BRG = S 15°31'20" E) to the point of tangency; thence go South 02 degrees 21' 27" West a distance of 36.93 feet to a point of curvature; thence go along a curve to the left having a radius of 485.92 feet an arc distance of 197.24 feet (CH = 195.89', CH BRG = S 09°16'17" E) to the point of tangency.; thence go South 20 degrees 54' 00" East a distance of 241.88 feet to the P.O.B.. The above described 60 foot wide access easement is situated in Section 59, Township 2 South, Range 30 West, Escambia County, known as Pedro Palao Grant.

Exhibit "B"

Figure originally drawn to scale shown at bottom of survey. For the purposes of the Restrictive Covenant Package, this figure must be presented as 8.5" x 11" and therefore, is not shown to scale.



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

2. Authorizing the County to piggyback off the State of Florida Term Contract #25100000-15-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and awarding a Purchase Order for five 2015 Chevrolet Equinox Sport Utility Vehicles, Model #1LH26, for the Building Inspections Department, to Rountree - Moore Chevrolet, in the amount of \$101,800, according to Specification Number VE14-15.018 (Funding: Fund 406, Building Inspections Fund, Cost Center 250111, Object Code 56401).



3. Taking the following action concerning the recording of Declaration of Restrictive Covenants and providing Ownership and Encumbrance Reports for 3300 Mobile Highway and Escambia County Mahogany Mill Boat Ramp; the Florida Department of Environmental Protection (FDEP) has requested that the County provide Ownership and Encumbrance Reports for the County-owned properties located at 3300 Mobile Highway and Escambia County Mahogany Mill Boat Ramp Facility as required documentation for Restrictive Covenants, which are to be recorded on the properties; Florida Statute Section 125.411 prohibits the County from warranting its own properties of conveyance; the County Attorney's Office has concerns that the updated titles constitute a form of warranty, which would violate Florida Statute 125.411 (Funding: Fund 151, Barrancas and Brownsville Tax Increment Financing, Cost Centers 220515 and 220519):
 - A. Authorizing the recording of the Declaration of Restrictive Covenants required by the FDEP for the properties located at 3300 Mobile Highway and the Escambia County Mahogany Mill Boat Ramp Facility; and
 - B. Approving to provide current Ownership and Encumbrance Reports on each property to support the Declaration of Restrictive Covenant documents.
4. Taking the following action regarding the Detailed Work Plan Budget for the Mosquito Control Division:
 - A. Approving the *Detailed Work Plan Budget – Mosquito Control* for Fiscal Year 2015-2016; and
 - B. Authorizing the Chairman to sign the document.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9205

County Administrator's Report 11. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/17/2015

Issue: Permission to Enter Property for Groundwater Sampling at property located at 2601 Massachusetts

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Permission to Enter Property to Allow the Florida Department of Environmental Protection to Conduct Groundwater Sampling in an Existing Sampling Well on County-Owned Property at 2601 Massachusetts Avenue - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Permission to Enter Property for County-owned property located 2601 Massachusetts Avenue, Pensacola, Florida:

A. Approve the Permission to Enter Property to allow the Florida Department of Environmental Protection (FDEP) to conduct groundwater sampling in an existing sampling well on County-owned property located at 2601 Massachusetts Avenue; and

B. Authorize the Chairman to sign and execute all documents related to the project.

BACKGROUND:

The property located at 2601 Massachusetts Avenue is a County owned parcel. In 1984 pesticide constituent contaminants were detected in Corry Station production wells which provide drinking water for Corry Station and Pensacola Naval Air Station. Starting in 1994 the FDEP and the Northwest Florida Water Management District (NFWFMD) has conducted area-wide investigations of the groundwater to delineate existing groundwater contaminants. The sampling of the County property at 2601 Massachusetts is part of this on-going investigation.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the access agreement as to form and legal sufficiency.

PERSONNEL:

No additional personnel is needed related to the recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is required to fulfill this task.

IMPLEMENTATION/COORDINATION:

The Community Redevelopment Agency Staff will coordinate implementation tasks and execute any documents needed to complete the project.

Attachments

Access Agreement

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

PERMISSION TO ENTER PROPERTY

1. The undersigned real property owner, Escambia County, Florida ("undersigned"), hereby gives permission to the State of Florida, Department of Environmental Protection ("Department") and its agents and contractors to enter the undersigned's property ("the property") located at 2601 Massachusetts Avenue, Pensacola, Florida 32505 (Osceola Fire Station).
2. This permission is specifically limited to the following activities which may be performed by the Department, its agents or contractors: collection of groundwater samples from existing onsite well(s) (e.g., irrigation wells). Upon completion of the investigation, the Department, its agents or contractors will restore the property as nearly as practicable to its condition immediately prior to the commencement of such activities.
3. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned's successors and assigns for any contamination discovered on the property.
4. The Department, its agents or contractors may enter the property during normal business hours and may also make arrangements to enter the property at other times after agreement from the undersigned.
5. The undersigned shall not be liable for any injury, damage or loss on the property suffered by the Department, its agents or employees, unless caused by the negligence or intentional acts of the undersigned or its agents or employees.
6. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.

Real Property Owner:
ESCAMBIA COUNTY, FLORIDA, acting by
and through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Steven Barry, Chairman

Approved as to form and legal
sufficiency

Deputy Clerk (SEAL)

By/Title: Charles F. Aert. County Attorney
Date: Oct. 13, 2015

Accepted by the State of Florida Department of Environmental Protection by the following authorized agent:

Signature of Department Representative

Signature of Witness

Print Name

Date

Print Name

Date



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9267

County Administrator's Report 11. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/17/2015

Issue: Florida-Alabama Transportation Planning Organization Interlocal Agreement

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida-Alabama Transportation Planning Organization Interlocal Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Florida-Alabama Transportation Planning Organization Interlocal Agreement:

A. Adopt the Resolution authorizing the Chairman to execute the Interlocal Agreement for Creation of the Florida-Alabama Transportation Planning Organization;

B. Approve the updated Interlocal Agreement for Creation of the Florida-Alabama Transportation Planning Organization made and entered into on the 7th day of October 2015, by and between the Florida Department of Transportation (FDOT); Alabama Department of Transportation (ALDOT); Florida Counties of Escambia and Santa Rosa; Alabama County of Baldwin; the Cities of Pensacola, Gulf Breeze, Milton in Florida and Orange Beach in Alabama; and Escambia County Area Transit; and

C. Authorize Mike Crittenden, General Manager, Escambia County Area Transit, to execute the Interlocal Agreement.

[There is no budgetary impact]

BACKGROUND:

The parties to this Interlocal Agreement (ILA) desire to participate cooperatively, on a continuing basis, in the performance of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development.

Pursuant to this Interlocal Agreement, the parties wish to collectively participate in the

metropolitan planning process as the Florida-Alabama Transportation Planning Organization (TPO) for the Pensacola, Florida-Alabama urbanized area.

The reason for updating the TPO ILA is due to the recent inclusion of the City Council member from Orange Beach and the Escambia County Area Transit (ECAT) General Manager to the TPO Board as voting members. The TPO approved the ILA at their regularly scheduled meeting on October 7, 2015, and all signatory parties (the TPO, the Florida Department of Transportation, the Alabama Department of Transportation, Escambia County, Santa Rosa County, Baldwin County, ECAT, and the cities of Pensacola, Milton, Gulf Breeze, and Orange Beach) are asked to approve the Interlocal Agreement at their respective governing board meetings.

Orange Beach was added due to TPO boundary expansion (based on census data) and the ECAT General Manager was added due to Moving Ahead for Progress in the 21 Century (MAP-21) Federal Law.

BUDGETARY IMPACT:

There is no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has signed off on the Agreement and the Resolution.

PERSONNEL:

No additional personnel are required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires that the Chairman or Vice-Chairman sign all Interlocal Agreements and Resolutions.

IMPLEMENTATION/COORDINATION:

TPO staff will obtain all necessary signatures on the Interlocal Agreement.

Attachments

Resolution

TPO Agreement

RESOLUTION R2015-_____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE
CHAIRMAN TO EXECUTE THE INTERLOCAL AGREEMENT FOR
CREATION OF THE FLORIDA-ALABAMA TRANSPORTATION
PLANNING ORGANIZATION; PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the Governor of Florida as being responsible, together with the State of Florida, for carrying out the continuing, cooperative, and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and §339.175, Florida Statutes, provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas; and

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Florida-Alabama TPO for the Pensacola Urbanized Area.

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

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners hereby authorizes the Chairman to execute the Interlocal Agreement for creation of the Florida-Alabama TPO.

SECTION 3. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this _____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk (SEAL)

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 10/27/15

INTERLOCAL AGREEMENT FOR CREATION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this 7th day of October 2015, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT); FLORIDA COUNTIES OF ESCAMBIA and SANTA ROSA; ALABAMA COUNTY OF BALDWIN; THE CITIES OF PENSACOLA, GULF BREEZE, MILTON IN FLORIDA and ORANGE BEACH IN ALABAMA; AND ESCAMBIA COUNTY AREA TRANSIT, collectively known as "the parties."

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area; and

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development; and

WHEREAS, Title 23 USC §134 and 135, Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21, Sections 1201 and 1202), and regulatory authority in Title 23 CFR 450 et al and Section 339.175, Florida Statutes (F.S.) for Florida parties and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties, provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas; and

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, and 23 CFR §450.310(b), and Section 339.175(2), Florida Statutes (F.S.) for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties, a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization; and

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Florida-Alabama Transportation Planning Organization for the Pensacola, FL-AL urbanized area, herein after referred to as *the Transportation Planning Organization* or *the TPO*. Further, the parties approved by unanimous votes an apportionment plan and a boundary plan for presentation to the Governors on the 12th day of June 2013 and on the 11th day of December 2013, respectively; and

WHEREAS, pursuant to Section 339.175, Florida Statutes (F.S.) for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties, the USC and CFR authorities cited above, the Governors of the States of Alabama and Florida, by letter dated on or about the 3rd day of April 2014, jointly approved the apportionment and boundary plan submitted by the TPO; and

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175, Florida Statute (F.S.), for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties,

an agreement must be entered into by FDOT, ALDOT, the TPO, and the governmental entities and public transportation operators, to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process; and

WHEREAS, this Interlocal Agreement is required to create the Transportation Planning Organization and delineate the provisions for operation of the TPO; and

WHEREAS, the undersigned FDOT and the local Florida parties have determined that this Interlocal Agreement is consistent with Section 339.175, Florida Statutes (F.S.) for parties in Florida, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for parties in Alabama; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with all Federal and State (Florida, and Alabama) statutory requirements set forth in Section 163.01, Florida Statutes (F.S.), relating to Florida parties, and Alabama law relating to Alabama parties, for Interlocal Agreements; now

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

ALDOT means and refers to the Alabama Department of Transportation, agency of the State of Alabama.

FDOT means and refers to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23., F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plans (SIPs) of Florida and Alabama, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and 40 CFR Parts 51 and 93 (Final Rules), and Section 339.175, Florida Statute (F.S.) for Florida parties and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the TPO and the Governors of Florida and Alabama for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and all applicable regulatory provisions of 23 CFR 450 and Section 339.175 of Florida Statutes (F.S.), for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties, and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Transportation Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2) and 49 USC §5303, and Section 339.175, Florida Statutes (F.S.) for Florida parties and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties.

TPO means and refers to the Transportation Planning Organization (TPO) formed pursuant to this Interlocal Agreement as the MPO for the Pensacola FL-AL Urbanized Area.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, and 23 CFR §450.324, and Section 339.175, Florida Statutes (F.S.) for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175, Florida Statutes (F.S.) for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the TPO and recognize the boundary and apportionment approved by the Governors of Florida and Alabama. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with FDOT and ALDOT, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with both FDOT and ALDOT;

- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and 135, Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340;
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major TPO Responsibilities. The TPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;
- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting FDOT and ALDOT in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with FDOT and ALDOT and Consistency with Comprehensive Plans. Title 23 USC 135 and Section 339.175 Florida Statute (F.S.), require that FDOT and ALDOT develop statewide transportation plans, which consider, to the maximum extent feasible, strategic regional policy plans, TPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statute (F.S.) for Florida parties, Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties, and Title 23 USC 134, specify the authority and responsibility of the TPO and both DOTs, to manage a continuing, cooperative, and comprehensive transportation (3 C) planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by US Code and Codes of Federal Regulations cited herein, the parties to this Interlocal Agreement acknowledge that decisions made by the TPO will be coordinated with the Florida and Alabama DOTs. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

ARTICLE 3

TPO ORGANIZATION AND CREATION

Section 3.01. Establishment of TPO. The TPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governors of Florida and Alabama is hereby created

and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be Florida-Alabama Transportation Planning Organization.

Section 3.02. TPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the TPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of TPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the TPO, and will be responsible for coordinating the cooperative decision-making process of the TPO's actions, and will take required actions as the TPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes (F.S.), in the case of parties within Florida, and the Alabama Open Records Act, Alabama Code §36-12-40 (1975), in the case of parties within Alabama, the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the TPO as is requested. Charges are to be in accordance with Chapter 119, F.S. for parties within Florida, and Alabama Code §36-12-40 (1975) for parties within Alabama.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on TPO's projects.

ARTICLE 4

COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

- (a) The membership of the TPO shall consist of twenty (20) voting members and two (2) non-voting advisors. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

Voting Members –Twenty (20) apportioned as follows:

- 5 members Escambia County Commission,
- 5 members Santa Rosa County Commission,
- 1 member Baldwin County Alabama County Commission whose Commission District, or portion thereof, is within the Florida-Alabama TPO Metropolitan Planning Area (MPA) Boundary,
- 5 members City of Pensacola City Council,
- 1 member City of Gulf Breeze City Council,
- 1 member City of Milton City Council,
- 1 member City of Orange Beach City Council,
- 1 member Escambia County Area Transit.

Non-Voting Advisors – The Florida Department of Transportation District Secretary and the Alabama Department of Transportation Southwest Region Engineer. The TPO may appoint other non-voting advisors as deemed necessary.

- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the TPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.
- (c) The voting membership of an MPO shall consist of not fewer than 5 or more than 25 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governors of Florida and Alabama, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations.
- (d) In the event that a governmental entity that is a member of the TPO fails to fill an assigned appointment to the TPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the TPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

ARTICLE 5

AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The TPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in US Code and Codes of Federal Regulations and applicable portions of Florida and Alabama law.

Section 5.02. Specific authority and powers. The TPO shall have the following powers and authority:

- (a) The TPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) The TPO may enter into contracts for the performance of service functions of public agencies;
- (c) The TPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) The TPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The TPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The TPO shall have such powers and authority as specifically provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the TPO shall have the following duties and responsibilities:

- (a) The TPO shall create and appoint a technical advisory committee;
- (b) The TPO shall create and appoint a citizens' advisory committee;
- (c) The TPO membership shall be jointly and severally liable for liabilities, and the TPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;
- (d) The TPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The TPO, in cooperation with FDOT and ALDOT, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339. 175, Florida Statutes (F.S.) for Florida parties, and other applicable state, federal, and local laws;
- (f) The TPO shall enter into agreements with FDOT and ALDOT, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

ARTICLE 6

FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. Funding. ALDOT and FDOT shall allocate to the TPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The TPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. ALDOT and FDOT and the TPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, and 49 CFR §18.42. FDOT and the TPO shall also comply with Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, and other material subject to the provisions of Chapter 119, Florida Statutes, in the case of FDOT and parties within Florida, and the Alabama Open Records Act, Ala. Code § 36-12-40 (1975), in the case

of ALDOT and parties within Alabama, made or received by the parties in conjunction with this Agreement.

- (a) Keep and maintain public records that ordinarily and necessarily would be required by FDOT, for parties within Florida, and ALDOT, for parties within Alabama, in order to perform the services being performed by the party.
- (b) Provide the public with access to the public records on the same terms and conditions that FDOT, in the case of parties within Florida, and ALDOT, in the case of parties within Alabama, would provide records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, for parties within Florida, and ALDOT policy for parties within Alabama.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to FDOT and ALDOT all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to FDOT and ALDOT in a format that is compatible with the information technology systems of FDOT and ALDOT.
- (e)
 - (1) In the case of parties within Alabama, ensure that all accident and traffic data provided by ALDOT or any agency or political subdivision of the state of Alabama and used for safety enhancement are kept confidential under 23 U.S.C. § 409 and not disclosed to third parties without the express written permission of ALDOT. The data shall not be referenced, disclosed, discussed or otherwise made public. The provision of this data shall not be considered as a waiver of the provision of §23 U.S.C. 409. Upon execution of this Agreement, the parties agree that their agents, servants, officers, officials and employees in both their official and individual capacities that the data provided pursuant to the above referenced request shall not be discussed, disclosed, used, published or released without prior written consent of ALDOT. Furthermore, if the data should be released or published without the consent of ALDOT or should an attempt be made to use the data in an action for damages against the state of Alabama, ALDOT, its officials or employees, access to data shall terminate immediately. The state of Alabama and

ALDOT expressly reserve the right under §23 U.S.C. 409 to object to the use of the data and any opinions drawn from the data and to recover damages caused by the improper and unauthorized release of the data.

- (2) Any such data described in section 6.04(e)(1) above shall not be provided to parties within Florida unless: (i) the data is consolidated or used in a format or form that is not subject to the restrictions of 23 U.S.C. § 409; and (ii) ALDOT gives its written permission for the provision of such data in such form or format to parties within Florida. The retention, use, disclosure and publication of any such data so provided to a party within Florida shall be in accordance with Chapter 119, Florida Statutes and 23 U.S.C. § 409.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the TPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except the City of Pensacola (the United States Bureau of the Census designated largest incorporated city), may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the TPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
 - (1) The withdrawing member and the TPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a Florida party hereto is located and in the appropriate office for each Alabama party.
 - (2) The TPO shall contact The Office of the Governor in the states of Florida and Alabama, and the Governors, with the agreement of the remaining members of the TPO, shall determine whether any reapportionment of the membership is appropriate. The Governors and the TPO

shall review the previous TPO designation, applicable federal, state, and local law, and TPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the TPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(l)(2), adding membership to the TPO does not automatically require redesignation of the TPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the TPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the TPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

- Florida-Alabama Transportation Planning Organization
Post Office Box 9759
Pensacola, FL 32513-9759
- Escambia Board of County Commissioners
Post Office Box 1591
Pensacola, FL 32597-1591
- Santa Rosa Board of County Commissioners
6495 Caroline Street Ste M
Milton, FL 32570
- Baldwin County Board of County Commission
312 Courthouse Square Suite 12
Bay Minette, AL 36507
- City of Pensacola
180 Government Center
Pensacola, FL 32501
- City of Milton
Post Office Box 909
Milton, FL 32572-0909
- City of Gulf Breeze
Post Office Box 640
Gulf Breeze, FL 32562-0640
- Escambia County Area Transit
1515 West Fairfield Drive
Pensacola FL, 32501
- Florida Department of Transportation
Post Office Box 607
Chipley, FL 32428-9990
- Alabama Department of Transportation
Post Office Box 303050
Montgomery, AL 36130-3050

- City of Orange Beach
Post Office Box 458
Orange Beach, AL 36561

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement ALDOT and FDOT and the members of the TPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
 - (1) The singular of any word or term includes the plural;
 - (2) The masculine gender includes the feminine gender; and
 - (3) The word "shall" is mandatory, and "may" is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney's fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The Florida-Alabama TPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a

party is hereto located. The recorded or filed original, or any amendment, shall be returned to the TPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated TPO.

Signed, Sealed and Delivered in the presence of:

FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

Board of County Commissioners
Escambia County, Florida

Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: Edward ACA
Date: 10/29/15

SANTA ROSA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

BALDWIN COUNTY, ALABAMA BOARD OF COUNTY COMMISSIONERS

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

CITY OF PENSACOLA, FLORIDA

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

CITY OF MILTON, FLORIDA

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

CITY OF GULF BREEZE, FLORIDA

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

CITY OF ORANGE BEACH, ALABAMA

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

ESCAMBIA COUNTY AREA TRANSIT

BY: _____

TITLE: Mike Crittenden, General Manager

ATTEST: _____

TITLE: _____

(SEAL)

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

STATE OF ALABAMA,
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

DIRECTOR

(SEAL)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9312

County Administrator's Report 11. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/17/2015

Issue: Schedule a Public Hearing to Consider the Petition to Vacate a Portion of Hillview Drive

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 Hillview Drive - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for December 10, 2015, at 5:32 p.m., to consider the Petition to Vacate a portion of Hillview Drive, (80 feet x 239.87 feet = 19,189.60 square feet or approximately 0.44 acres), as petitioned by ACTS Retirement-Life Communities, Inc.

BACKGROUND:

The Petitioner owns property on both sides on the easternmost portion of Hillview Drive. Hillview Drive is a paved, county-maintained road (80' R/W). The portion of Hillview Drive requested to be vacated consists of 80' x 239.87' = 19,189.60 square feet or approximately 0.44 acres, and serves as an entrance road into the ACTS Retirement Complex. The Petitioner has plans to construct an entrance guard house on the vacated portion of Hillview Drive for security purposes.

The Petitioner is requesting that the Board vacate any interest the county has in this portion of Hillview Drive.

Staff has made no representations to the Petitioner or the Petitioners' agent that Board approval of this request operates to confirm the vesting or return of title of the land to the Petitioner or to any other interested party.

There are utilities located within the area requested to be vacated, so a utility easement will need to be retained over the entire length and width of the vacated portion, with the understanding that the county will not be responsible for maintenance of the easement. No one will be denied access to his or her property as a result of this vacation.

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 Jonathan D. Green, Jr., E.I., (Petitioners' Agent). It is the responsibility of the Petitioners or Petitioners' Agent to advertise the Notice of Public Hearing.

Attachments

Petition

Aerial Map

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.

Petitioner, hereby files 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 road right-of-way ___ in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner, ACTS RETIREMENT-LIFE COMMUNITIES, INC., presently owns 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:

See Attached Exhibit "B"

2. That the Petitioner, ACTS RETIREMENT – LIFE COMMUNITIES, INC., desires 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 02, Township 1 South, Range 29 West and recorded in N/A 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 requests 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.

Petitioner acknowledges 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 interested 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.

Petitioners Name: ACTS RETIREMENT-LIFE COMMUNITIES, INC.

Street Address: 10100 Hillview Drive
Pensacola, FL 32514

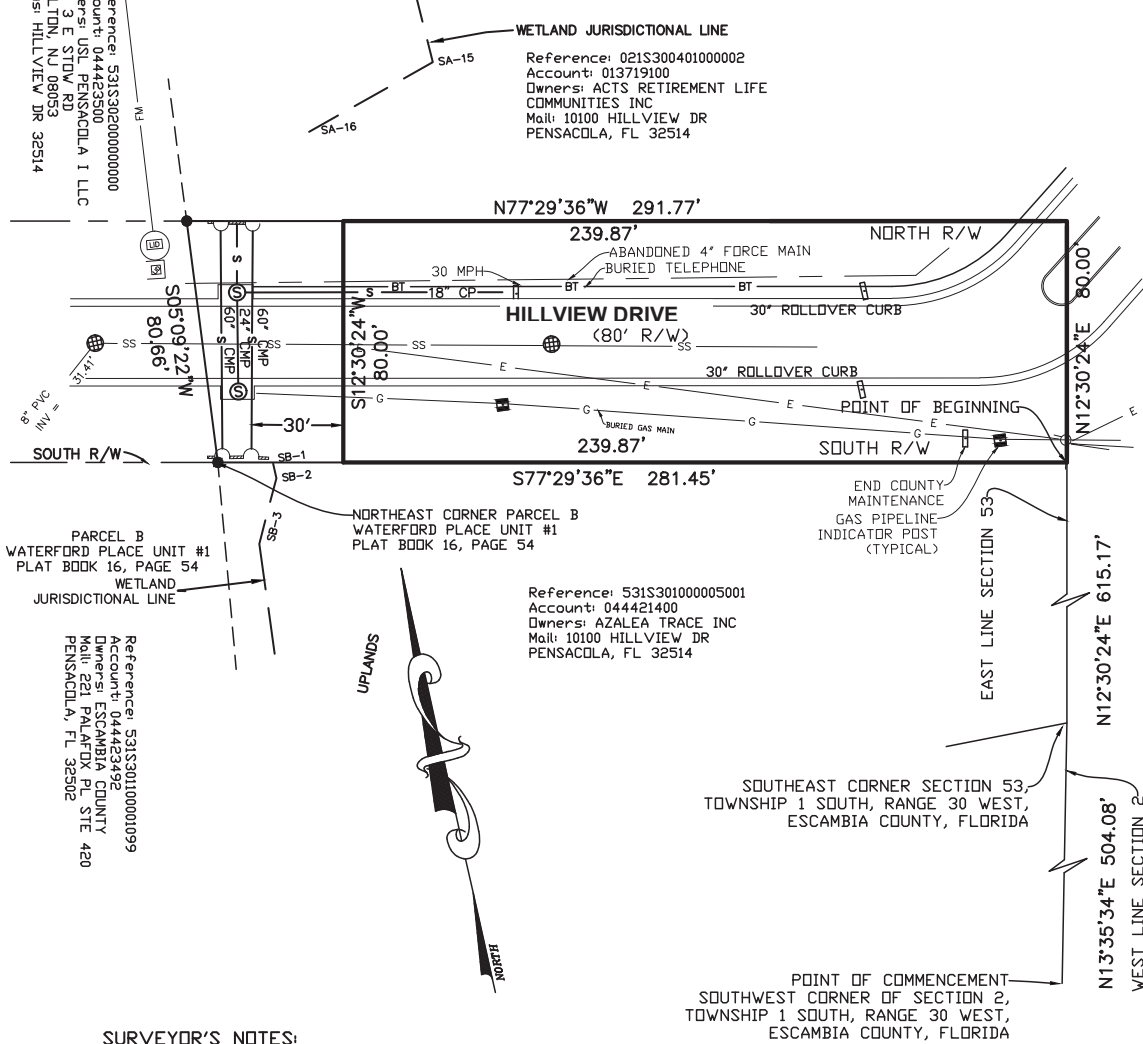
Phone Number: 561-362-8377

Agent's Name: Glenn P. Halstead, P.E., President, jehle-halstead, inc.

Agent's Phone Number: 850-994-9503 x 102

Date: September 30, 2015

THIS IS NOT A BOUNDARY SURVEY



SURVEYOR'S NOTES:

- 1.....DISTANCES ARE BASED ON U.S. STANDARD FOOT.
2.....BEARINGS ARE BASED ON THE NORTH R/W LINE OF HILLVIEW ROAD AS N77°29'36"W.
3.....REFERENCES USED: PREVIOUS DRAWING PREPARED BY PITTMAN, GLAZE & ASSOCIATES,
INC. DATED 2/23/07.
4.....THE SURVEYING BUSINESS CERTIFICATE OF AUTHORIZATION NUMBER FOR
JEHLE-HALSTEAD, INC. IS LB. 7483.

DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 13 DEGREES 35 MINUTES 34 SECONDS EAST (THIS COURSE AND THE NEXT TWO COURSES ALONG THE WEST LINE OF SAID SECTION 2) FOR A DISTANCE OF 504.08 FEET TO THE SOUTHEAST CORNER OF SECTION 53, TOWNSHIP 1 SOUTH, RANGE 30 WEST; THENCE NORTH 12 DEGREES 30 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 2 FOR A DISTANCE OF 615.17 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HILLVIEW ROAD (80' R/W) FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 12 DEGREES 30 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 80.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID HILLVIEW ROAD; THENCE NORTH 77 DEGREES 29 MINUTES 36 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 239.87 FEET; THENCE SOUTH 12 DEGREES 30 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 80.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HILLVIEW ROAD; THENCE SOUTH 77 DEGREES 29 MINUTES 36 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 239.87 FEET TO THE POINT OF BEGINNING.
ALL LYING AND BEING IN SECTION 53, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

NOTE: UNLESS STATED OTHERWISE, NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE; THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP; UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED; UNLESS IT BEARS THE SIGNATURE AND 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.

jhi jehle-halstead, inc.
Civil Engineering and Surveying

5414 Highway 90 - Pace, Florida 32571
(850) 994-9503 - Fax (850) 994-9504
www.jehle-halstead.com
Certificate of Authorization No. 00004869
Surveying License Number LB7483

I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4208

PROJECT HILLVIEW ROAD VACATION

COUNTY ESCAMBIA JOB NO. 150007 DATE 7/14/15

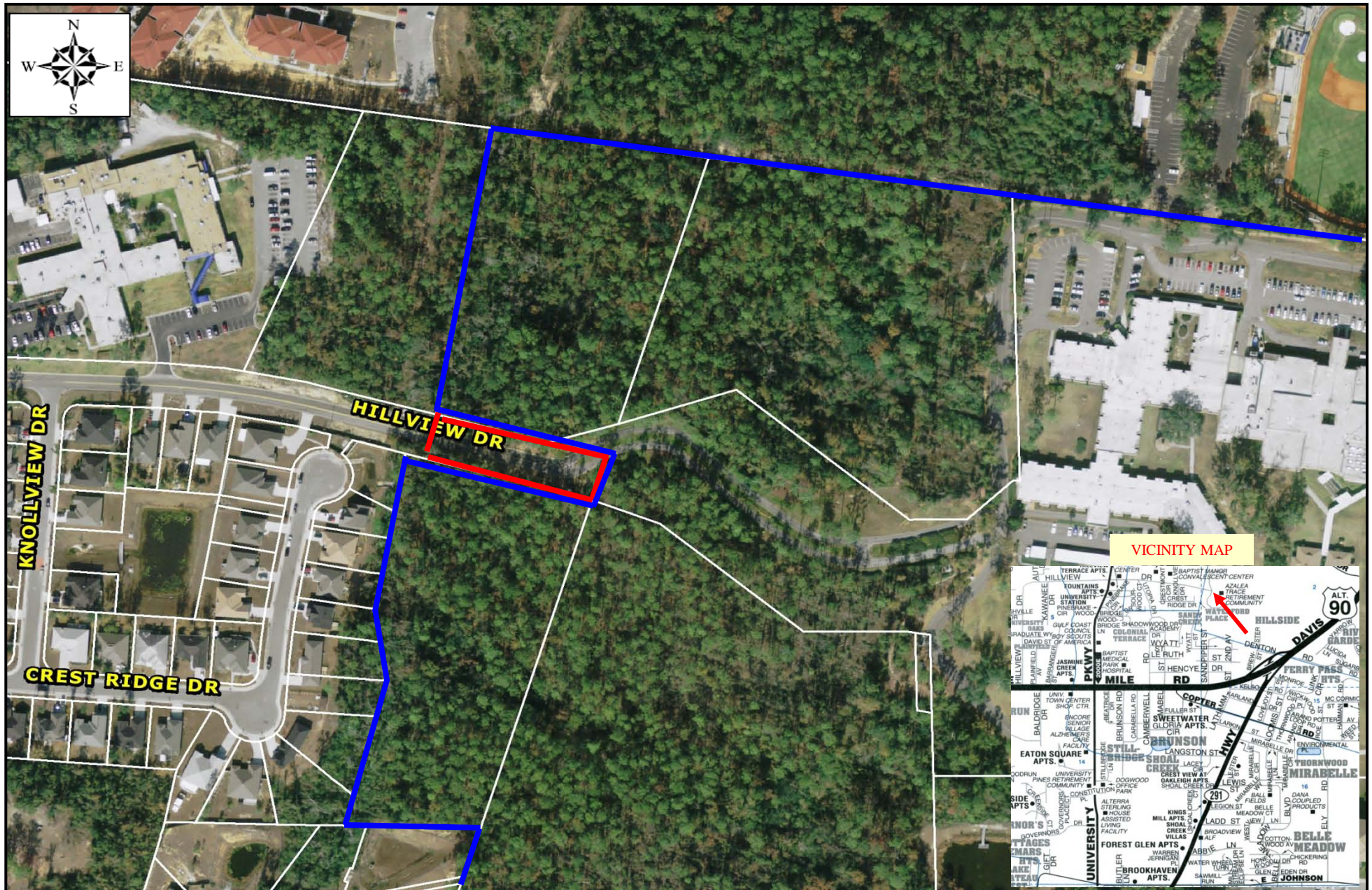
TYPE	DESCRIPTION	SKETCH BY	SGR

FIELD BK/PAGE	NONE	FIELD DATE	NONE
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EXHIBIT A

REQUEST TO VACATE A PORTION OF HILLVIEW DRIVE
Petitioner: ACTS RETIREMENT-LIFE COMMUNITIES, INC.



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT
SSW 10/28/15 DISTRICT 4



Portion of Hillview Drive to be Vacated



Petitioner's Property



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9331

County Administrator's Report 11. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/17/2015

Issue: Hold Harmless and Indemnification Agreement for the Pensacola Winterfest Event

From: David Wheeler, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Pensacola Winterfest Event - David W. Wheeler, CFM, Facilities Management Director

That the Board take the following action concerning the Pensacola Winterfest Event:

A. Approve the Hold Harmless and Indemnification Agreement between Escambia County, Florida, and Pensacola Winterfest, Inc., for the Winterfest Event occurring on November 22, 27-28 & December 5, 11, 18-21, 2015; and

B. Authorize the County Administrator to sign the Hold Harmless and Indemnification Agreement and any related documents.

BACKGROUND:

In order to use a County facility, a Hold Harmless and Indemnification Agreement(s) and/or a Facility Use Agreement(s) are prepared with the Agency/Agencies requesting the use. Pensacola Winterfest, Inc. requested the use of the County's exterior plaza entrances of the Ernie Lee Magaha Government Building located at 221 Palafox Place and the main entrance and basement of the Escambia County Old Courthouse building located at 223 Palafox Place for their Winterfest Event.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Hold Harmless and Indemnification Agreement was prepared and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Winterfest Hold Harmless & Indemnification Agreement

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2015, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Pensacola Winterfest, Inc., a Florida not-for-profit corporation (hereinafter referred to as "Winterfest"), whose principal address is 226 East Intendencia Street, Pensacola, Florida 32502, and whose federal employer identification number is 20-1079497 (each being at times referred to as "Party" or Parties").

NOW THEREFORE, in consideration of the promises, covenants and payments and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby 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. **Use of Premises.** Subject to the terms and conditions set forth herein, Winterfest shall be permitted to use the exterior of the plaza entrances of the Ernie Lee Magaha Government Building located at 221 Palafox Place and the main entrance and basement of the Escambia County Old Courthouse building located at 223 Palafox Place, (hereinafter collectively referred to as the "Premises") during the **Pensacola Winterfest Event** occurring on the following dates: November 22, 27-28, 2015; and December 5, 11, 18-21, 2015 (hereinafter referred to as the "Event").
3. **General Requirements.**
 - (a) At the discretion of the County, Winterfest may be required to provide security and/or police protection during the Event. Said protection shall be at the sole expense of Winterfest and shall be subject to the approval of the County Administrator.
 - (b) Winterfest agrees to operate as independent contractor and to hold the County harmless from any and all liabilities or obligations arising out of Winterfest's use of the Premises. It is specifically understood that the above statement shall be interpreted in a manner that will hold Winterfest solely liable, to the exclusion of the County, for any expense, damage or liability arising out of Winterfest's use of the Premises.
 - (c) Any decorations or other arrangements on the Premises must be in compliance with applicable state fire codes, receive approval of the appropriate fire inspectors; and also be approved by the County Administrator, or designee, prior to installation.
 - (d) Nothing in the Agreement shall be construed as making Winterfest an agent or employee of the County or as creating a relationship of a partnership or a joint venture between Winterfest and County.
 - (e) Winterfest may not sublet, sublease, or assign any right or interest held by them under the terms of this Agreement without the written approval of County.

- (f) Winterfest shall restore the Premises to its original condition before leaving the Premises. At the County's discretion, Winterfest must agree to restore or pay the cost of restoring the Premises to its original condition, less depreciation occasioned by normal usage.
- (g) No alcoholic beverages will be permitted on the Premises.
- (h) The County, its employees, and/or agents shall not be responsible for any items left on the Premises by Winterfest prior to, during, or after the Event.
- (i) Any and all activities conducted on the subject Premises must comply with all applicable fire laws, will be subject to the prior approval and to prior inspection by the County pursuant to the Escambia County Code of Ordinances, and must comply with any applicable state laws.
- (j) Winterfest shall retain control over its employees, agents, subcontractors, and invitees and its activities on and about the subject Premises, and to that end, Winterfest shall not be deemed an agent of the County. Winterfest shall exercise precaution at all times for the protection of all persons, including its employees, agents, subcontractors and invitees on and about the Premises. Further, Winterfest shall take prompt action where loss control/safety measures would be reasonably expected.

4. Hold Harmless. Winterfest agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its elected and appointed officials, employees, volunteers, representatives and agents 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 Winterfest's use or possession of the Premises for the Event. Winterfest'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.

5. Insurance. For all activities conducted on the Premises, Winterfest shall obtain the following insurance coverage:

- a) General Liability Coverage, 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) Florida statutory workers' compensation coverage 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 §440.02(13)(d) and §440.10(1)(g), Florida Statutes. Contractor shall also purchase any other coverages required by law for the benefit of employees.
- d) The Contractor agrees that all liability coverage shall be through carriers admitted to

do business in the State of Florida. Carriers shall be rated as "A" or other Secure Best Rating with a Financial Size Category VII according to latest edition of the A.M. Best Key Rating Guide.

- e) 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.
- f) 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.
- g) 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.
- h) The Board of County Commissioners and Escambia County shall be endorsed as "additional insured" on all of Contractor's liability insurance policies (excluding professional liability and workers' compensation insurance policies).
- i) The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change.
- j) The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.
- k) 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 or obligations, which arise out of this Agreement.

l) Evidence/Certificates of Insurance:

1. Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each Certificate of Insurance.

2. New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure to provide the County with such renewal certificates may be considered justification for the County to terminate this Agreement.

3. Certificates should contain the following additional information:

- a) Indicate that Escambia County is an additional insured on the general liability policy.

- b) Disclose any self-insured retentions in excess of \$1,000.
- c) Designate Escambia County as the certificate holder as follows:

Escambia County Board of Commissioners
Attention:
Risk Manager
P.O. Box 1591
Pensacola, FL 32597-1591

- d) Indicate that the County shall be notified at least 30 days in advance of cancellation.

m) 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.

n) 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 insurance as may be requested.

6. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended, and agree to be governed by it to the extent required by law.

7. All Prior Agreements Superseded.

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

9. 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. 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.

- 11. 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 Winterfest 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, Winterfest shall immediately notify County and request clarification of the Agreement.
 - (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 12. 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.
- 13. Compliance with Laws.** Winterfest 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, Winterfest shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- 14. 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.
- 15. No Waiver.** The failure of either party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.
- 16. Assignment.** This Agreement shall not be assigned nor shall the Premises be sublet unless first approved by the County. Any such assignment shall be reflected in a written instrument executed by the parties.
- 17. 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness

Witness

By: _____
Jack R. Brown, County Administrator

Date: _____, 2015

Approved as to form and legal
sufficiency.

By/Title: K. H. OACA
Date: 10/23/15



Corporate Secretary

(SEAL)

WINTERFEST OF PENSACOLA, INC.

By: Denise Daughtry
Denise Daughtry, President

Date: Nov 2, 2015



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9337

County Administrator's Report 11. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/17/2015

Issue: Not exceeding \$44,000,000 Osceola Housing Finance Authority Multifamily Housing Bonds on behalf of Hallmark Development Services, LLC, or affiliate

From: JoLinda Herring, Shareholder

Organization: Bryant Miller Olive P.A.

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a TEFRA Hearing for the Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds - JoLinda Herring, Shareholder, Bryant Miller Olive P.A.

That the Board authorize the scheduling and advertising of a Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for 5:33 p.m., on December 10, 2015, for consideration of authorizing the issuance by the Osceola County Housing Finance Authority (the "Issuer") of not to exceed \$44,000,000 in Multifamily Housing Revenue Bonds (the "Bonds") on behalf of Hallmark Development Services, LLC, or one of its affiliates (the "Borrower"). The Bonds will not be issued by the County nor obligate the credit of the County or pose any obligation or liability for the County.

BACKGROUND:

The proposed Bonds are to be issued by the Issuer for the purpose of (a) financing or refinancing the costs to acquire, rehabilitate and equip certain residential rental housing communities, including, but not limited to, Oakwood Village located at 9640 Shady Lane, Century, Florida 32535 ("Oakwood Village"), and (b) pay certain costs associated with the issuance of the Bonds. The Bonds do not constitute the debt or indebtedness of the County within the meaning of any provision or limitation of the statutes or Constitution of the State of Florida, and shall not constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing powers. The Borrower has undertaken a major initiative to upgrade and modernize a portfolio of 954 affordable rental housing units located in 17 cities (12 counties) across the State of Florida. Oakwood Village is one of 22 properties included in the pending portfolio. It is a 40-unit elderly designated multi-family community serving the Century, Escambia County, Florida affordable housing community since 1992. The approximately \$1.7 million planned renovation for Oakwood Village will address both the immediate and long-term capital needs of the property. Unless recently replaced by management, anticipated

improvements include (but not limited to) kitchen and bath upgrades, installation of new flooring, HVAC systems and domestic hot water units, replacement of all interior and exterior light fixtures, new GFI outlets and smoke detectors, and installation of new 30-year architectural roofs, vinyl siding, energy-efficient windows, and exterior doors, as may be needed. Furthermore, additional community work will include parking lot and sidewalk repairs, landscaping upgrades, amenity upgrades and new property signage. Finally, all ADA accessibility concerns will be addressed. Renovations of this magnitude will have a positive impact on the quality of life for the residents as well as the small rural economy of northern Escambia County. Specifically, a) No displacement - For residents, a unique approach to tenant-in-place rehab will minimize the amount of time tenants are displaced from their units during the course of the rehabilitation. Residents are asked to leave their unit for the day and when they return that night the interior work will be primarily complete. b) No adverse impact - The Borrower has ensured there will be no adverse impact to the existing residents as a result of this rehabilitation. The Borrower will establish a Private Rental Assistance escrow for any project without 100% project-based rental assistance. For any unsubsidized units, the Borrower will subsidize any change to the current rent due to the recapitalization/rehabilitation. c) Increased tax base – At least 40 to 60 construction workers will be participating in the local economy during the three month construction period. While some will be remote workers dining and lodging at local establishments, many of the subcontractors hired will be local to Florida. Many of these properties are at the end of their original restrictive-use period; thus, the current owners are now ready to sell and the projects are "at risk" of being removed from the affordable housing stock. Unfortunately, there are few viable resources available to necessitate the broad scale levels of renovation required. With such small project sizes, rural market locations, and typically with inadequate built-up cash reserves, recapitalization options are extremely limited. The preservation transaction will not only modernize and preserve the physical asset, it will preserve the affordability component for at least another 30 years.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

None.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9338

County Administrator's Report 11. 12.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/17/2015

Issue: Approval of the Interlocal Agreement Relating to the Impoundment and Disposition of Livestock Running At Large

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

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement Relating to the Impoundment and Disposition of Livestock Running at Large - Donald R. Mayo, CBO, Building Services Department Director

That the Board approve and authorize the Chairman to sign the Interlocal Agreement between the Escambia County Sheriff's Office, The Clerk of the Circuit Court and Comptroller for Escambia County, Florida, and Escambia County, Florida, relating to the impoundment and disposition of livestock running at large.

BACKGROUND:

The County requires certain services related to the collection, impoundment and disposition of livestock running at large within the unincorporated areas of Escambia County. The previous Agreement between the Parties no longer accurately reflects the current procedures for impounding and storing livestock running at large. This Interlocal Agreement sets forth the Parties responsibilities with respect to the impoundment and disposition of livestock running at large.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This Interlocal Agreement has been reviewed by Meredith D. Crawford, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, provides for Board approval of all agreements/contracts.

IMPLEMENTATION/COORDINATION:

The Escambia County Division of Animal Services staff will implement the terms of this agreement on behalf of the County.

Attachments

Livestock Agreement

**INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY
SHERIFFS OFFICE, THE CLERK OF THE CIRCUIT COURT AND
COMPTROLLER FOR ESCAMBIA COUNTY, FLORIDA AND
ESCAMBIA COUNTY, FLORIDA RELATING TO THE IMPOUNDMENT
AND DISPOSITION OF LIVESTOCK RUNNING AT LARGE**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this _____ day of _____ 2015, by and between the Escambia County Sheriff's Office, with administrative offices located at 1700 West Leonard Street, Pensacola, Florida 32502 (the "Sheriff"), the Clerk of the Circuit Court and Comptroller for Escambia County, Florida, with administrative offices located at 190 Governmental Center, Pensacola, Florida 32502 (the "Clerk") and Escambia County, Florida, a political subdivision of the State of Florida (the "County") with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (each at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, it is the purpose and intent of this Agreement that the Parties hereto, through the Florida Interlocal Cooperation Act of 1969, as amended and codified at §163.01, Florida Statutes, make the most efficient use of their respective powers, resources, and capabilities; and

WHEREAS, pursuant to Section 163.01, Florida Statutes, the Parties agree to cooperate on the basis of mutual advantage and thereby to provide emergency services in the manner that will best accord with the existing and anticipated resources available to each of them and within the geographic, economic, population, and other factors influencing the needs of Escambia County; and

WHEREAS, Chapter 588, Florida Statutes, provides the legal authority and further sets forth certain duties with respect to the impoundment and disposition of livestock running at large or found straying.

WHEREAS, as a result, the Sheriff, Clerk and County have determined it is now in the best interest of all Parties to enter into this Agreement setting forth the Parties responsibilities with respect to the impoundment and disposition of livestock running at large.

WHEREAS, the previous agreement between the parties on this subject matter

no longer accurately reflects the current procedures for impounding and storing livestock running at large, and the parties desire to enter into an agreement that supersedes and revokes the previous agreement on this subject matter entered into on September 1, 2011.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants of this Agreement, the Sheriff, Clerk and County agree as follows:

1. **Authority.** This Agreement is entered into pursuant Section 163.01, Florida Statutes, and all other applicable provisions of law, as amended and supplemented from time to time.
2. **Purpose.** The purpose of this Agreement is to delineate the Parties responsibilities as set forth in Chapter 588, et seq., with respect to the impoundment and disposition of livestock running at large or straying.
3. **Recitals.** The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

4. **Responsibilities.**

A. **Sheriff:**

1. It shall be the duty of the Sheriff, his or her deputies or designees, to take up, confine, and hold, pending transportation by the County livestock agent to the County impoundment facility, any livestock where such livestock is found to be running at large or straying. Livestock "running at large" or "straying" shall mean any livestock found or being on any public land, or land belonging to a person other than the owner of the livestock, without the landowner's permission, and posing a threat to public safety. As set forth in subparagraph 4(B)(1) below, the County livestock agent shall respond to the scene where the livestock is being held by the Sheriff, transport such livestock to the County impoundment facility, and impound such livestock, at the Sheriff's expense, until disposition of such livestock as provided herein.
2. The Sheriff shall reimburse the County for the costs of impounding livestock running at large, to include the daily impoundment fee,

necessary veterinarian expenses, and such other expenses as may be necessary for the proper care of livestock pending disposition.

3. Upon impoundment of livestock running at large, the Sheriff shall serve written notice upon the owner, advising such owner of the location or place where the livestock is being held and impounded, of the amount due by reason of such impounding, and that unless such livestock be redeemed within three (3) days from the date thereof that the same shall be offered for sale, as provided by Florida law. If the owner is unknown or cannot be found, service upon the owner shall be obtained by publishing a notice in a newspaper of general circulation in Escambia County, Florida.

4. If the livestock is not redeemed within three (3) days, the Sheriff shall forthwith give notice of sale thereof which shall be held not less than five (5) days nor more than ten (10) days (excluding Sundays and holidays) from the first publication of the notice of sale. Said notice of sale shall be published in a newspaper of general circulation in the County and by posting a copy of such notice at the courthouse door. If there be no such newspaper then by posting such copy at the courthouse door and at two other conspicuous places in the County.

4. Notice by the Sheriff shall comply with the form as set forth in F.S. §588.17

5. Any applicable fees or expenses for taking up and holding pending transportation to the County impoundment facility, serving notice, or advertising and disposing of impounded livestock running at large shall be determined by the Sheriff and shall be based upon the actual cost incurred by the Sheriff. Any applicable fees or expenses for impounding or care and feeding of the impounded livestock found running at large, including any veterinary expenses, shall be determined by the County and shall be based upon the actual cost incurred by the County and shall be subject to reimbursement to the County by the Sheriff.

6. Any damages that may be incurred as a result of capturing, handling or impounding such livestock shall be the sole responsibility of the Sheriff if

such damages were directly attributable to an act or omission of the Sheriff or his agents, or shall be the sole responsibility of the County, if such damages were directly attributable to an act or omission of the County or its agents.

7. The owner of the impounded livestock may redeem the impounded livestock at any time prior to sale by providing proof of ownership and paying the full amount of all fees or expenses incurred for impounding, serving notice, care and feeding, veterinary fees, and advertising the impounded livestock. In the event there is a dispute as to the amount of such costs and expenses, the owner may give bond with sufficient sureties to be approved by the Sheriff, in an amount to be determined by the Sheriff, but not exceeding the fair cash value of such livestock, conditioned to pay such costs and damages; thereafter, within 10 days, the owner shall institute suit in equity to have the damage adjudicated by a court of equity or referred to a jury if requested by either party to such suit.

8. If the livestock is not redeemed within the time provided, the Sheriff shall sell the livestock at a Sheriff's sale, or, if not sold at the Sheriff's sale, at the nearest auction yard, and any proceeds of the sale shall be used to reimburse the expenses incurred in capturing, maintaining, and selling the livestock and in attempting to locate the owner. Any money remaining after all expenses are paid shall be paid to the owner of the livestock, if known, as hereinafter provided. However, if the Sheriff determines that the impounded livestock is of no commercial value, the Sheriff may donate the livestock to a non-profit agency for the prevention of cruelty to animals located within Escambia County, Florida.

9. The Sheriff, upon making a sale or other disposal as herein provided, shall forthwith make a written return thereof to the Clerk, with a full and accurate description of the livestock sold or disposed of, to whom, and the sale price, which report shall be filed with the Clerk.

10. At the time of making the return, the Sheriff shall pay over to the Clerk the entire proceeds of the sale.

B. County:

1. The County shall establish and maintain pounds or suitable places for keeping of any livestock taken and impounded pursuant to Chapter 588 until the same shall be sold, redeemed, or otherwise disposed of.

The County shall provide said impoundment facility and a livestock agent to respond to all calls for livestock running at large upon request of the Sheriff, his deputies, or his designees. The County livestock agent shall respond in a prompt and timely manner to the site where the livestock running at large is being held. The County shall transport livestock running at large to an impoundment facility to be provided by the County. The County shall hold such livestock at its impoundment facility until the livestock is disposed of as provided herein.

2. The County shall provide truck transportation for the impounded animals.

3. The County shall provide food, water, necessary veterinarian care, and such other care as may be necessary for the impounded livestock until such time the livestock may be redeemed or otherwise disposed of, subject to reimbursement by the Sheriff as provided herein. The County shall see that such livestock shall have feed and water not less than twice a day and that all milk cows and milk goats are milked twice a day. The County shall contract with a livestock agent or any other person as necessary to protect, feed, care for, and have custody of, the impounded animals. The County shall be entitled to the fees allowed pursuant to Chapter 588 for such feed and care.

4. Except in the case of an emergency, whenever practicable, the County shall obtain the consent of the Sheriff before incurring veterinary fees or other extraordinary fees associated with livestock running at large that are being held at the County impoundment facility.

5. In the event of a sale of any livestock by the Sheriff in which the sales proceeds exceed the total fees or expenses incurred by the Sheriff for impounding, serving notice, care and feeding, advertising and disposing of

impounded livestock, and a person asserts that he is the owner of the livestock sold, the Board of County Commissioners will review the proof of ownership presented by the person and notify the Sheriff and the Clerk, in writing, whether the proof of ownership submitted is sufficient to establish that the person is the owner of the sold livestock. If the Board of County Commissioners finds that the proof of ownership is sufficient, the Clerk shall pay the balance to the owner.

6. The County livestock agent will, upon request of the Sheriff, and subject to reimbursement by the Sheriff:

a. deliver livestock sold at auction to the purchaser; and

b. transport livestock that is not sold at the Sheriff's auction to an alternate auction site as designated by the Sheriff.

C. Clerk:

1. The Clerk shall pay all costs and fees as allowed in F. S. §588.18. If there is any balance remaining, such balance shall be paid to the owner of the livestock, provided the owner shall make satisfactory proof of ownership to the Board of County Commissioners within ninety (90) days from the date the Sheriff reports the sale. If proof of ownership, as aforesaid, is not made within the time allowed, the Clerk shall pay such proceeds to the fine and forfeiture fund of the County.

2. The Clerk shall keep a permanent record of all sales, disbursements, and distributions made under §§588.12-588.25.

3. If the amount realized from the sale or other disposition of the animal is insufficient to pay all fees, costs and expenses as provided in F.S. §§588.12-588.25, the deficit shall be paid by the County from its fine and forfeiture fund.

5. **Termination.** This Agreement may be terminated for the convenience of any Party after ninety (90) days written notice is given to the other Parties.

6. **Effective Date.** This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

7. **Liability.** The Parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of any other Party. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party and nothing herein shall be construed as consent by any Party to be sued by third parties in any matter arising out of this Agreement.

8. **Records.** Each Party is responsible for maintaining, in a form acceptable to the Parties, all records of personnel and equipment used under this Agreement for a period of five (5) years and each Parties' records shall be subject to audit after reasonable notice.

9. **Public Records.** The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to a member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provision of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

10. **Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other Party.

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 of 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.

12. **Headings.** Headings and subtitles used throughout this Agreement are for the

purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

13. **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.

14. **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.

15. **Interpretation.**

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

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

16. **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.

17. **Further Documents.** The Parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provision of this Agreement.

18. **No Waiver.** The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the

same in accordance with this Agreement.

19. **Notices.** Any notice, invoice or payment, or communication required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY:

John Robinson
Animal Services Division
221 Palafox Place, Suite 420
Pensacola, Florida 32597

TO THE CLERK:

Pam Childers
Clerk of the Circuit Court
190 Governmental Center
Pensacola, Florida 32502

TO THE SHERIFF:

David Morgan, Sheriff
Escambia County Sheriff's Department
1700 West Leonard Street
Pensacola, FL 32501

Any Party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

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 and through its Chairman, authorized to execute same by Board action on the _____ day of _____, 2015, the Escambia County Sheriff's Department, by and through the Escambia County Sheriff, duly authorized to execute same, and the Clerk of Circuit Court and Comptroller of Escambia County, by and through the Clerk of Courts, duly authorized to execute same.

|

Date: _____

By:

Date:

By: _____

By:

Date: _____

By:

Date: _____

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9365

County Administrator's Report 11. 13.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/17/2015

Issue: Substance Abuse Policy - Section II, Part C.12

From: Lorrie Davis, Human Resources Associate II

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Board of County Commissioners' Substance Abuse Policy - Thomas G. Turner, Human Resources Department Director

That the Board take the following action concerning the Board of County Commissioners' Substance Abuse Policy, Section II, Part C.12:

A. Approve the following revisions:

1. In Section B. Scope, add Florida Statutes, Chapter 112.0455 to adhere to requirements of the Florida statutes;
 2. In Section D.3.b., add that the employee will be placed on unpaid administrative leave pending the results of the laboratory test, and the employee may use their own accrued annual, compensatory, holiday or Paid Time Off (PTO) leave during this unpaid administrative leave;
 3. In Section H.3. add that a confirmed positive test will result in termination of employment, and delete 3a-b, and 4-8; and;
 4. Delete Section M;
- B. Approve changes, such as verbiage cleanup, for clarity and conformity to current practices;
- C. Adopt the revised Policy; and
- D. Allow the Policy to become effective March 1, 2016, after approval to allow for an orderly transition and employee training on the new Policy.

BACKGROUND:

The Substance Abuse Policy was initially adopted by the Board of County Commissioners on December 16, 1997. Several revisions have been made to the policy to assure compliance with federal, state and local regulations. Upon receipt of a confirmed positive test result by the Human Resources Department, the County will immediately terminate the employee.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kerra Smith, Assistant County Attorney has reviewed for compliance.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Director will coordinate with the respective bargaining agreements the changes to the policy. The Substance Abuse Policy will be made available to the departments, divisions, and employees of the BCC by posting them on the County's web site and by electronic transmission upon request. Opportunities for training on the new policy will be provided.

Attachments

Substance Abuse Policy

Board of County Commissioners

Escambia County, Florida

Title: Substance Abuse Policy – Section II, Part C.12
Date Adopted: December 16, 1997
Effective Date: March 1, 2016, as amended
Policy Amended: July 28, 1998; June 22, 1999; October 7, 1999,
November 20, 2008, July 26, 2012, November 17, 2015

A. PURPOSE

Escambia County recognizes that ~~employees are its most important resource and that~~ the efficient functioning of the organization is directly related to the individual performance of each and every employee.

The use of drugs and alcohol is an increasing problem affecting many areas of our society and ranks as one of the major health problems in our country. Escambia County is no exception to this trend.

The County recognizes that employee alcohol and drug abuse can seriously impact the effective delivery of County services, the image of County employees, and the health, safety, and welfare of employees and the public. The pervasive presence of alcohol and substance abuse in our society, the resultant impact upon the workplace, and the County's obligation to its employees require the establishment of a drug-free workplace. The purpose of this policy is to establish a procedure for ensuring that a drug-free environment is maintained in the workplace, including all buildings, facilities, grounds, vehicles and any other property under the cognizance of the Board of County Commissioners and further to ensure that all employees are aware of this policy. ~~It's~~ The goal of the County is to provide a healthy, safe, and secure work environment for all employees. In return, employees must, as a condition of employment, abide by the terms of this policy.

B. SCOPE

This policy shall apply to all Escambia County employees under the Board of County Commissioners, ~~including regular, probationary, term, intermittent, emergency, provisional, grant-funded, relief, temporary, seasonal, student assistants, and volunteers.~~ Individuals working through a volunteer or temporary agency must adhere to the policy of that respective agency. Applicants and employees will adhere, when applicable, to 49 CFR Part 40 and the Omnibus Transportation Employee Testing Act of 1991, as amended and Florida Statutes, Chapter 112.0455.

1. Definitions

The following definitions are used in this policy in accordance with the Florida Statutes, Chapter 440.102:

- a. Mandatory-testing – a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to s. 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.
- b. Special Risk position – a position that is required to be filled by a person who is certified under Chapter 633 or Chapter 943 of the Florida Statutes.

2. Notice to Employees and Job Applicants

- a. One time only, prior to testing, the County shall give all employees and job applicants for employment a written policy statement with information ~~such as~~ which contains the following:
 - (1) A general statement of the County's policy on drug use,
 - (2) A statement advising the employee or job applicant of the existence of this section of the policy,
 - (3) A general statement concerning confidentiality,
 - (4) Procedures for employees and job applicants to confidentially report to the Medical Review Officer (MRO) the use of prescription or nonprescription medications both before and after being tested,
 - (5) A list of the most common medications, by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test,
 - (6) The consequences of refusing to submit to a drug test,
 - (7) A representative sampling of names, addresses, and telephone number of employee assistance programs and local drug rehabilitation programs,
 - (8) A statement that an employee or job applicant who receives a possible confirmed test result may contest or explain the result to the MRO within 5 working days after receiving written notification of the test result,
 - (9) A statement informing the employee or job applicant of his or her responsibility to notify the laboratory of any administrative or civil action brought pursuant to this section,
 - (10) A list of all drugs for which the County will test, described by brand name or common name, as applicable, as well as by chemical name,
 - (11) A statement regarding any applicable collective bargaining agreement or contract and the right to appeal to the Public Employees Relations Commission (PERC) or applicable court,

- (12) A statement notifying employees and job applicants of their right to consult with a MRO for technical information regarding prescription or nonprescription medication, and
- (13) The County shall include notice of drug testing on vacancy announcement for positions for which drug testing is required.

C. GENERAL POLICY

Escambia County Policy strictly prohibits employees from:

1. Using, possessing, selling, distributing, dispensing, or manufacturing any controlled substance, alcohol, or illegal drugs ~~while at work~~, on Escambia County property, in County vehicles or while off County ~~the~~ premises performing work for the County;
2. Reporting for work or performing work under the influence of alcohol, a controlled substance, or illegal drug; or having evidence of usage detected by appropriate testing or;
3. Using County property or one's position to facilitate the manufacture, distribution, sale, dispensation, possession, or use of a controlled substance or illegal drug.

D. TYPES OF TESTING

1. Pre-Employment Testing
 - a. An applicant selected for initial employment by Escambia County in a mandatory-testing position, a special risk position or a position which requires testing by a federal, state or local regulatory agency must successfully pass a drug screen urinalysis prior to beginning work.
 - b. An applicant's failure to submit to the required pre-employment drug test shall be considered as a request for withdrawal from consideration for the position for which he or she applied.
 - c. If the applicant fails to pass the pre-employment drug screening, he or she will be disqualified from consideration for employment for a period of 12 months from the date of the ~~test~~ confirmed positive result.
2. Annual or Bi-Annual Physical Examinations
 - a. Employees in job classifications, which require an annual or bi-annual physical examination, will be required to submit to a drug screening as part of the physical examination.
 - b. A listing of job classifications which require an annual or bi-annual physical examination shall be maintained in the Human Resources Department.
3. Reasonable Suspicion
 - a. If the County has reason to suspect that an employee is violating this policy or when there is reasonable suspicion that the employee is under the influence of or is impaired by alcohol and/or an illegal controlled substance, the County will require the employee to submit immediately to medical tests administered for drug and/or alcohol testing which include the chemical analysis of breath, urine, and/or blood.

- b. An employee's time involved in testing shall be considered time worked and the County shall pay the cost of such tests. The County is responsible for transporting the employee to the laboratory and getting the employee home. The employee will be placed on unpaid administrative leave pending the results of the laboratory test. The employee may use their own accrued annual, compensatory, holiday or Paid Time Off (PTO) leave during this unpaid administrative leave.
- c. "Reasonable suspicion" is defined as a belief that an employee is using or has used drugs or alcohol in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts, such as:
- (1) Observable phenomena while at work, such as direct observation of drug use or of the physical or manifestations of being under the influence of a drug;
 - (2) Abnormal conduct or erratic behavior while at work or a significant, deterioration in work performance;
 - (3) A report of drug use, provided by a reliable and credible source. No action shall be taken on anonymous complaints;
 - (4) Evidence that an individual has tampered with a drug test during his or her employment with the County,
 - (5) Information that an employee has caused, contributed to, or been involved in an accident while at work, and
 - (6) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working for the County or while on County ~~or off the premises performing work for the county~~ or while operating the County's employer's vehicle, machinery, or equipment.
- d. Common signs which may indicate a drug or alcohol problem or circumstances which together shall create reasonable suspicion, include, but are not limited to the following:
- (1) Observed drug or alcohol use during working hours.
 - (2) Signs of alcohol use: slurred speech, impaired coordination, red eyes, relaxation, smell of alcohol, unsteady walk, slowed reflexes, drowsiness, relaxed inhibitions.
 - (3) Signs of drug use:
 - a) Immediate
Odor of marijuana, drowsiness, irritability or anxiety, reduced concentration, mood elevation, feeling of well-being, followed by depression, violent behavior, hyperactivity, lack of focus on detail, confused behavior, panic.
 - b) Long term
Weight loss, memory loss, argumentative, frequent absenteeism or tardiness, depression, withdrawal, frequent unexplained disappearances.
 - (4) Drug paraphernalia

Rolling papers, roach clips, pipes, including glass, glass vials, dried plant material, white crystalline powder.

e. Management actions where reasonable suspicion exists:

- (1) The requirement that an employee submit to alcohol and/or drug screening in accordance with this policy shall be approved or ratified by the Department Director and the County Administrator or designee.
- (2) Management must promptly document in writing the facts constituting reasonable suspicion or violation of this policy.
- (3) Appropriate management personnel shall accompany the subject employee to the testing facility and shall remain at the facility with the employee until testing is completed.
- (4) Once the alcohol/drug testing collection process has been completed, the subject employee shall be relieved of duty and placed on unpaid administrative leave pending the results of such test(s).
- (5) The subject employee shall not be permitted to operate a motor vehicle. Management shall arrange for the tested employee to be escorted home.
- (6) A supervisor is not required to transport an employee exhibiting violent or threatening behavior. In such cases, the supervisor shall immediately contact the appropriate law enforcement agency.

4. Post-Accident Testing

a. Post-accident testing will be required for all work-related accidents which result in:

- (1) Personal injury requiring ~~emergency medical treatment~~ medical attention which exceeds first aid;
- (2) Property damage to County or private property where employee was at fault or contributed to the work related accident that is estimated to be in excess of \$1,000 ~~where the initial assessment determines the employee was at fault. This assessment shall be made by the employee's supervisor or Risk Management;~~ or,
- (3) Any accident involving a County vehicle/equipment.

b. State law provides for the denial of workers' compensation benefits for employees who are injured while working and subsequently have a positive, confirmed drug test (Florida Statute 440.102(12)).

c. Nothing in this section shall interfere with or prevent post-accident testing required under any regulatory agency.

5. Random Testing

- a. Random drug or alcohol testing shall be conducted for employees in job classifications which are classified as mandatory-testing or which fall under the jurisdiction of any Federal, State or Local regulatory agency which requires random drug or alcohol testing. A listing of these job classifications shall be maintained in the Human Resources Department.
 - b. Unless otherwise specified by a regulatory agency, random drug testing shall be conducted at a minimum testing rate of 50% and random alcohol testing at 10%, spread reasonably throughout the year. ~~“Reasonably” is defined as monthly~~ Pool selection to be quarterly.
 - c. To assure that the selection process is in fact random, all employees in a job classification for which random testing is required shall remain in the selections pool for each subsequent selection period, regardless of whether or not they have been selected for testing in the past.
 - d. A computerized, random number generating system operated by an independent agency shall be utilized to generate the list of employees to be tested.
 - e. All employees will be tested during their scheduled working hours. Advance notice of testing will not be given.
6. Post-Rehabilitative Testing
- a. If an employee in the course of employment enters an Employee Assistance Program (voluntarily ~~or involuntarily~~) for alcohol or drug-related problems, or an alcohol/drug rehabilitation program, the County shall require the employee to submit to drug tests as a follow-up to such program. This follow-up testing shall be conducted at least once a year but no more than quarterly for a 2-year period after completion of the program. Advance notice of a follow-up testing date shall not be given to the employee to be tested.
 - b. Employees not complying with these conditions of employment, and employees testing positive at any time during or following rehabilitation shall be subject to termination in accordance with this policy.

E. TESTING METHODOLOGY

- 1. Every reasonable effort will be made to obtain the most accurate drug and/or alcohol test results. Substance Abuse and Mental Health Services Administration (SAMHSA) laboratories shall be used.
- 2. Drug testing procedures will include a two-tiered testing program to ensure maximum accuracy in the test results, controlled specimen collection, and chain of custody documentation.
- 3. A two-tiered procedure means that an initial positive test will be confirmed by use of a gas chromatography test with mass spectrometry (GC/MS) or an equivalent scientifically accepted method which provides quantitative data about the detected drug. A portion of the initial sample shall be used for confirmation testing.
- 4. Alcohol testing shall consist of a standard blood-alcohol procedure or use of a breath analyzer.

5. All test results shall be reviewed by a Medical Review Officer (MRO). An MRO is a licensed physician knowledgeable in the medical use of prescription drugs and in the pharmacology and toxicology of illicit drugs. The MRO shall interpret and evaluate all positive and negative test results together with an individual's medical history and other relevant bio-medical information. An applicant/employee may confidentially report the use of any medication to the MRO.

6. Drugs which may be tested for, listed by chemical name and brand or common name, include; but are not limited to the following:

- a. Alcohol (booze, drink)
- b. Amphetamines (bithetaine, desoxyn, dexedrine)
- c. Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, roach, grass, weed, reefer)
- d. Cocaine (coke, blow, nose candy, snow, flake, crack)
- e. Phencyclidine (PCP, angel dust, hog)
- f. Methaqualone (Quaaludes, ludes)
- g. Opiates (opium, Dover's power, paregoric, parepectolin)
- h. Barbiturates (Phenobarbital, tuinal, amytal)
- i. Benzodiazepines (ativan, azene, clonopin, dalmane, diazepam, halcion, Librium, poxipam, restoril, serax, tranxene, valium, veratrin, xanax)
- j. Methadone (dolphine, methadone)
- k. Propoxyphene (darvocet, darvon N, dolene)

7. The following cutoff levels shall be used for the initial screening of specimens to determine whether they are positive or negative. All levels equal to or exceeding the following shall be reported as positive:

- | | |
|---|---------------|
| a. Alcohol | 0.02 B.A.C. % |
| b. Amphetamines | 1000 ng/ml |
| c. Cannabinoids | 50 ng/ml |
| d. Cocaine | 300 ng/ml |
| e. Phencyclidine | 25 ng/ml |
| f. Methaqualone | 300 ng/ml |
| g. Opiates | 2000 ng/ml |
| h. Barbiturates | 2300 ng/ml |
| i. Benzodiazepines | 2300 ng/ml |
| j. Synthetic Narcotics: Methadone, Propoxyphene | 300 ng/ml |

8. All specimens identified as positive on the initial screening shall be confirmed by a second test. The following confirmation cutoff levels shall be used when analyzing specimens to determine whether they are positive or negative. All levels equal to or exceeding the following shall be reported as positive:

- | | |
|---|-------------------------|
| a. Alcohol | 0.02 B.A.C. % |
| b. Amphetamines | 500 ng/ml |
| c. Cannabinoids | 15 ng/ml |
| d. Cocaine | 150 ng/ml |
| e. Phencyclidine | 25 ng/ml |
| f. Methaqualone | 150 ng/ml |
| g. Opiates | 2000 ng/ml |
| h. Barbiturates | 20 150 ng/ml |
| i. Benzodiazepines | 20 150 ng/ml |
| j. Synthetic Narcotics: Methadone, Propoxyphene | 30 150 ng/ml |

9. If a test for alcohol and/or drugs is not collectable because of possible tampering or adulteration, a second test will be requested, and may be observed. If a test for alcohol and/or drugs is rejected because of purposeful adulteration, the employee will be terminated. Any employee terminated for this reason, will forfeit unemployment compensation in accordance with Florida law. For applicants who fail this process, the job offer will be rescinded.

F. CONFIDENTIALITY

1. The results of drug or alcohol tests shall not be included in an applicant's or an employee's file but shall be retained by the Human Resources Department in a separate file, confidential and exempt from public inspection.
2. Any conditions of employment which may be established as a result of a positive drug or alcohol test will become part of the employee's personnel file.
3. Test results shall be considered confidential by the County and may be disclosed to management personnel only on a need-to-know basis or to any person upon the written consent of the employee or applicant.
4. Laboratories, employee assistance programs, drug and alcohol rehabilitation programs, and their agents who receive or have access to information concerning drug/alcohol test results shall be required to keep all information confidential.

G. EMPLOYEE ASSISTANCE PROGRAM

1. The County recognizes that alcoholism and drug use can and does interfere with an employee's ability to perform on the job. The County also recognizes that these problems can be successfully treated, enabling the employee to return to a satisfactory job performance level.
2. Employees who are concerned about their alcohol and/or drug abuse are strongly encouraged to voluntarily seek assistance. Eligible employees and their dependents may seek assistance through the County's Employee Assistance Program (EAP). The EAP provides confidential assessment, referral, and short-term counseling to employees whose personal problems are interfering with their job performance.
3. Voluntary participation in the EAP, or another mental health or substance abuse counseling program will not affect the employee's future career advancement or employment, nor will it protect an employee from disciplinary action if substandard job performance continues.
4. The Human Resources Department shall maintain a listing of employee assistance programs and local alcohol and drug rehabilitation programs available to employees.
5. The County will not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment for a drug or alcohol-related problem if the employee has not previously tested positive for drug or alcohol use.

H. EFFECT OF A POSITIVE DRUG/ALCOHOL TEST

1. When a confirmed positive drug or alcohol test result is received by the Human Resources Department, the Human Resources Director, or designee shall immediately notify the Department Director or Manager of the employee.

2. The Department Director or Manager shall immediately schedule the time and place for the employee, management and a representative from Human Resources to meet to inform the employee in writing of the following: the confirmed positive result, the leave, discipline, and counseling requirements, the appeal process, the return to work procedure, and the effect of a second positive result and the associated discipline.
3. A first incident of a confirmed positive test shall ~~be implemented as follows~~ result in termination of employment.:
 - a. ~~Special Risk Job Classification Employees:~~
 - (1) ~~An employee who is in the special risk job classification shall receive disciplinary action in the form of suspension without pay for 240 hours. The regular schedule of the employee shall be used for this suspension. Prior discipline notification for an incident of a confirmed positive test for employees in the special risk classification is not reasonable; therefore, the Notice of Pending Disciplinary Action (NOPDA) will not be administered.~~
 - (2) ~~If eligible under the County's EAP, the employee will be recommended referred to utilize it. Employees not eligible for the EAP will be recommended referred to meet with a Mental Health Counselor qualified in substance abuse evaluation. Any expenses incurred will be the responsibility of the employee. Employees shall be required to make an appointment with the EAP or a Mental Health Counselor and show proof of participating in counseling to the Human Resources Department within the first two (2) days of being placed on leave.~~
 - (3) ~~To return to work T~~he employee shall obtain a drug test form from the Human Resources Department and report to the designated laboratory to be retested within one week prior to the last day of the suspension. The employee shall report to the designated laboratory within 24 hours of receiving the drug test form. The employee shall remain on suspension until a confirmed negative drug and/or alcohol test result has been received by the Human Resources Department. from the date of the initial positive drug test.
 - b. ~~Non-Special Risk Job Classification Employees:~~
 - (1) ~~An employee who is in a non-special risk job classification shall be placed in a leave status by the County. If the employee has accrued annual or paid time off leave, they shall be permitted to use the leave. If the employee does not have accrued annual or paid time off leave, the employee shall be placed in a leave without pay status.~~
 - (2) ~~If eligible under the County's EAP, the employee shall be required to utilize it. Employees not eligible for the EAP will be required to meet with a Mental Health Counselor qualified in substance abuse evaluation. As a condition of returning to work, the employee must enroll in a complete alcohol and/or substance abuse counseling and/or an educational or rehabilitation program as recommended by the EAP or counselor. Any expenses incurred shall be the responsibility of the employee.~~
 - (3) ~~The employee shall be required to make an appointment with the EAP or a Mental Health Counselor if ineligible for EAP and show proof of participating in counseling within the first two (2) days of being placed on leave to the Human Resources Department. Failure to attend scheduled appointments may result in~~

disciplinary action, up to and including termination.

- (4) ~~The employee shall continue to be on leave until released to return to work by the EAP to return to work or a Mental Health Counselor if ineligible for EAP. The employee shall report to the designated laboratory to be retested within two (2) days 24 hours from this release. The employee shall also remain on leave until a confirmed negative drug or alcohol test has been received by the Human Resources Department.~~
4. The Human Resources Department will notify the employee and the supervisor when the employee has been cleared to return to work.
5. ~~An employee who declines to participate in counseling, or who fails to complete drug/alcohol counseling, education, or rehabilitation as recommended by the counselor shall be subject to disciplinary action, up to and including termination terminated.~~
6. ~~Upon returning to work after a positive test result, in addition to being subject to the random testing pool, the employee shall be subject to drug and/or alcohol testing for at least once a year for a 2 year period after completion of the program.~~
7. ~~For a second positive confirmed test result, regardless of the time between tests or whether a negative result was obtained between tests, the employee will be terminated.~~
8. ~~Employees who received disciplinary action who have a vested property interest in employment are entitled to typical due process protections.~~

I. REFUSAL TO SUBMIT TO DRUG AND/OR ALCOHOL TEST

1. ~~Any employee, whether regular, probationary, temporary, term, intermittent, emergency, provisional, grant funded, student assistant who refuses to submit to a test for alcohol or drugs which may be required in accordance with this policy shall be terminated.~~
2. ~~An injured employee who is injured in a work related accident and refuses to submit to a test for alcohol and/or drugs forfeits eligibility for all medical and indemnity benefits under Florida Workers' Compensation law and is subject to termination consistent with this policy.~~
3. Employees who believe that reasonable suspicion has not been sufficiently demonstrated to require a drug test ~~should~~ shall, nevertheless, take the drug test and then may appeal the determination of reasonable suspicion, with the understanding that the drug test is null and void if it is found that reasonable suspicion has not been sufficiently demonstrated.

J. APPEAL PROCEDURE

1. Within five (5) working days after receiving notice of a positive, confirmed test result, an employee or job applicant may contest or explain the test results in writing to the Human Resources Department. Additionally, within (5) working days after receiving notice of a positive, confirmed test result, an employee must notify the laboratory conducting the test of any administrative or civil action regarding the test.
2. Within 72 hours of the MRO's notification, an employee may, at their option, have the same sample tested at a SAMHSA laboratory of their choice and at their cost.
3. The cost of drug testing not required by Escambia County is the responsibility of the employee or the applicant.

4. Employee appeals with respect to the determination of reasonable suspicion shall be considered by the County Administrator or his designee after meeting with the employee and the supervisory personnel supporting the test. Both parties shall be heard by the County Administrator or designee and this decision shall be binding upon them. This paragraph shall not be deemed to limit the legal recourse of either the County or the employee with respect to the finding of reasonable suspicion, to bring an action in a court of appropriate jurisdiction to appeal the County Administrator's decision.

K. MANAGEMNT ACTIONS IN GENERAL

1. Management personnel (County Administrator, Department Directors, Managers and Supervisors) shall be responsible for the implementation and ~~uniform~~ equitable enforcement of this policy.
2. An employee shall not be ~~disciplined~~ terminated for a positive test result until a positive, confirmed test result is communicated to the County. However, if the employee's conduct in connection with the drug/alcohol testing amounts to conduct for which the County may otherwise discipline the employee, the County may take action prior to receipt of a ~~positive~~, confirmed test result. Such action will NOT be considered disciplining twice for the same infraction.
3. Communication of a negative test result of a sample formerly reported positive and appealed by the employee, shall result in the employee being ~~reinstated~~ returned to work without any loss of pay or benefits.
4. Management personnel shall take disciplinary action in accordance with this policy, the Human Resources Policies and Procedures, and the Escambia County Board Policies ~~and Procedures~~.

L. OVER-THE-COUNTER OR PRESCRIPTION DRUGS

1. An employee who has been prescribed or issued a drug for any medical or other condition which might in any way impair his/her ability to perform the job must immediately notify their supervisor. The employee in consultation with appropriate medical authority (their physician or the County's Employee Clinic physician) shall determine whether the employee can work while taking the medication.
2. The employee shall be responsible for providing notification to the supervisor if any over-the-counter or prescription medication would jeopardize the health or safety of themselves or others.

M. ~~COLLECTIVE BARGAINING AGREEMENTS~~

~~An employee who is a member of collective bargaining unit shall be subject to the drug/alcohol testing rules promulgated by agreement between the County and the bargaining unit.~~

N. DRUG-FREE WORKPLACE ACT – FEDERAL LAW REQUIREMENTS **M.**

1. As a condition of employment, an employee must notify their supervisor in writing no later than five (5) calendar days after being convicted under a criminal drug statute for activity occurring at the workplace or for activity outside of the workplace if the offense could be reasonably expected to affect the employee's job function. (A criminal drug statute is any law, federal, state, or local, which makes unlawful the manufacture, distribution, dispensation, use, or possession of any controlled substance or illegal drug).
2. The County Administrator, or designee, is responsible for complying with the requirements of the Drug-Free Awareness Act of 1988 concerning reports to appropriate federal agencies with respect to employees convicted for violation of this Act.
3. This policy extends to private companies that work for the County under the terms of a management contract. This policy will be specifically referenced in future agreements with such firms.
4. Employees involved in Federally subsidized programs may be required to submit to drug testing in accordance with applicable Federal regulations.

Ø **COMMUNICATION OF THIS POLICY**

1. This policy will be made available to all employees via the County's internal website.
2. The Human Resources Department is responsible for communicating this policy to newly hired employees.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9375

County Administrator's Report 11. 14.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/17/2015

Issue: Limited Waiver of the Noise Ordinance for the Outdoor Event to be held December 5, 2015

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

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Outdoor Event at the Downs Family Farms located at 12156 Havburg Drive, Pensacola, Escambia County, from 7:00 p.m., Saturday, December 5, 2015, through 2:00 a.m., Sunday, December 6, 2015 - Donald R. Mayo, CBO, Building Services Department Director

That the Board consider the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance in regards to the outdoor event with music to be held at the Downs Family Farms, located at 12156 Havburg Drive, Pensacola, Escambia County, from 7:00 p.m., Saturday, December 5, 2015, through 2:00 a.m., Sunday, December 6, 2015.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while promoting an environment free from sound and noise disruptive of peace and good order. On July, 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so

long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon Board approval, the Escambia County Sheriff's Office will be notified of the issuance of this waiver.

Attachments

Application

Site Map

Food Safety Permit for Downs Family Farms

EC Property Appraiser's Agricultural Classification



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT

Waiver to Noise Ordinance

Permit Number:

SE 15110588

Building Permit Number:

Approved By:

Date: 11/06/15

Applicant: LARRY DOWNS JR. FARMS

Phone Number: (850) 554-6414

Owner's Name: ~~LARRY DOWNS JR.~~ LARRY DOWNS, Jr.

Phone Number: (850) 554-6414

Owner's Address: 12156 Havburg Dr.

City: Pensacola

State: Florida

Zip Code: 32506

Job Address: 12156 Havburg Drive

Lot or Apt. Number:

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 12/05/15 - 12/06/15

Description of Activity:

~~12/05/15 - 12/06/15~~

Beginning Time:

Ending Time:

7pm

2am

Public introduction to farm with live band & interaction.

Remarks or Comments:

Outdoor event with band.

Driving Directions:

Fairfield to Lillian, Lillian to 98, (L) on Bauer, (L) on Havburg

Escrow Account Number:

Date:

11/06/15

Applicant Signature:

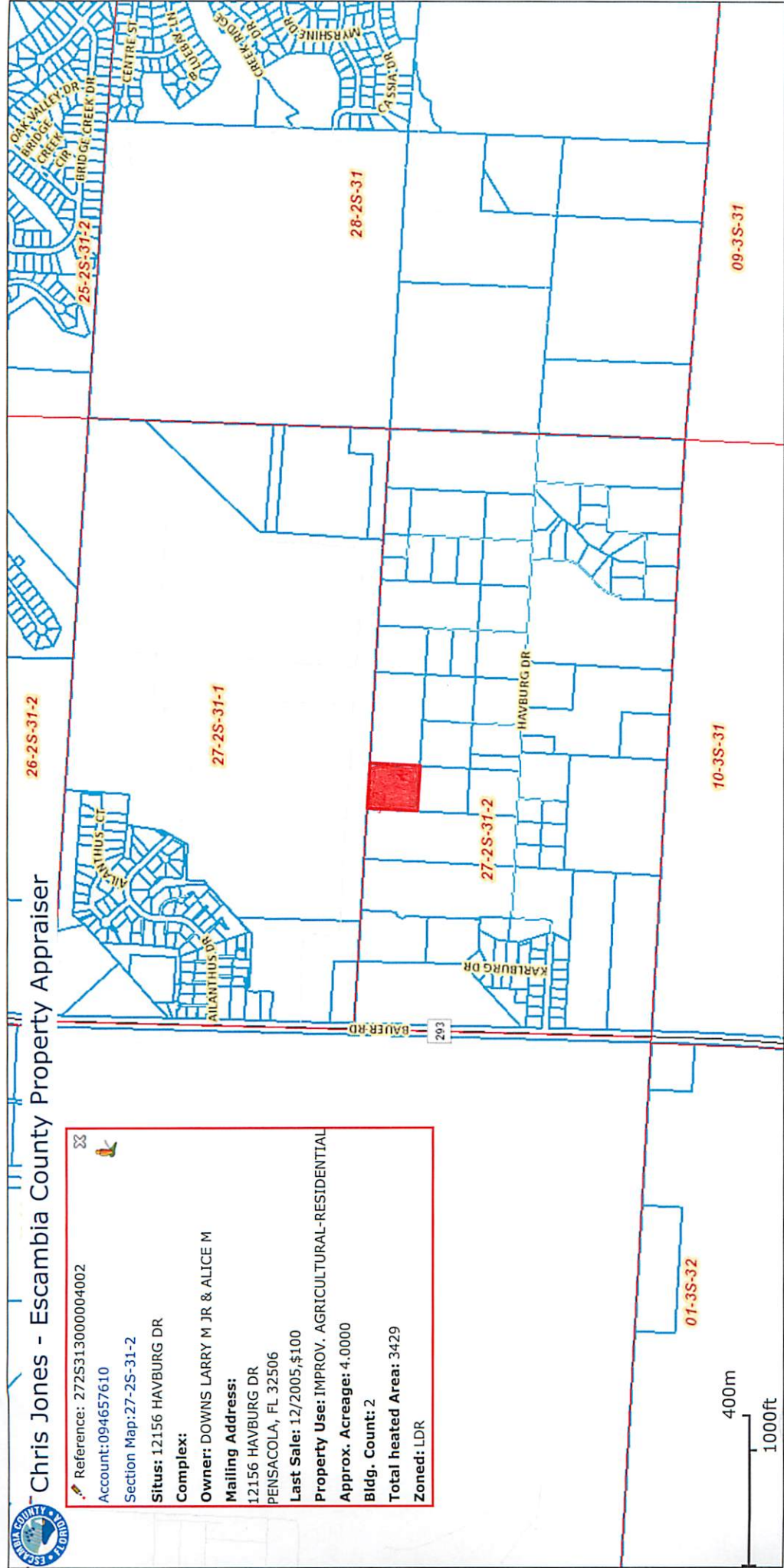
Sc [Signature]



Chris Jones - Escambia County Property Appraiser



Reference: 272S313000004002
Account: 094657610
Section Map: 27-2S-31-2
Situs: 12156 HAVBURG DR
Complex:
Owner: DOWNS LARRY M JR & ALICE M
Mailing Address:
12156 HAVBURG DR
PENSACOLA, FL 32506
Last Sale: 12/2005, \$100
Property Use: IMPROV. AGRICULTURAL-RESIDENTIAL
Approx. Acreage: 4.0000
Bldg. Count: 2
Total heated Area: 3429
Zoned: LDR





Florida Department of Agriculture and Consumer Services
Division of Food Safety

3125 Conner Boulevard, C-26
Tallahassee, FL 32399-1650
(850) 245-5520

August 10, 2015

ADAM H. PUTNAM
COMMISSIONER

Food Entity Number : 368349

Business Mailing Address :



DOWNS FAMILY FARMS LLC
12156 HAVBURG DR
PENSACOLA, FL 32506 - 8110

Location Address :

DOWNS FAMILY FARMS LLC
12156 HAVBURG DR
PENSACOLA, FL 32506 - 8110

NOTICE: This permit is issued to the above entity and is valid at the above location only. If the fee for this permit was paid by a check for which payment has been refused for any reason, this permit is invalid and the Department will take action against your business imposing fines and penalties as authorized by Florida Law. The Department is authorized to enforce Chapter 500, Florida Statutes, by prominently posting a CLOSED FOR BUSINESS sign on the premises. Violation of this section is a misdemeanor of the second degree, punishable by up to 60 days in jail.

IMPORTANT: All food establishments are REQUIRED to have a Certified Food Manager (CFPM), except those that sell or hold only prepackaged, unopened, non-potentially hazardous foods, Limited Poultry and Egg Farm Operations, and for wholesale seafood processors with an approved HACCP plan. At least one CFPM must be present during operations, except when less than four employees are handling foods.

A CFPM must pass an exam, given by an approved provider. Optional training and/or study guides are offered by test providers. One may also prepare for the test by studying the FDA Food Code (copy may be purchased from U.S. Printing Office, 1-800-533-6847). Food safety training is not required for all employees, but is encouraged for any who perform food preparation activities.

Additional information regarding permitting requirements, food protection manager requirements, changes in ownership, changes in services and other questions can be obtained by calling the Division of Food Safety at (850) 245-5520 or e-mailing us at foodinsp@FreshFromFlorida.com or visiting our web site at <http://www.FreshFromFlorida.com/index.html>.

Cut Here



State of Florida
Department of Agriculture and Consumer Services
Division of Food Safety
(850) 245-5520

2015

POST PERMIT
CONSPICUOUSLY

Annual Food Permit
GOOD FOR ONE LOCATION

Food Entity Number : 368349
Expiration Date : December 31, 2015
Fee Amount Paid : \$70.00
Permit Number : 1560362
Package : 16-3968576

This permit is issued under authority of Section 500.12, Florida Statutes, to:

2015

Food Entity Type : LIMITED POULTRY AND EGG
DOWNS FAMILY FARMS LLC
12156 HAVBURG DR
PENSACOLA, FL 32506 - 8110

Owner : DOWNS FAMILY FARMS LLC
12156 HAVBURG DR
PENSACOLA, FL 32506 - 8110

ADAM H. PUTNAM, COMMISSIONER

Food Permits are required of any business or person in the business of manufacturing, processing, packing, holding, preparing, or selling food at wholesale or retail. This food permit may be suspended upon notice for violations of Chapter 500, Florida Statutes or Department rules. You are responsible for renewing this Food Permit before January 1st each year. For renewal information please contact the Department at (850) 245-5520.



Chris Jones, CFA

Escambia County Property Appraiser

221 PALAFOX PLACE SUITE 300 PENSACOLA FL 32502-5728

Phone (850) 434-2735 Fax (850) 435-9526



6/30/2015

09-4657-610
DOWNS LARRY M JR & ALICE M
12156 HAVBURG DR
PENSACOLA, FL 32506

RE: 2015 Agricultural Classification
Account Number: 09-4657-610
Reference Number: 27-2S-31-3000-004-002
Location Address: 12156 HAVBURG DR

Dear Property Owner:

We are pleased to inform you that the application for agricultural classification for the above referenced has been approved for the 2015 tax year. We want each Escambia County property owner to receive every benefit allowed by law. By Florida statute, only lands actually used for bona fide commercial agricultural purposes may receive the agricultural classification.

It will not be necessary for you to apply in person to renew your application each year. A renewal card will be mailed the first of each calendar year.

The card should be kept as a receipt if there has been no change in the agricultural use of your land. **The card should be signed and returned if the property is no longer being used for agricultural purposes.** If there has been a change in the agricultural use, a long form application should be filed.

Should you have any questions regarding this matter, please contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Chris Jones".

Chris Jones, CFA
ESCAMBIA COUNTY PROPERTY APPRAISER



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9322

County Administrator's Report 11. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Supplemental Budget Amendment #017 - Sheriff's Department JAG Grant for Crimes Involving Firearms

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #017 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #017, Other Grants and Projects Fund (110), in the amount of \$220,158, to recognize proceeds from two Department of Justice Edward Byrne Memorial Justice Assistance Grants (JAG), and to appropriate these funds for the Escambia County Sheriff, "Crimes Involving Firearms" Projects.

BACKGROUND:

The Sheriff's Department has been awarded a total of \$220,158 through two Department of Justice JAG Grants, balance of the 2014-DJ-BX-0596 and a new allocation for 2015-DJ-BX-0575. Funds will be used for the Escambia County Sheriff, "Crimes Involving Firearms Projects"; and will primarily cover sworn law enforcement officer's overtime and bike patrols. There are no additional employee positions involved with this grant.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$220,158.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #017

**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, Escambia County Sheriff's Office was awarded Edward Byrne Memorial Justice Assistance Grant funds for reducing firearm related violence, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:

Other Grants & Projects	110		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
JAG #2014-DJ-BX-0596	110	331281	93,632
JAG #2015-DJ-BX-0575	110	331282 (New)	126,526
Total			220,158

		Account Code/ Project Number	Amount
Appropriations Title	Fund Number/Cost Center		
Aids to Governmental Agencies	110/540196	58101	93,632
Aids to Governmental Agencies	110/540197 (New)	58101	126,526
Total			220,158

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

Grover C. Robinson, IV, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
017



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9330

County Administrator's Report 11. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Supplemental Budget Amendment #018 - SRIA Contribution for Traffic Calming Zone

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #018 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #018, Local Option Sales Tax Fund (352), in the amount of \$1,045,000, to recognize proceeds from the Santa Rosa Island Authority (SRIA) in accordance with an Interlocal Agreement between Escambia County and the SRIA approved October 8, 2015, and to appropriate these funds for construction of a traffic calming zone on County Road (CR) 399 adjacent to the Portofino Condominiums on Pensacola Beach.

BACKGROUND:

On October 8, 2015, the Board approved an Interlocal Agreement between Escambia County and the Santa Rosa Island Authority (SRIA), relating to the construction of a traffic calming zone on County Road (CR) 399, adjacent to the Portofino Condominiums on Pensacola Beach. The agreement provides for the SRIA to contribute up to \$1,055,000 towards the construction, and the SRIA has provided a check for \$1,045,000 that is being appropriated with this supplemental budget amendment.

BUDGETARY IMPACT:

This amendment will increase Fund 352 by \$1,045,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#018

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2015-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County entered into an interlocal agreement with the Santa Rosa Island Authority relating to construction of a traffic calming zone on County Road 399 adjacent to Portofino Condominiums on Pensacola Beach, and Santa Rosa Island Authority has contributed \$1,045,000 towards the construction, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:

<u>Local Option Sales Tax III Fund</u>	<u>352</u>		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
SRIA Traffic Calming	352	(new)	\$1,045,000
Total			\$1,045,000

		Account Code/ Project Number	Amount
Appropriations Title	Fund Number/Cost Center		
Improvements Other than Buildings	352/210115(new)	56301/16EN3424(new)	\$1,045,000
Total			\$1,045,000

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

Grover C. Robinson, IV, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#018



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9336

County Administrator's Report 11. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Supplemental Budget Amendment #019 - BP Promotional Fund Grant

From: Amy Lovoy, Assistant County Administrator

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #019 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #019, Other Grants and Projects Fund (110) in the amount of \$12,880, to recognize additional proceeds from the BP Promotional Fund Grant to implement a marketing initiative to promote "Naturally EscaRosa".

BACKGROUND:

Escambia County Extension Services was awarded additional funding for the BP Promotional Fund Grant to promote the "Naturally EscaRosa" Project. The additional funding will help to implement a marketing initiative to promote "Naturally EscaRosa".

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$12,880.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 019

**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, Escambia County was awarded additional funding for the BP Promotional Fund Grant to promote "Naturally EscaRosa", and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:

Other Grants & Projects	110		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
BP Promotional Fund Grant	110	334516	12,880
Total			12,880

		Account Code/ Project Number	
Appropriations Title	Fund Number/Cost Center		Amount
Promotional Activities	110/221202	54801	12,880
Total			12,880

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

Grover C. Robinson, IV, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
019



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9347

County Administrator's Report 11. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: SBA#020 - CRA Tax Increment Financing Adjustment

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #020 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #020, General Fund (001) and Community Redevelopment Fund (151), a reduction in the amount of \$25,915, to recognize an adjustment to the Escambia County Tax Increment Financing (TIF) Districts. This adds \$60,168 to reserves for operating, reduces the County TIF Areas by \$25,915, and reduces the allocation to the City TIF Areas by \$34,253 based on the final certification of property values.

BACKGROUND:

This Supplemental Budget Amendment adjusts the amount budgeted within the TIF Districts to the final property values within those areas as certified by the Escambia County Property Appraiser for the 2015 tax year.

BUDGETARY IMPACT:

This amendment will decrease Fund 151 and increase Fund 001 by \$25,915.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#020

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2015-_____

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the final value certification was received from the Property Appraiser for the Escambia County TIF Areas, 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:

CRA Expendable Trust Fund	151		
General Fund	1		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Transfers from F-001	151	381001	(25,915)
Total			(\$25,915)

Appropriations Title	Cost Center	Account Code/ Project Number	Amount
Warrington/Improv. Other than Bldgs.	151/370114	56301	(14,855)
Brownsville/Utilities	151/370113	54301	3,656
Englewood/Utilities	151/370117	54301	(4,951)
Palafox/Utilities	151/370115	54301	(14,704)
Barrancus/Improv. Other than Bldgs.	151/370116	56301	(4,488)
Cantonment/Other Grants & Aids	151/370118	58301	9,427
Transfers Out (TIF)	001/110215	59115	(25,915)
Reserves for Operating	001/110201	59805	60,168
Tax Increment Financing/ City	001/110201	54910	(34,253)
Warrington/Other Current Charges	151/370114	54901	(743)
Warrington/Utilities	151/370114	54301	743
Brownsville/Other Current Charges	151/370113	54901	182
Brownsville/Promotional Activities	151/370113	54801	(182)
Englewood/Other Current Charges	151/370117	54901	(248)
Englewood/Utilities	151/370117	54301	248
Palafox/Other Current Charges	151/370115	54901	(735)
Palafox/Improv. Other than Bldgs.	151/370115	56301	735
Barrancus/Other Current Charges	151/370116	54901	(224)
Barrancus/Utilities	151/370116	54301	224
Cantonment/Other Current Charges	151/370118	54901	472
Cantonment/Other Contractual Services	151/370118	53401	(472)
Total			(25,915)

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

Grover C. Robinson, IV, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#020



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9350

County Administrator's Report 11. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: SBA#021 - ECUA Reimbursement for Olive Road West

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #021 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #021, Local Option Sales Tax (LOST) Fund (352) in the amount of \$47,493, to recognize a reimbursement from the Emerald Coast Utilities Authority (ECUA) per the Interlocal Cost Sharing Agreement, and appropriating funds for the Olive Road West utility relocations.

BACKGROUND:

Funds were received from ECUA for utility relocations on Olive Road West per the Interlocal Cost Sharing Agreement between ECUA and Escambia County. SBA #021 appropriates \$47,493 to the Olive Road Project #10EN0363.

BUDGETARY IMPACT:

This amendment will increase Fund 352 by \$47,493.

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

SBA#021

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2015-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County has received a reimbursement from ECUA for work being performed on the Olive Road West LOST Project 10EN0363, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:

Local Option Sales Tax III Fund	352		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Reimbursements/ ECUA	352	369401	\$47,493
Total			\$47,493

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements Other than Buildings	352/210109	56301/10EN0363	\$47,493
Total			\$47,493

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

Grover C. Robinson, IV, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#021



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9340

County Administrator's Report 11. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Surplus and Sale of Real Properties

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Properties that Have Escheated to the County - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of real properties, located at the following locations, that have escheated to the County:

A. Authorize the County Attorney to take such necessary actions to evict the occupants of these County-owned properties, if they are still occupying the premises;

B. Declare surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District (Dist) noted:

Account#	Reference #	Address	2015 PA Value	Dist
02-1383-000	121S305409000008	300 Blk Washburn St.	\$6,555.00	3
03-0407-000	221S305101001006	951 West Hope Drive	\$10,336.00	3
03-0436-000	231S301201005017	1640 Lepley Road	\$9,462.00	3
03-0819-000	231S304401000034	1321 Kramer Street	\$7,600.00	3
04-2472-100	461S302001050012	113 Lenox Parkway	\$19,381.00	3
05-1029-000	042S306001021017	103 East Anderson St.	\$7,200.00	3
05-2845-000	092S301100002185	3623 North "R" Street	\$5,130.00	3
05-4317-000	142S306000000014	1820 North 60th Avenue	\$22,440.00	2
06-1780-000	172S301401040004	2807 North "P" Street	\$5,900.00	3
06-2198-000	172S301600501050	1220 W. Maxwell Street	\$7,838.00	3
06-2513-500	182S303101110007	741 W. Hernandez St.	\$13,302.00	3
06-4226-000	332S304000050224	2910 West Desoto St.	\$5,036.00	3
07-0461-040	342S300201012007	700 Blk North 48th St.	\$5,380.00	2

C. Authorize the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

D. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents related to the sales.

BACKGROUND:

These properties escheated to the County on October 1, 2015. The sale of these parcels will be set at the current value assessed by the Property Appraiser. The County does not have a need for these properties.

BUDGETARY IMPACT:

Sale of these properties will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

October 1 2015 Escheated Properties - Backup



Chris Jones

Escambia County Property Appraiser

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[Amendment 1/Portability Calculations](#)
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[Printer Friendly Version](#)

General Information

Reference: 121S305409000008
Account: 021383000
Owners: ESCAMBIA COUNTY
 BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: 300 BLK WASHBURN ST 32514
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$6,555	\$0	\$6,555	\$6,555
2014	\$6,555	\$0	\$6,555	\$6,555
2013	\$6,555	\$0	\$6,555	\$6,555

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/01/2015	7414	373	\$100	TD	View Instr
05/05/2008	6330	595	\$2,200	TD	View Instr
01/1971	567	275	\$1,300	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2015 Certified Roll Exemptions

None

Legal Description

BEG AT SW COR OF LT 11 E ALG E XT OF S LI OF
 LT 468 FT FOR PO B CONTINUE SAME COURSE 100
 FT S 100 FT W 100 FT N 100 FT TO...

Extra Features

None

Parcel Information

[Launch Interactive Map](#)

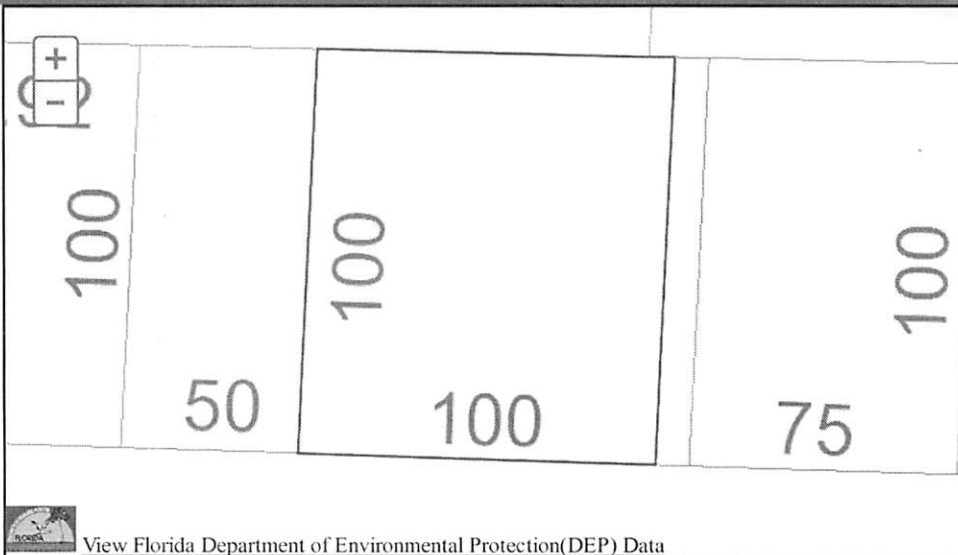
Section Map

Id:
12-1S-30-2

Approx. Acreage:
0.2300

Zoned:
HDMU

Evacuation & Flood Information
[Open Report](#)



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated: 10/19/2015 (tc.4516)

DEED ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 01115 was issued on June 1, 2009, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 1st day of October, 2012, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners 221 Palafox Pl, Pensacola, FL 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

BEG AT SW COR OF LT 11 E ALG EXT OF S LI OF LT 468 FT FOR POB CONTINUE SAME COURSE 100 FT S 100 FT W 100 FT N 100 FT TO POB OR 6330 P 595

SECTION 12, TOWNSHIP 1 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 121S305409000008
TAX ACCOUNT NUMBER 021383000

** Property previously assessed to: TAX CERTIFICATE REDEMPTION INC

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 1st day of OCTOBER 2015.

WITNESSES
My linda Johnson
Emily Hogg

State of Florida
County of Escambia

Pam Childers

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

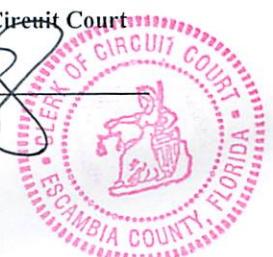
(OFFICIAL SEAL)



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 1st day of OCTOBER 2015.

Pam Childers, Clerk of the Circuit Court
Emily Hogg
Emily Hogg, Deputy Clerk





Chris Jones Escambia County Property Appraiser

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General Information

Reference: 221S305101001006
Account: 030407000
Owners: ESCAMBIA COUNTY
 BOARD OF COUNTY COMMISSIONERS
Mail: *
 *
 *
 *, * *
Situs: 951 W HOPE DR 32534
Use Code: VACANT RESIDENTIAL [P](#)
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$10,336	\$0	\$10,336	\$10,336
2014	\$10,336	\$0	\$10,336	\$10,336
2013	\$10,336	\$0	\$10,336	\$10,336

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/01/2015	7414	376	\$100	TD	View Instr
01/1974	532	390	\$1,400	WD	View Instr
01/1969	430	885	\$2,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2015 Certified Roll Exemptions

None

Legal Description

BEG AT SW COR OF LT 6 E ALG S LI OF LT 87
 73/100 FT FOR POB CONTINUE SAME COURSE 133
 12/10 0 FT N 1 DEG 31 MIN W 184 9/10...

Extra Features

None

Parcel Information

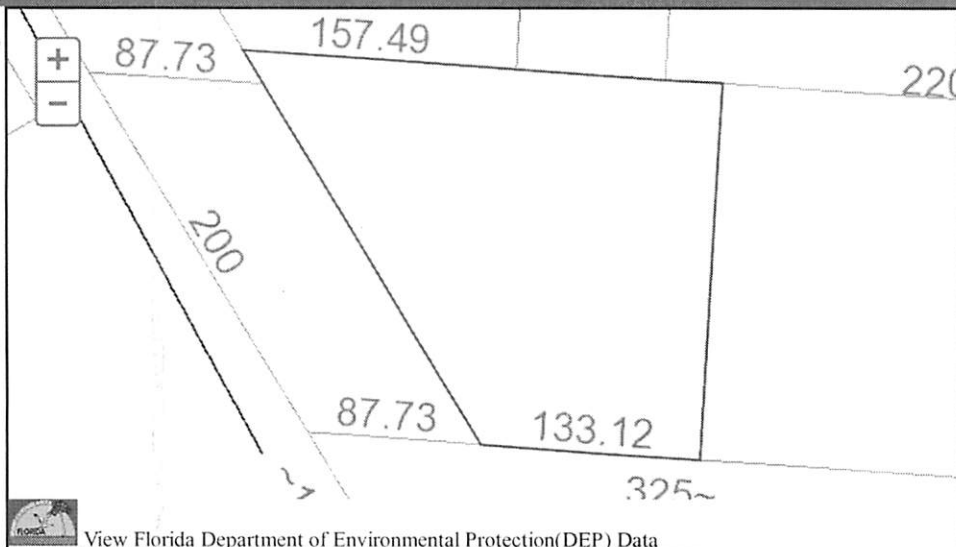
[Launch Interactive Map](#)

Section Map Id:
 22-1S-30-2

Approx. Acreage:
 0.6800

Zoned: [P](#)
 HDMU

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection \(DEP\) Data](#)

Buildings

Images

None

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.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015074804 10/01/2015 at 10:11 AM
OFF REC BK: 7414 PG: 376 - 376 Doc Type: D

DEED ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 01734 was issued on June 1, 2009, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 1st day of October, 2012, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners 221 Palafox Pl, Pensacola, FL 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

BEG AT SW COR OF LT 6 E ALG S LI OF LT 87 73/100 FT FOR POB CONTINUE SAME COURSE 133 12/100 FT N 1 DEG 31 MIN W 184 9/100 FT S 88 DEG 29 MIN W TO A POINT 87 73/100 FT E OF W LI OF LT 6 SELY PARL TO W LI OF LT TO POB DB 567 P 307 S/D OF S1/2 OF LT 5 PLAT DB 94 P 14 OR 430 P 885 OR 530 P 390

SECTION 22, TOWNSHIP 1 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 221S305101001006
TAX ACCOUNT NUMBER 030407000

** Property previously assessed to: EST OF SARAH ROSE

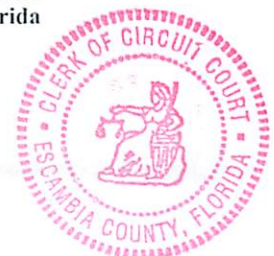
Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 1st day of OCTOBER, 2015.

Pam Childers

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

(OFFICIAL SEAL)



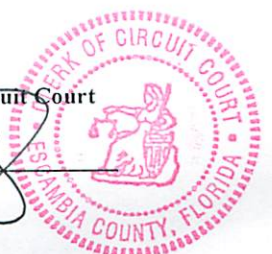
WITNESSES
My Linda Johnson
My Linda Johnson
Emily Hogg
Emily Hogg

State of Florida
County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 1st day of OCTOBER, 2015.

Emily Hogg
Emily Hogg, Deputy Clerk





Chris Jones Escambia County Property Appraiser

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General Information

Reference: 231S301201005017
Account: 030436000
Owners: ESCAMBIA COUNTY
 BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: 1640 LEPLEY RD 32534
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$9,462	\$0	\$9,462	\$9,462
2014	\$9,462	\$0	\$9,462	\$9,462
2013	\$9,462	\$0	\$9,462	\$9,462

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date **Book** **Page** **Value** **Type** **Official Records (New Window)**
 10/01/2015 7414 379 \$100 TD [View Instr](#)
 Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2015 Certified Roll Exemptions

None

Legal Description

E 56 FT OF W 218 FT OF S1/2 OF LT 17 S/D OF PLAT
 DB 128 P 54 1 OR 7414 P 379

Extra Features

None

Parcel Information

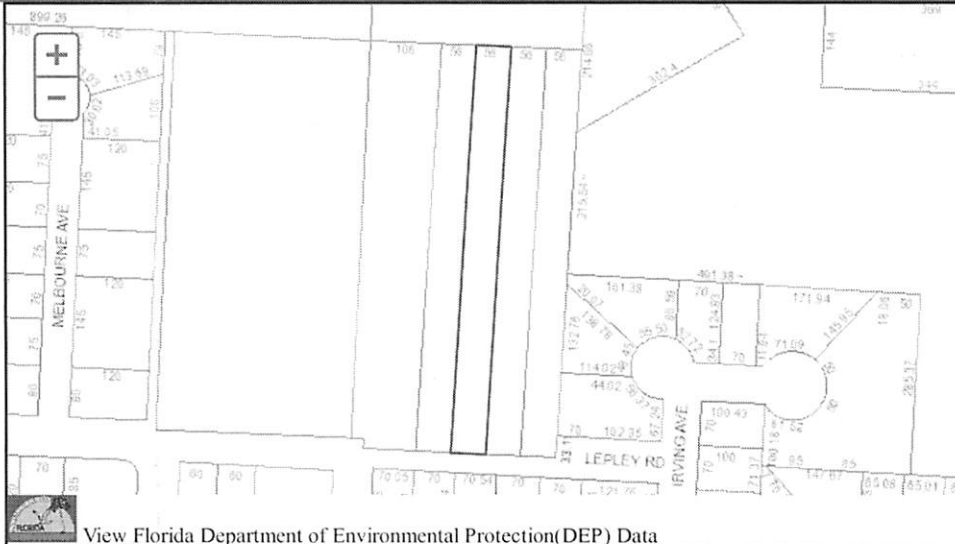
[Launch Interactive Map](#)

Section Map Id:
 23-1S-30-1

Approx. Acreage:
 0.8300

Zoned:
 MDR

Evacuation & Flood Information
[Open Report](#)


[View Florida Department of Environmental Protection \(DEP\) Data](#)

Buildings

[Images](#)

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated: 10/19/2015 (tc.4582)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015074806 10/01/2015 at 10:11 AM
OFF REC BK: 7414 PG: 379 - 379 Doc Type: D

DEED ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 01743 was issued on June 1, 2009, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 1st day of October, 2012, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners 221 Palafox Pl, Pensacola, FL 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

E 56 FT OF W 218 FT OF S1/2 OF LT 17 OR 262 P 509 S/D OF PLAT DB 128 P 541

SECTION 23, TOWNSHIP 1 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 231S301201005017
TAX ACCOUNT NUMBER 030436000

** Property previously assessed to: LOUIS E GULLEY REBIE LEE GULLEY

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

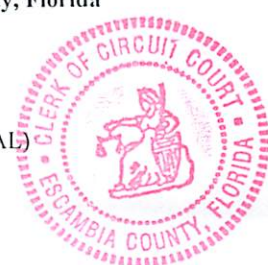
IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 1st day of ~~OCTOBER~~ 2015.

WITNESSES:
MyLinda Johnson
Emily Hogg

State of Florida
County of Escambia

Pam Childers
PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

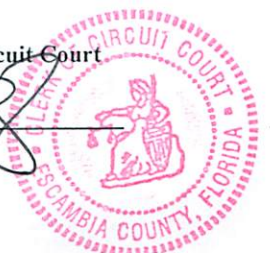
(OFFICIAL SEAL)



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 1st day of ~~OCTOBER~~ 2015.

Emily Hogg
Emily Hogg, Deputy Clerk





Chris Jones

Escambia County Property Appraiser

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[Reference](#)
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General Information

Reference: 231S304401000034
Account: 030819000
Owners: ESCAMBIA COUNTY
 BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: 1321 KRAMER ST 32534
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$7,600	\$0	\$7,600	\$7,600
2014	\$7,600	\$0	\$7,600	\$7,600
2013	\$7,600	\$0	\$7,600	\$7,600

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/01/2015	7414	382	\$100	TD	View Instr
05/05/2008	6330	592	\$5,100	TD	View Instr
03/2000	4534	575	\$100	CJ	View Instr
01/1969	470	792	\$100	WD	View Instr
01/1969	463	602	\$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2015 Certified Roll Exemptions

None

Legal Description

LT 34 1ST ADDN NORTH OLIVE HTS PB 5 P 85 OR 7414 P 382

Extra Features

None

Parcel Information

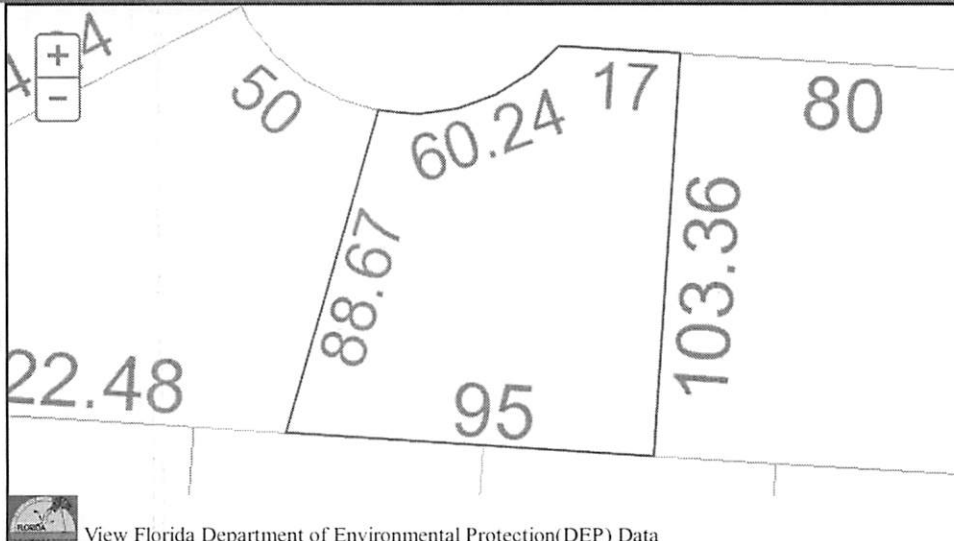
[Launch Interactive Map](#)

Section Map Id:
23-1S-30-2

Approx. Acreage:
0.1800

Zoned:
HDMU

Evacuation & Flood Information
[Open Report](#)



View Florida Department of Environmental Protection(DEP) Data

Buildings

[Images](#)



6/20/02

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.

Last Updated: 10/19/2015 (tc.4630)

DEED ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 01842 was issued on June 1, 2009, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 1st day of October, 2012, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners 221 Palafox Pl, Pensacola, FL 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

LT 34 1ST ADDN NORTH OLIVE HTS PB 5 P 85 OR 6330 P 592

SECTION 23, TOWNSHIP 1 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 231S304401000034
TAX ACCOUNT NUMBER 030819000

** Property previously assessed to: TAX CERTIFICATE REDEMPTIONS INC

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 1st day of OCTOBER, 2015.

WITNESSES:
Myllinda Johnson
Emily Hogg

State of Florida
County of Escambia

Pam Childers

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

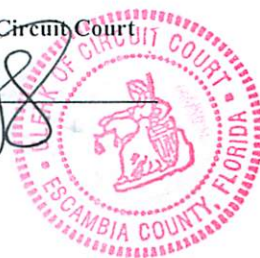
(OFFICIAL SEAL)



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 1st day of OCTOBER, 2015.

Emily Hogg
Emily Hogg, Deputy Clerk





Chris Jones Escambia County Property Appraiser

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[Reference](#)
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General Information

Reference: 461S302001050012
Account: 042472100
Owners: ESCAMBIA COUNTY
 BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: 113 LENOX PKWY 32505
Use Code: MOBILE HOME
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$19,380	\$1	\$19,381	\$19,381
2014	\$19,380	\$1	\$19,381	\$19,381
2013	\$19,380	\$1	\$19,381	\$19,381

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/01/2015	7414	385	\$100	TD	View Instr
08/2006	5972	567	\$100	QC	View Instr
04/1981	1203	469	\$100	WD	View Instr
05/1976	1288	784	\$8,500	WD	View Instr
01/1975	911	504	\$10,000	OT	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2015 Certified Roll Exemptions

None

Legal Description

LTS 5 6 BLK 12 BRENTWOOD PK S/ D PB 1 P 11 OR
 7414 P 385 SEC 8/10 T 2S R 30 AND SEC 46/47 T 1S R 30

Extra Features

MOBILE HOME

Parcel Information

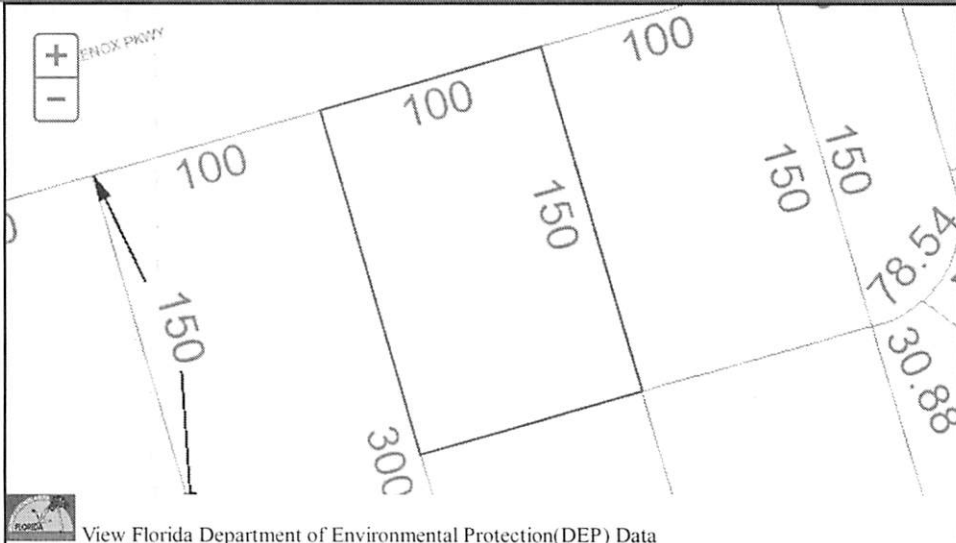
[Launch Interactive Map](#)

Section Map Id:
 46-1S-30-1

Approx. Acreage:
 0.3400

Zoned:
 HDMU

Evacuation & Flood Information
[Open Report](#)



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Buildings

Images

None

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.

113 Lenox Pkwy 32505

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015074810 10/01/2015 at 10:11 AM
OFF REC BK: 7414 PG: 385 - 385 Doc Type: D

DEED
ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 02779 was issued on June 1, 2009, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 1st day of October, 2012, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners 221 Palafox Pl, Pensacola, FL 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:


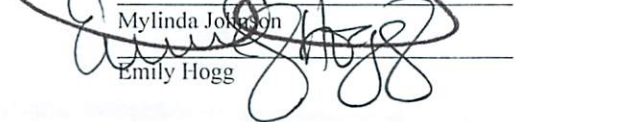
LTS 5 6 BLK 12 BRENTWOOD PK S/D PB 1 P 11 OR 5972 P 567 SEC 8/10 T 2S R 30 AND SEC 46/47 T 1S R 30

SECTION 46, TOWNSHIP 1 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 461S302001050012
TAX ACCOUNT NUMBER 042472100

** Property previously assessed to: JOHN S HALFORD

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 1st day of OCTOBER, 2015.

WITNESSES:

Mylinda Johnson

Emily Hogg

State of Florida
County of Escambia

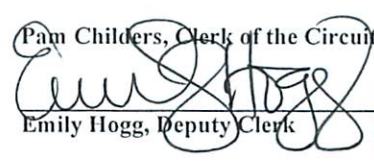

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

(OFFICIAL SEAL)



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 1st day of OCTOBER, 2015.

Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk





Chris Jones

Escambia County Property Appraiser

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[Sale List](#)
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General Information

Reference: 042S306001021017
Account: 051029000
Owners: ESCAMBIA COUNTY
 BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: 103 E ANDERSON ST 32503
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$7,200	\$0	\$7,200	\$7,200
2014	\$7,200	\$0	\$7,200	\$6,897
2013	\$7,200	\$0	\$7,200	\$6,270

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[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date **Book** **Page** **Value** **Type** **Official Records (New Window)**

10/01/2015	7414	388	\$100	TD	View Instr
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Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2015 Certified Roll Exemptions

None

Legal Description

 LTS 21 22 BLK 17 N PENSACOLA U NITS 1/2/3/4 PB 2
 P 2/6/33/57 OR 7414 P 388

Extra Features

None

Parcel Information

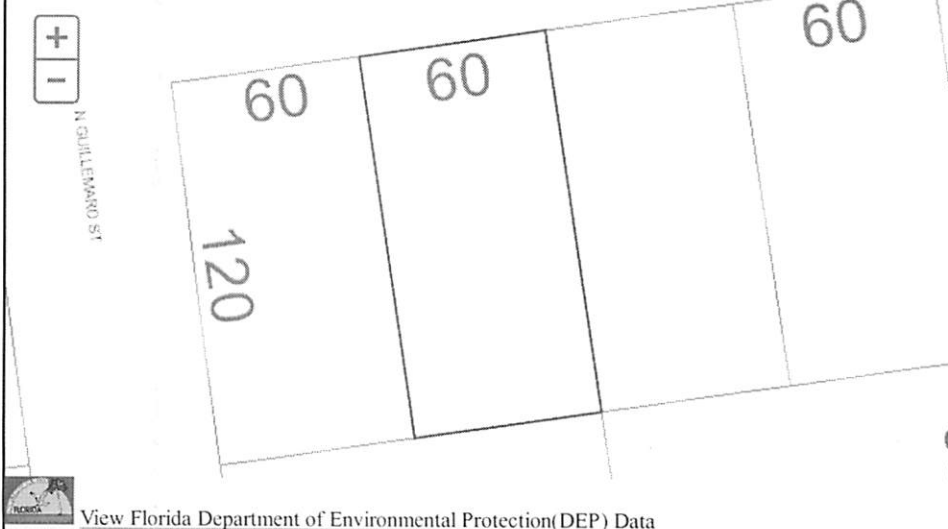
[Launch Interactive Map](#)

Section Map Id:
04-2S-30-2

Approx. Acreage:
0.1653

Zoned:
MDR

Evacuation & Flood Information
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12/20/02

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015074812 10/01/2015 at 10:11 AM
OFF REC BK: 7414 PG: 388 - 388 Doc Type: D

DEED ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 03075 was issued on June 1, 2009, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 1st day of October, 2012, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners 221 Palafox Pl, Pensacola, FL 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

LTS 21 22 BLK 17 N PENSACOLA UNITS 1/2/3/4 PB 2 P 2/6/33/57 DB 403/465 P 300/276

SECTION 04, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 042S306001021017
TAX ACCOUNT NUMBER 051029000

** Property previously assessed to: EST OF LILLIE THOMAS

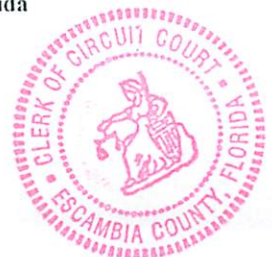
Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 1st day of OCTOBER, 2015.

Pam Childers

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

(OFFICIAL SEAL)



WITNESSES:

My Linda Johnson

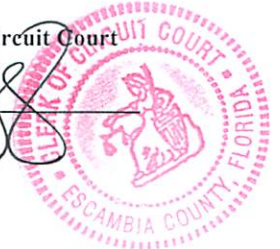
Emily Hogg

State of Florida
County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 1st day of OCTOBER, 2015.

Emily Hogg
Pam Childers, Clerk of the Circuit Court
Emily Hogg, Deputy Clerk





Chris Jones

Escambia County Property Appraiser

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General Information

Reference: 092S301100002185
Account: 052845000
Owners: ESCAMBIA COUNTY
 BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: 3623 N R ST 32505
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$5,130	\$0	\$5,130	\$5,130
2014	\$5,130	\$0	\$5,130	\$5,130
2013	\$5,130	\$0	\$5,130	\$5,130

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/01/2015	7414	394	\$100	TD	View Instr
03/03/2008	6302	1642	\$7,400	TD	View Instr
05/1991	3002	838	\$19,900	WD	View Instr
05/1991	3002	837	\$10,500	WD	View Instr
04/1991	2985	711	\$10,000	CT	View Instr
01/1968	301	639	\$3,100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2015 Certified Roll Exemptions

None

Legal Description

BEG AT SE COR OF LT 185 N 42 4 /10 FT ALG E LI
 FOR POB W AND PARL TO S LI OF LT 150 FT N AN D
 PARL TO E LI TO N LI OF LT E...

Extra Features

None

Parcel Information

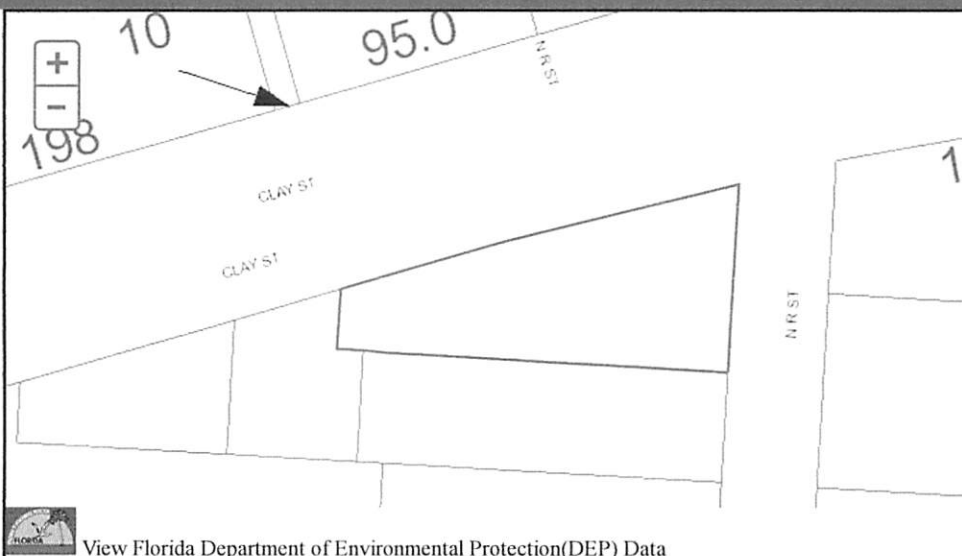
[Launch Interactive Map](#)

Section Map Id:
 09-2S-30-4

Approx. Acreage:
 0.1600

Zoned:
 HC/LI

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

[Images](#)



12/23/02

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.

Last Updated: 10/19/2015 (tc.6294)

DEED ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 03307 was issued on June 1, 2009, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 1st day of October, 2012, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners 221 Palafox Pl, Pensacola, FL 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

BEG AT SE COR OF LT 185 N 42 4/10 FT ALG E LI FOR POB W AND PARL TO S LI OF LT 150 FT N AND PARL TO E LI TO N LI OF LT E ALG N LI TO NE COR OF LT S ALG E LI TO POB HYER PLACE PB 1 P 92 SEC 8/9 T 2S R 30 OR 6302 P 1642 LESS OR 2207 P 841 RD R/W

SECTION 09, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 092S301100002185
TAX ACCOUNT NUMBER 052845000

** Property previously assessed to: TAX CERTIFICATES REDEMPTIONS INC

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 1st day of OCTOBER, 2015.

Pam Childers

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

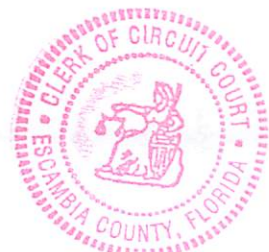
WITNESSES

My linda Johnson

Emily Hogg

State of Florida
County of Escambia

(OFFICIAL SEAL)

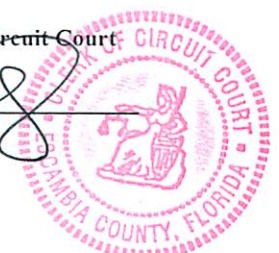


Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 1st day of OCTOBER, 2015.

Pam Childers, Clerk of the Circuit Court

Emily Hogg
Emily Hogg, Deputy Clerk





Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
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[Account](#)

[Reference](#)
[Printer Friendly Version](#)

General Information

Reference: 142S306000000014
Account: 054317000
Owners: ESCAMBIA COUNTY
 BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: 1820 N 60TH AVE 32506
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$22,440	\$0	\$22,440	\$22,440
2014	\$22,440	\$0	\$22,440	\$22,440
2013	\$22,440	\$0	\$22,440	\$22,440

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/01/2015	7414	397	\$100	TD	View Instr
07/1980	1469	64	\$100	WD	View Instr
01/1978	1205	971	\$13,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2015 Certified Roll Exemptions

None

Legal Description

BEG AT SE COR OF W1/2 OF LT 6 N 1103 9/100 FT
 FOR POB CONTIN UE N 110 FT W 197 58/100 FT S
 110 FT E 197 58/100 FT TO POB...

Extra Features

None

Parcel Information

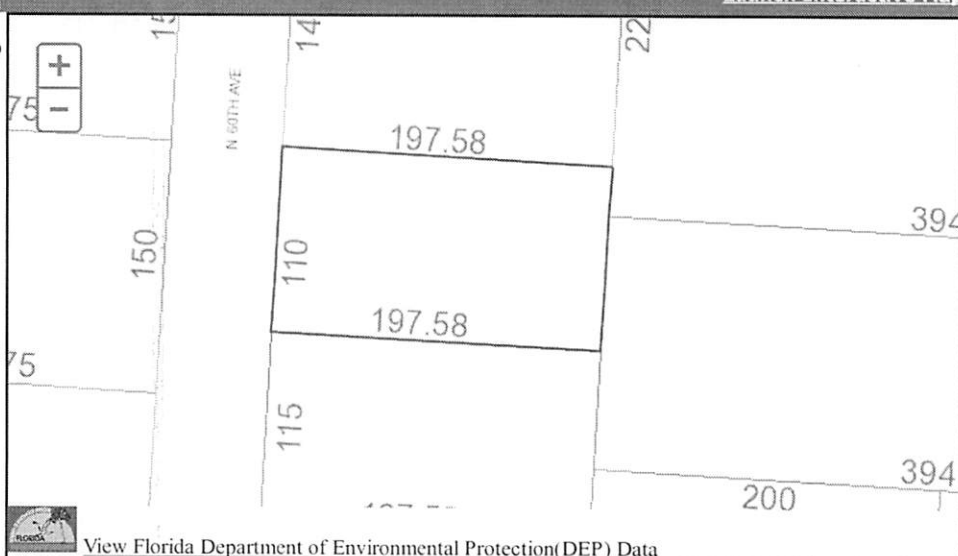
[Launch Interactive Map](#)

Section Map Id:
 14-2S-30-2

Approx. Acreage:
 0.5000

Zoned:
 MDR

Evacuation & Flood Information
[Open Report](#)



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Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated: 10/19/2015 (tc.5823)

1820 North 60th Avenue 32506

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015074818 10/01/2015 at 10:11 AM
OFF REC BK: 7414 PG: 397 - 397 Doc Type: D

DEED ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 03505 was issued on June 1, 2009, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 1st day of October, 2012, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners 221 Palafox Pl, Pensacola, FL 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

BEG AT SE COR OF W1/2 OF LT 6 N 1103 9/100 FT FOR POB CONTINUE N 110 FT W 197 58/100 FT S 110 FT E 197 58/100 FT TO POB N 35 FT OF LT 14 & 15 OF UNRECORDED PLAT OF W1/2 OR 1205/1469 P 971/64

SECTION 14, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 142S306000000014
TAX ACCOUNT NUMBER 054317000

** Property previously assessed to: MARK T HABER

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 1ST day of OCTOBER 2015.

Pam Childers

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida



(OFFICIAL SEAL)

WITNESSES

My linda Johnson

Emily Hogg

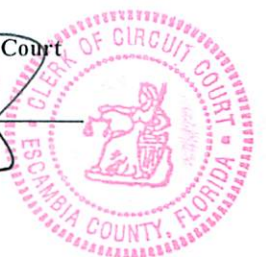
State of Florida
County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 1ST day of OCTOBER 2015.

Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk





Chris Jones

Escambia County Property Appraiser

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[Tangible Property Search](#)
[Sale List](#)
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[Account](#)

[Reference](#)
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General Information

Reference: 172S301401040004
Account: 061780000
Owners: ESCAMBIA COUNTY
 BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: 2807 N P ST 32505
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$5,900	\$0	\$5,900	\$5,900
2014	\$5,900	\$0	\$5,900	\$5,900
2013	\$5,900	\$0	\$5,900	\$5,900

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[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/01/2015	7414	400	\$100	TD	View Instr
12/2000	4736	1408	\$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2015 Certified Roll Exemptions

None

Legal Description

N 50 FT OF LT 4 BLK D 1ST ADDN TO PINECREST PB 2
 P 17 OR 741 4 P 400

Extra Features

None

Parcel Information

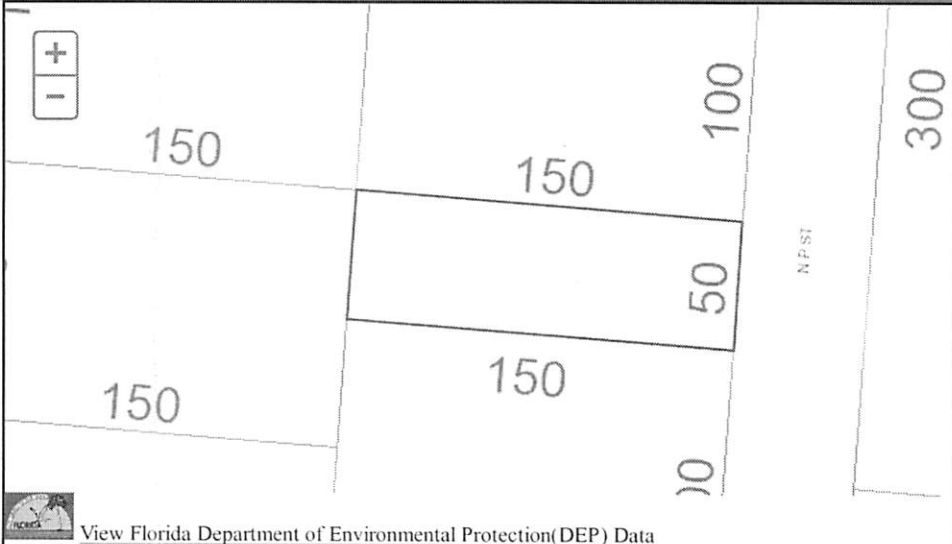
[Launch Interactive Map](#)

Section Map Id:
 17-2S-30-1

Approx. Acreage:
 0.1700

Zoned:
 MDR

Evacuation & Flood Information
[Open Report](#)



View Florida Department of Environmental Protection (DEP) Data

Buildings

[Images](#)


2/12/03

2807 North P Street 32505

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015074820 10/01/2015 at 10:11 AM
OFF REC BK: 7414 PG: 400 - 400 Doc Type: D

DEED
ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 03938 was issued on June 1, 2009, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 1st day of October, 2012, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners 221 Palafox Pl, Pensacola, FL 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

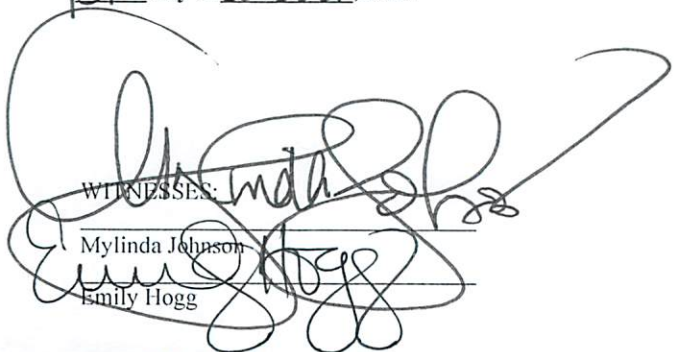
N 50 FT OF LT 4 BLK D OR 4736 P 1408 1ST ADDN TO PINECREST PB 2 P 17

SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 172S301401040004
TAX ACCOUNT NUMBER 061780000

** Property previously assessed to: CHARLES M PEAVY JR

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

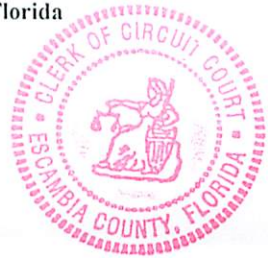
IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 1ST day of OCTOBER, 2015.

WITNESSES:

Mylinda Johnson
Emily Hogg

State of Florida
County of Escambia

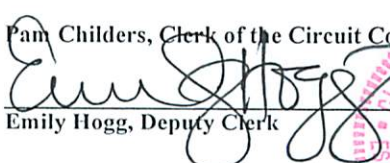

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

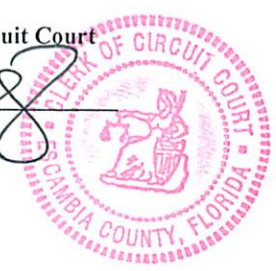
(OFFICIAL SEAL)



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 1ST day of OCTOBER, 2015.

Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk





Chris Jones

Escambia County Property Appraiser

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[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
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[Reference](#)
[Printer Friendly Version](#)

General Information

Reference: 172S301600501050
Account: 062198000
Owners: ESCAMBIA COUNTY
 BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: 1220 W MAXWELL ST 32501
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$7,838	\$0	\$7,838	\$7,838
2014	\$7,838	\$0	\$7,838	\$7,838
2013	\$7,838	\$0	\$7,838	\$7,838

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/01/2015	7414	403	\$100	TD	View Instr
06/1990	2878	341	\$100	CJ	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2015 Certified Roll Exemptions

None

Legal Description

E 55 FT OF LT 50 KANEN PLACE N O 1 AND 2 PB 1/2 P 96/9 OR 741 4 P 403

Extra Features

None

Parcel Information

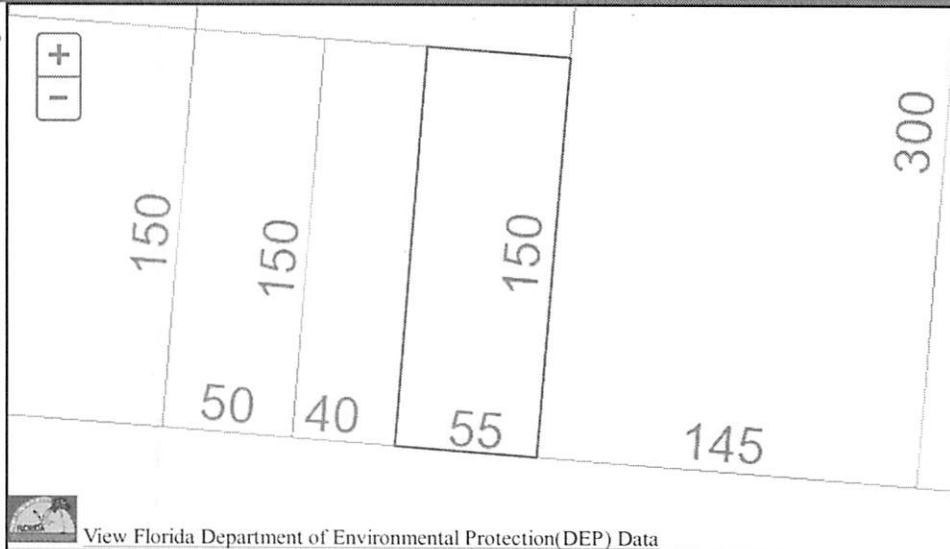
[Launch Interactive Map](#)

Section Map Id:
17-2S-30-2

Approx. Acreage:
0.1894

Zoned:
HDR

Evacuation & Flood Information
[Open Report](#)



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Buildings

[Images](#)

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:10/19/2015 (tc.5863)

1220 W. Maxwell Street 32501

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015074822 10/01/2015 at 10:11 AM
OFF REC BK: 7414 PG: 403 - 403 Doc Type: D

DEED ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 04011 was issued on June 1, 2009, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 1st day of October, 2012, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners 221 Palafox Pl, Pensacola, FL 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

E 55 FT OF LT 50 KANEN PLACE NO 1 AND 2 PB 1/2 P 96/9 OR 2878 P 341


SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 172S301600501050
TAX ACCOUNT NUMBER 062198000

** Property previously assessed to: MATTIE BELL HAYES MINNIE WADE

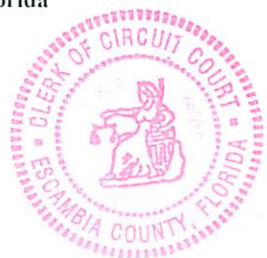
Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 1st day of ~~OCTOBER~~ 2015.

WITNESSES:
My linda Johnson
Emily Hogg
State of Florida
County of Escambia

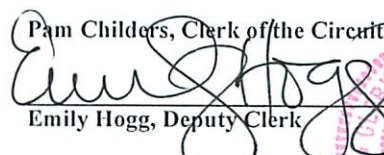

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

(OFFICIAL SEAL)



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 1st day of ~~OCTOBER~~ 2015.

Pam Childers, Clerk of the Circuit Court
Emily Hogg, Deputy Clerk




Chris Jones

Escambia County Property Appraiser

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[Sale List](#)
[Amendment 1/Portability Calculations](#)
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[Account](#)

[Reference](#)
[Printer Friendly Version](#)

General Information

Reference: 182S303101110007
Account: 062513500
Owners: ESCAMBIA COUNTY
 BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: 741 W HERNANDEZ ST 32501
Use Code: VACANT RESIDENTIAL
Taxing Authority: PENSACOLA BEACH
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$13,302	\$0	\$13,302	\$13,302
2014	\$13,302	\$0	\$13,302	\$13,302
2013	\$13,302	\$0	\$13,302	\$13,302

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/01/2015	7414	406	\$100	TD	View Instr
11/03/2008	6399	1026	\$2,700	TD	View Instr
01/1976	1057	931	\$15,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2015 Certified Roll Exemptions

None

Legal Description

LT 11 BLK G NORTH HILL RE S/D PB 1 P 62 OR 7414 P 406

Extra Features

None

Parcel Information

[Launch Interactive Map](#)

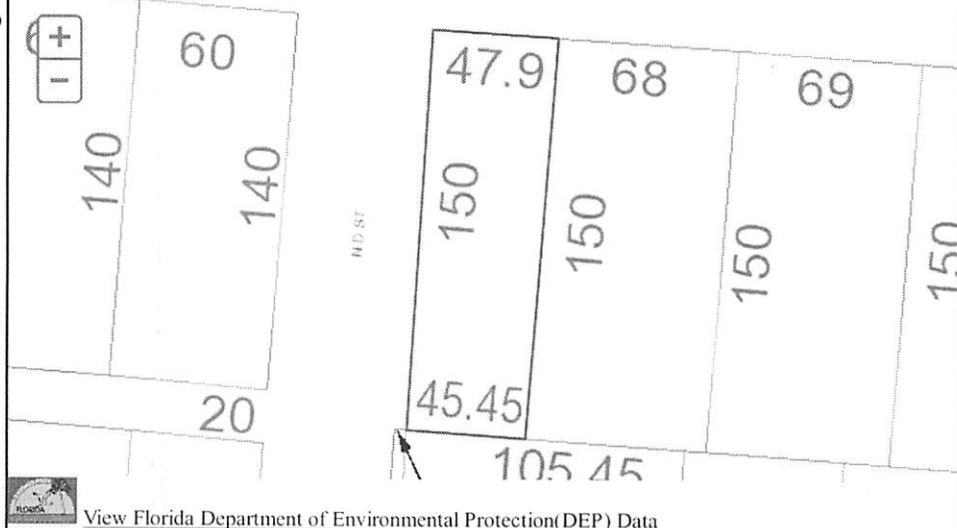
Section Map Id:

18-2S-30

Approx. Acreage:
0.1607

Zoned:
MDR

Evacuation & Flood Information
[Open Report](#)



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[Buildings](#)
[Images](#)



1/9/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:10/19/2015 (tc.5889)

741 W. Hernandez Street 32501

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015074824 10/01/2015 at 10:11 AM
OFF REC BK: 7414 PG: 406 - 406 Doc Type: D

DEED ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 04062 was issued on June 1, 2009, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 1st day of October, 2012, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners 221 Palafox Pl, Pensacola, FL 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

LT 11 BLK G NORTH HILL RE S/D PB 1 P 62 OR 1051 P 931

SECTION 18, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 182S303101110007
TAX ACCOUNT NUMBER 062513500

** Property previously assessed to: PINOT IV LLC

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 1st day of October, 2015.

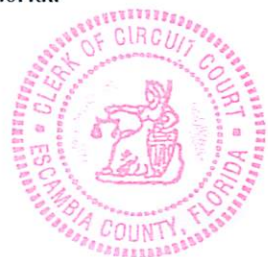
WITNESSES:
Mylanda Johnson
Emily Hogg

State of Florida
County of Escambia

Pam Childers

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

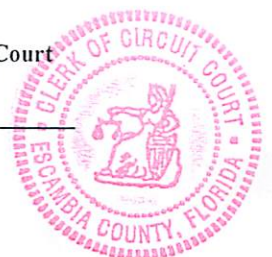
(OFFICIAL SEAL)



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 1st day of October, 2015.

Pam Childers, Clerk of the Circuit Court
Emily Hogg, Deputy Clerk





Chris Jones

Escambia County Property Appraiser

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[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
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General Information

Reference: 332S304000050224
Account: 064226000
Owners: ESCAMBIA COUNTY
 BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: 2910 W DESOTO 32505
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$5,036	\$0	\$5,036	\$5,036
2014	\$5,036	\$0	\$5,036	\$5,036
2013	\$5,036	\$0	\$5,036	\$5,036

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/01/2015	7414	410	\$100	TD	View Instr
01/2005	5564	372	\$100	CJ	View Instr
03/2004	5359	2010	\$100	QC	View Instr
01/2004	5324	679	\$100	WD	View Instr
05/1998	4517	1337	\$100	QC	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2015 Certified Roll Exemptions

None

Legal Description

W 16 FT LT 5 ALL LT 6 & E 3 FT LT 7 BLK 224
 MCMILLIAN ADDITI ON OR 7414 P 410 CA 138

Extra Features

None

Parcel Information

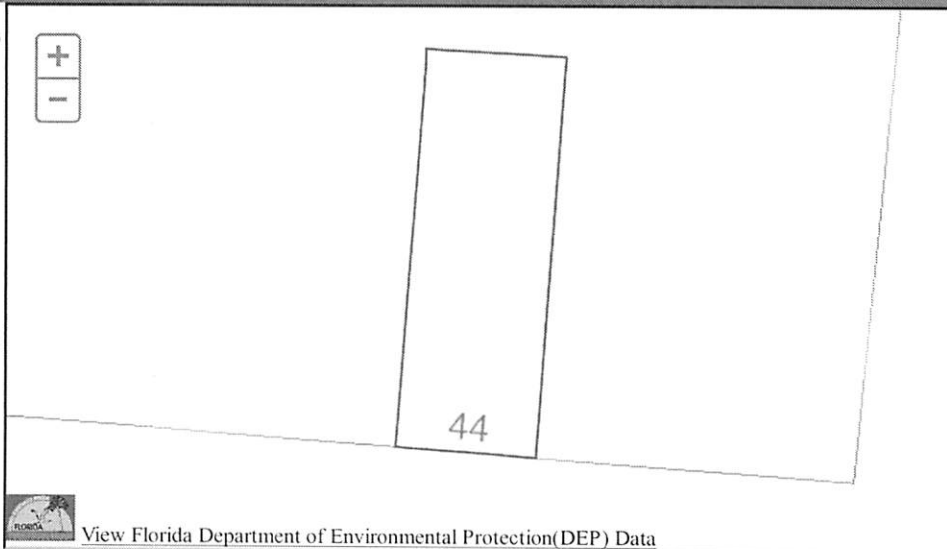
[Launch Interactive Map](#)

Section Map Id:
 CA138

Approx. Acreage:
 0.1100

Zoned:
 HC/LI

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

[Images](#)

None

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.

2910 W. Desoto Street 32505

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015074826 10/01/2015 at 10:11 AM
OFF REC BK: 7414 PG: 410 - 410 Doc Type: D

DEED ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 04299 was issued on June 1, 2009, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 1st day of October, 2012, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners 221 Palafox Pl, Pensacola, FL 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

LARRY E & SMITH PAMELA R 56/84 INT EACH & SMITH SHANNON & SMITH DAVID & SMITH CARL D JR & HAUX LILLIAN & VINNING PAM & SMITH ROGER & SHELDT ADA 28/84 INT EACH W 16 FT LT 5 ALL LT 6 & E 3 FT LT 7 BLK 224 MCMILLIAN ADDITION OR 4517 P 1337 OR 5324 P 679 OR 5359 P 2010 OR 5564 P 372 CA 138

SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 332S304000050224
TAX ACCOUNT NUMBER 064226000

** Property previously assessed to: SHANNON C SMITH ADA JOYCE SHELDT CARL D SMITH JR LILLIAN HAUX ROGER N SMITH H DAVID SMITH LARRY E SMITH PAMELA R SMITH SHANNON SMITH PAM VINNING

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 1st day of OCTOBER 2015.

WITNESSES:

Myllinda Johnson

Emily Hogg

State of Florida
County of Escambia



PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

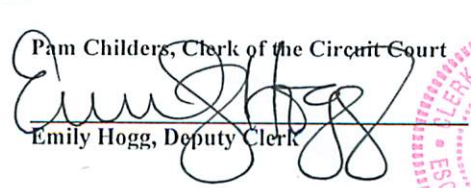
(OFFICIAL SEAL)

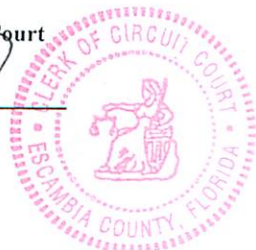


Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 1st day of OCTOBER 2015.

Pam Childers, Clerk of the Circuit Court


Emily Hogg, Deputy Clerk





Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
[Back](#)
[Navigate Mode](#)
[Account](#)
[Reference](#)
[Printer Friendly Version](#)

General Information

Reference: 342S300201012007
Account: 070461040
Owners: ESCAMBIA COUNTY
 BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: 700 BLK N 48TH ST 32506
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$5,380	\$0	\$5,380	\$5,380
2014	\$5,380	\$0	\$5,380	\$5,380
2013	\$5,380	\$0	\$5,380	\$5,380

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/01/2015	7414	413	\$100	TD	View Instr
12/2005	5801	805	\$100	QC	View Instr
12/2005	5801	803	\$100	QC	View Instr
12/2005	5801	801	\$100	QC	View Instr
08/2003	5224	829	\$100	QC	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2015 Certified Roll Exemptions

None

Legal Description

LT 12 & LT 5 BLK 7 SHERRER S/ D PB 1 P 24 OR 7414
 P 413 LE SS OR 4037 P 421 PEEK & LESS O R 4838 P
 711 CA 185

Extra Features

None

Parcel Information

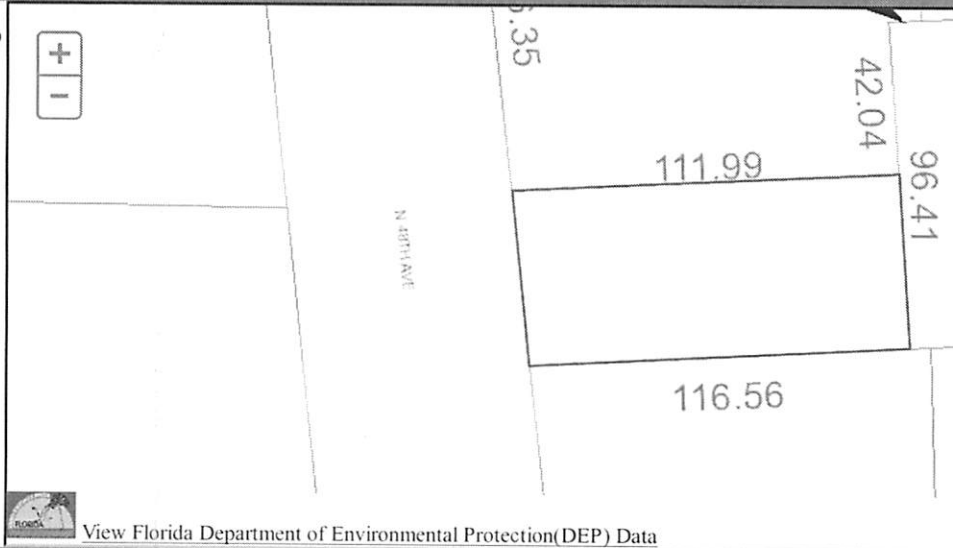
[Launch Interactive Map](#)

Section Map Id:
 CA185

Approx. Acreage:
 0.1300

Zoned:
 MDR

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

[Images](#)

None

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.

700 Blk North 48th Street 32506

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015074828 10/01/2015 at 10:11 AM
OFF REC BK: 7414 PG: 413 - 413 Doc Type: D

DEED ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 04367 was issued on June 1, 2009, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 1st day of October, 2012, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners 221 Palafox Pl, Pensacola, FL 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

LT 12 & LT 5 LESS OR 4037 P 421 PEEK & LESS OR 4838 P 711 PEEK BLK 7 SHERRER S/D PB 1 P 24 OR 5224 P 829 CA 185 OR 5801 P 801/803/805

SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 342S300201012007
TAX ACCOUNT NUMBER 070461040

** Property previously assessed to: EST OF WILLENA PEEK

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 1ST day of OCTOBER, 2015.

WITNESSES
My linda Johnson
Emily Hogg

State of Florida
County of Escambia

Pam Childers

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

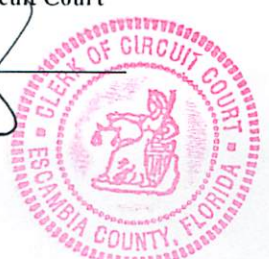
(OFFICIAL SEAL)



Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 1ST day of OCTOBER, 2015.

Emily Hogg
Emily Hogg, Deputy Clerk





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9344

County Administrator's Report 11. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Cancellation of Residential Rehab Grant Program Lien

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of One Residential Rehab Grant Program Lien - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following November 17, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Lien:

A. Approving the following cancellation of one Residential Rehab Grant Program Lien, as the Grant recipient has met his Grant requirements:

Property Owner	Address	Amount
Michael S. Kelly	312 Payne Road	\$3,727

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

BACKGROUND:

The aforementioned property owner has satisfied his 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 document 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

Kelly-Nov2015

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$3,727, executed by Michael S. Kelly and recorded in Official Record Book 7255 at pages 773-774, 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: Michael A. G. T.
Date: 11/07/15

**Escambia County
Clerk's Original**

8/21/2014 CAR II-17 A(3)

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name

Michael S. Kelly

Address of Property

312 Payne Road
Pensacola, FL 32507

Property Reference No.

50-2S-30-6090-494-023

Total Amount of Lien

\$3,727

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014083373 11 07 2014 at 12:29 PM
OFF REC BK: 7255 PG 773 - 774 Doc Type: L
RECORDING: \$18.50

For Recipient:

Michael S. Kelly
Michael S. Kelly, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of August, 2014 by Michael S. Kelly, Property Owner. He (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.
K400-557-57-344-0



Maxwell Rogers
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal
sufficiency.

By/Title: K. H. A. C. A.
Date: 8/21/14

For: **Board of County Commissioners of
Escambia County**

By: Lumon J. May
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court



Pam Childers
Deputy Clerk

Date Executed: 8/21/2014

BCC Approved: 08/21/2014

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Warrington District

321 Payne Rd.

**Roof Replacement &
Sanitary Sewer Connection**

Project Total \$7,455

Grant Total \$3,727





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9343

County Administrator's Report 11. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

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 November 17, 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 seven Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Kimberly R. Cleveland Green, owner of residential property located at 266 North Cary's Lane, Barrancas Redevelopment District, each in the amount of \$3,324, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install new windows;
2. The Agreements between Escambia County CRA and Joseph & Donna J. Baudendistel, owners of residential property located at 1315 Wisteria Avenue, Barrancas Redevelopment District, each in the amount of \$5,835, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install new central heating & air conditioning system;
3. The Agreements between Escambia County CRA and Joseph M. Baudendistel, owner of residential property located at 516 Syrcle Drive, Warrington Redevelopment District, each in the amount of \$5,605, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for electrical rewiring;
4. The Agreements between Escambia County CRA and Daniel W. and Debra Hamby,

owners of residential property located at 319 East Winthrop Avenue, Warrington Redevelopment District, each in the amount of \$3,550, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to replace roof;

5. The Agreements between Escambia County CRA and Shirley J. Hudgins, owner of residential property located at 35 Patton Drive, Warrington Redevelopment District, each in the amount of \$5,253, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install new windows and electrical rewiring;

6. The Agreements between Escambia County CRA and Kevin M. and Patricia J. McCoy, owners of residential property located at 408 Labree Road, Warrington Redevelopment District, each in the amount of \$3,955, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to replace roof; and

7. The Agreements between Escambia County CRA and F.E. Miller and Betty M. Smith, owners of residential property located at 312 Sunset Avenue, Warrington Redevelopment District, each in the amount of \$2,050, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection; and

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

BACKGROUND:

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 the project is attached.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

1. Kimberly R. Cleveland Green, Barrancas TIF, Cost Center 370116, in the amount of \$3,324
2. Joseph & Donna J. Baudendistel, Barrancas TIF, Cost Center 370116, in the amount of \$5,835
3. Joseph M. Baudendistel, Warrington TIF, Cost Center 370114, in the amount of \$5,605
4. Daniel W. & Debra Hamby, Warrington TIF, Cost Center 370114, in the amount of \$3,550
5. Shirley J. Hudgins, Warrington TIF, Cost Center 370114, in the amount of \$5,253
6. Kevin M. & Patricia J. McCoy, Warrington TIF, Cost Center 370114, in the amount of \$3,955
7. F.E. Miller and Betty M. Smith, Warrington TIF, Cost Center 370114, in the amount of \$2,050

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 & Human Services/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-Green-Nov2015](#)

[Agreement-Joseph&DonnaBaudendistel-Nov2015](#)

[Agreement-JMBaudendistel-Nov2015](#)

[Agreement-Hamby-Nov2015](#)

[Agreement-Hudgins-Nov2015](#)

[Agreement-McCoy-Nov2015](#)

[Agreement-Miller&Smith-Nov2015](#)

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of **November 2015**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Kimberly R. Cleveland Green**, (the "Recipient"), owner of residential property located at **266 North Cary's Lane**, Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$3,324**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,324**, which shall be comprised of a cash contribution of **\$3,324**.
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 **17th day of November 2015**, and the Project shall be complete on or before the **17th day of February 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:

Zakkiyyah Osuigwe
Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Kimberly R. Cleveland Green
266 North Cary's Lane
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of
Escambia County**

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:


Kimberly R. Cleveland Green, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of October, 2015 by Kimberly R. Cleveland Green, Property Owner. He () is personally known to me or (X) has produced FL Drivers Lic as identification.

(Notary Seal)




Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal
sufficiency.

By/Title: Edna OACA
Date: 10/13/15

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Kimberly R. Cleveland Green**
Property Address: **266 North Cary's Lane, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Install New Windows

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
<u>Kimberly R. Cleveland Green</u>	<u>266 North Cary's Lane</u> <u>Pensacola, FL 32507</u>	<u>59-2S-30-2300-017-010</u>

Total Amount of Lien **\$3,324**

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:

Kimberly R. Cleveland Green
Kimberly R. Cleveland Green, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of October, 2015 by Kimberly R. Cleveland Green, Property Owner. He () 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

(Notary Seal)



For: **Board of County Commissioners of
Escambia County**

By: _____
Grover C. Robinson, IV, 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: 10/13/15

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Install New Windows

266 North Cary's Lane - Kimberly R. Cleveland Green

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of November 2015, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Joseph and Donna J. Baudendistel, (the "Recipient(s)"), owner of residential property located at 1315 Wisteria Avenue, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$5,835, 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 \$5,835, which shall be comprised of a cash contribution of \$5,835.
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 17th day of November 2015, and the Project shall be complete on or before the 17th day of February 2015, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Sherry Duffey, Dev. Program Manager
Neighborhood & Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):

Joseph and Donna J. Baudendistel
1315 Wisteria Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 10/8/15

For: **Board of County Commissioners of
Escambia County**

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

[Signature]
Joseph Baudendistel, Property Owner

[Signature]
Donna J. Baudendistel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of October, 2015 by Joseph Baudendistel, Property Owner. He () is personally known to me or (☒) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 9th day of October, 2015 by Donna J. Baudendistel, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

(Notary Seal)



[Signature]
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Joseph and Donna J. Baudendistel**
Property Address: **1315 Wisteria Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Install new Central Heating & Air Conditioning System.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)

Joseph and
Donna J. Baudendistel

Address of Property

1315 Wisteria Avenue
Pensacola, FL 32507

Property Reference No.

50-2S-30-5000-008-002

Total Amount of Lien

\$5,835

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Joseph Baudendistel, Property Owner

Donna J. Baudendistel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of October, 2015 by Joseph Baudendistel, Property Owner. He (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 9th day of October, 2015 by Donna J. Baudendistel, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal)

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 10/8/15



Install New Central Heating & Air Conditioning System

**1315 Wisteria Avenue-Joseph and Donna J.
Baudendistel**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of November 2015, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Joseph M. Baudendistel, (the "Recipient"), owner of residential property located at 516 Syrcle Drive, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$5,605, 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 \$5,605, which shall be comprised of a cash contribution of \$5,605.
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 17th day of November 2015, and the Project shall be complete on or before the 17th day of February 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:

Joseph M. Baudendistel
516 Syrcle Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

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:



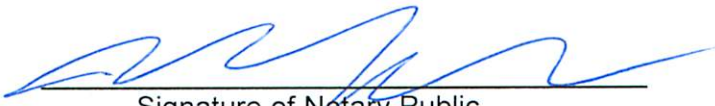
Joseph M. Baudendistel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of October, 2015 by Joseph M. Baudendistel, Property Owner. He (☒) is personally known to me or (☐) has produced _____ as identification.

(Notary Seal)





Signature of Notary Public
maxwell ROGERS

Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: 
Date: 10/13/15

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Joseph M. Baudendistel**

Property Address: **516 Syrcle Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Electrical rewiring.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Joseph M. Baudendistel

Address of Property
516 Syrcle Drive
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-063-004

Total Amount of Lien

\$5,605

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:

Joseph M. Baudendistel
Joseph M. Baudendistel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of October, 2015 by Joseph M. Baudendistel, Property Owner. He (☒) is personally known to me or (☐) has produced _____ as identification.

Maxwell Rogers
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)



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: K. Healy ACA
Date: 10/13/15

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Electrical rewiring

516 Syrcle Drive – Joseph M. Baudendistel

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of November 2015, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Daniel W. and Debra Hamby, (the "Recipients"), owner of residential property located at 319 East Winthrop Avenue, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$3,550, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$3,550, which shall be comprised of a cash contribution of \$3,550.
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 17th day of November 2015, and the Project shall be complete on or before the 17th day of February 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

Recipients:

Daniel W. and Debra Hamby
319 East Winthrop Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

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)

Approved as to form and legal
sufficiency.

By/Title: Kaleva O A C A
Date: 10/5/15

For Recipients:

Daniel W. Hamby
Daniel W. Hamby, Property Owner

Debra Hamby
Debra Hamby, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of October, 2015 by Daniel W. Hamby, Property Owner. He () is personally known to me or (☒) has produced A Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 7th day of October, 2015 by Debra Hamby, Property Owner. She () is personally known to me or (☒) has produced FL Drivers Lic as identification.

(Notary Seal)



Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Daniel W. and Debra Hamby**
Property Address: **319 East Winthrop Avenue, 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
Daniel W. and Debra Hamby

Address of Property
319 East Winthrop Avenue
Pensacola, FL 32507

Property Reference No.
50-2S-30-7050-009-007

Total Amount of Lien

\$3,550

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:

Daniel W. Hamby, Property Owner

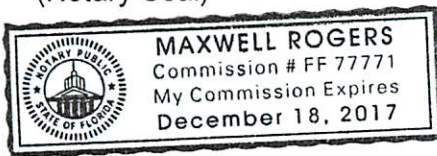
Debra Hamby, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of October, 2015 by Daniel W. Hamby, Property Owner. He () is personally known to me or (☒) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 7th day of October, 2015 by Debra Hamby, Property Owner. She () is personally known to me or (☒) has produced FL Drivers Lic as identification.

(Notary Seal)



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: Kellie OACA
Date: 10/15/15

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Replace roof

319 E. Winthrop Avenue – Daniel W. & Debra Hamby

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of November 2015, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Shirley J. Hudgins, (the "Recipient"), owner of residential property located at 35 Patton Drive, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$5,253, 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 \$5,253, which shall be comprised of a cash contribution of \$5,253.
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 17th day of November 2015, and the Project shall be complete on or before the 17th day of February 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:

Shirley J. Hudgins
35 Patton Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

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:




Shirley J. Hudgins, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of October, 2015 by Shirley J. Hudgins, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.

(Notary Seal)





Signature of Notary Public
MAXWELL ROGERS

Printed Name of Notary Public

Approved as to form and legal
sufficiency.

By/Title: Kalena Acit
Date: 10/1/15

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Shirley J. Hudgins**

Property Address: **35 Patton Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Electrical rewiring & install new windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Shirley J. Hudgins

Address of Property
35 Patton Drive
Pensacola, FL 32507

Property Reference No.
50-2S-30-5020-019-001

Total Amount of Lien

\$5,253

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:

Shirley J. Hudgins
Shirley J. Hudgins, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of October, 2015 by Shirley J. Hudgins, Property Owner. She () is personally known to me or (☒) has produced FL Drivers Lic as identification.

[Signature]
Signature of Notary Public

(Notary Seal)



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: [Signature]
Date: 10/1/15

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Electrical rewiring & install new windows

35 Patton Drive – Shirley J. Hudgins

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of **November 2015**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Kevin M. and Patricia J. McCoy**, (the "Recipients"), owner of residential property located at **408 Labree Road**, Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$3,955**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,955**, which shall be comprised of a cash contribution of **\$3,955**.
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 **17th** day of **November 2015**, and the Project shall be complete on or before the **17th** day of **February 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

Recipients:

Kevin M. and Patricia J. McCoy
408 Labree Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of
Escambia County**

Approved as to form and legal
sufficiency.

By/Title: K. Childers
Date: 10/8/15

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

Kevin M. McCoy
Kevin M. McCoy, Property Owner

Patricia J. McCoy
Patricia J. McCoy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of October, 2015 by Kevin M. McCoy, Property Owner. He () is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 9th day of October, 2015 by Patricia J. McCoy, Property Owner. She () is personally known to me or (✓) has produced FL Drivers Lic as identification.



Maxwell Rogers
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Kevin M. and Patricia J. McCoy

Property Address: 408 Labree Road, 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
Kevin M. and Patricia J. McCoy

Address of Property
408 Labree Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-655-029

Total Amount of Lien

\$3,955

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:

Kevin M. McCoy
Kevin M. McCoy, Property Owner
Patricia J. McCoy
Patricia J. McCoy, Property Owner

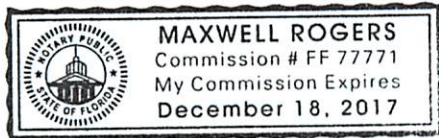
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of October, 2015 by Kevin M. McCoy, Property Owner. He (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 9th day of October, 2015 by Patricia J. McCoy, Property Owner. She (☐) is personally known to me or (☒) has produced FL Driver Lic as identification.

Maxwell Rogers
Signature of Notary Public

(Notary Seal)



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: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Kathleen A. A. A.
Date: 10/8/15



Replace roof

408 Labree Road – Kevin M. and Patricia J. McCoy

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of **November 2015**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **F.E. Miller and Betty M. Smith**, (the "Recipients"), owner of residential property located at **312 Sunset Avenue**, Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient 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 **\$2,050**, 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 **\$2,050**, which shall be comprised of a cash contribution of **\$2,050**.
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 **17th** day of **November 2015**, and the Project shall be complete on or before the **17th** day of **February 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

Recipients:

F.E. Miller and Betty M. Smith
312 Sunset Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

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 Recipients:

F.E. Miller
F.E. Miller, Property Owner
Betty M. Smith
Betty M. Smith, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of October, 2015 by F.E. Miller, Property Owner. He () is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 6th day of October, 2015 by Betty M. Smith, Property Owner. She () is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)



Maxwell Rogers
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal
sufficiency.

By/Title: K. Daniel Acet
Date: 10/1/15

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **F.E. Miller and Betty M. Smith**

Property Address: **312 Sunset Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Sanitary sewer connection.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
F.E. Miller and Betty M. Smith

Address of Property
312 Sunset Avenue
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-149-009

Total Amount of Lien

\$2,050

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:

F.E. Miller
F.E. Miller, Property Owner
Betty M. Smith
Betty M. Smith, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of October, 2015 by F.E. Miller, Property Owner. He () is personally known to me or (☒) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 6th day of October, 2015 by Betty M. Smith, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

[Signature]
Signature of Notary Public

(Notary Seal)

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 10/1/15



Sanitary sewer connection

312 Sunset Avenue – F.E. Miller and Betty M. Smith



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9339

County Administrator's Report 11. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Local Agency Agreement Between FDOT and Escambia County for the Quietwater Beach Ferry Landing Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida, Department of Transportation, Local Agency Program Agreement between the Florida Department of Transportation and Escambia County, Florida, for the Quietwater Beach Ferry Landing Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida, Department of Transportation, Local Agency Program Agreement between the Florida Department of Transportation and Escambia County, Florida, for the design of the Quietwater Beach Ferry Landing Project:

A. Approve the State of Florida, Department of Transportation, Local Agency Program Agreement between the State of Florida Department of Transportation and Escambia County, Florida, for the design of the Quietwater Beach Ferry Landing Project; and

B. Adopt a Resolution authorizing the Chairman to sign the Local Agency Program Agreement.

[Funding Source: Fund 175, "Transportation Trust Fund"]

BACKGROUND:

The purpose of this Agreement is to enter into a Local Agency Program between Escambia County (hereinafter referred to as the County) and the Florida Department of Transportation (hereinafter referred to as the Department), regarding funding for the design of a new ferry pier at Quietwater Beach.

The County has successfully secured Federal Land Access Program (FLAP) grant funding in 2015, co-sponsored with the National Park Service (NPS), to prepare a master plan for the Quietwater Boardwalk area for the ferry landing site, and design of Phase 1 facilities necessary to provide passenger services and loading/unloading for NPS

concessioner-operated ferry vessels during ferry service operations. The total awarded grant amount is \$979,439. The Department distributes the grant funds to the County.

This specific recommendation pertains to only the preparation of the master plan and the design phase, at \$117,032. Another LAP agreement will be presented for the construction phase once the design phase is complete.

BUDGETARY IMPACT:

The Department will reimburse the County \$117,032 for expenses related to the design of the project. A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement.

Funds are available in Fund 175, "Transportation Trust Fund".

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Agreement and Resolution.

PERSONNEL:

No new personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires Board approval for all Agreements.

IMPLEMENTATION/COORDINATION:

County staff will coordinate with the Department staff during procurement of design contracts.

Attachments

Quietwater Ferry LAP

Quietwater Ferry Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC-08/15
Page 1 of 15

FPN: 436511-2-38-01	Fund: PLH	FLAIR Approp: _____
Federal No: FLAP-011-F	Org Code: _____	FLAIR Obj: _____

FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____

FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____

County No: 48 (Escambia) Contract No: _____ Vendor No: F596000598174
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 07-507-9673
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, _____ between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Escambia County B.O.C.C. ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. _____ dated the _____ day of _____, 20____, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design of the Quietwater Beach Ferry Landing Project, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before June 30, 2016. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

- A. The total cost of the Project is \$ 117,032.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$117,032.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

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- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency.

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Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

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of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

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- vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit “1”, Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
- ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

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- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

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Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor 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 in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The

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closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with

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minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 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.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and 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 the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and 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 the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

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- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative

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agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.
- M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N. The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
 - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
 - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
 - iii. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

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- iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
- v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
- vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
- vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY Board of County Commissioners
Escambia County, Florida

By: _____

Name: Grover C. Robinson, IV

Title: Chairman

Attest: _____

Title: Pam Childers
Clerk of the Court

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jason D. Peters, P.E.

Title: Director of Transportation Development

Approved as to form and legal
sufficiency.

By/Title: Kelly A. ACH
Date: 11/3/15

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 436511-2-38-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Escambia County B.O.C.C.

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: N/A

PROJECT DESCRIPTION: The design of ferry a landing dock at Quietwater Beach located on Pensacola Beach in Escambia County. The project will include the design of a ticket kiosk, dock gate, pole lighting, and update existing facilities to ADA standards.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be constructed within the existing right of way.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing. In addition, the construction of any new building must comply with Florida Building Code.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A
- b) Design to be completed by June 30, 2016
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A
- e) Construction contract to be let by N/A
- f) Construction to be completed by N/A

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Escambia County B.O.C.C. P.O. Box 1591 Pensacola, FL 325913	FPN: 436511-2-38-01
--	---------------------

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total PD&E Cost				
Design - 38 FY: 2016 FY: 2017 FY: 2018	<u>\$117,032.00</u> <u>\$0.00</u> <u>\$0.00</u>	<u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u>	<u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u>	<u>\$117,032.00</u> <u>\$0.00</u> <u>\$0.00</u>
Total Design Cost	\$117,032.00	\$0.00	\$0.00	\$117,032.00
Right-of-Way - 48 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Right-of-Way Cost				
Construction-58 FY: FY: FY: FY:	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Total Construction Cost				
Construction Engineering and Inspection (CEI) - 68 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total CEI Cost				
FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Project Costs	\$117,032.00	\$0.00	\$0.00	\$117,032.00
TOTAL COST OF THE PROJECT	\$117,032.00	\$0.00	\$0.00	\$117,032.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

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Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$117,032.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrs.gov/>

RESOLUTION NUMBER R2015-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DESIGN THE QUIETWATER BEACH FERRY LANDING PROJECT; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Department has agreed to fund, by way of a Local Agency Program Agreement (LAP), the total cost of design of a new 60 to 80 foot pier extension, lighting, a new ticket kiosk and an ADA accessible route (FPID 436511-2-38-01) (hereinafter referred to as "the Project"); and

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

WHEREAS, the estimated total Project cost is \$117,032 (one hundred seventeen thousand thirty-two dollars), and is the maximum participation by the Department; and

WHEREAS, any expenses in excess of the total cost of the Project will be borne by the County.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed Project for the Quietwater Pier ferry pier landing.

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing and managing this project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

SECTION 5. 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

Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: Kathleen ACA
Date: 11/3/15



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9281

County Administrator's Report 11. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Purchase of Cameras for Escambia County Community Transportation Paratransit Vehicles

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Cameras for Escambia County Community Transportation Paratransit Vehicles - Joy D. Blackmon, P.E., Public Works Department Director

That the Board award a Purchase Order to Apollo Video Technology, in the amount of \$122,653, to supply and install cameras on paratransit vehicles owned by Escambia County.

In January 2015, Escambia County issued an Invitation to Bid to supply and install security cameras on Escambia County Area Transit (ECAT) vehicles. PD14-15.027 was awarded to Apollo Video Technology. (Bid Tab Attachment 1)

[Funding: Fund 320, FTA State of Good Repair Program, Cost Center 221227, Object Code 56408]

BACKGROUND:

Meeting in regular session on September 4, 2014, the Board accepted funds from the Federal Transit Administration, awarded in the State of Good Repair Grant to Escambia County, which included the purchase and installation of security cameras on mass transit vehicles.

In January 2015, In January 2015, Escambia County issued an Invitation to Bid to supply and install security cameras on Escambia County Area Transit (ECAT) vehicles. PD14-15.027 was awarded to Apollo Video Technology. (Bid Tab Attachment 1)

It is proposed to install the same cameras as provided for in PD14-15.027 on the paratransit vehicles. ECAT staff have confirmed, by quote, that Apollo Video, in a good faith effort, will provide the same items at the same price as provided in PD14-15.027. ECAT staff received three quotes (attached herein), including the one from Apollo Video, to ensure that Apollo Video remained the lowest bidder. Attached are the Apollo Original

Bid Price List and the approval from the Purchasing Manager to move forward with this recommendation to the Board.

BUDGETARY IMPACT:

Funding is available in Fund 320, FTA State of Good Repair Program, Cost Center 221227, Object Code 56408.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional staff are required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County Code of Ordinance, Chapter 46, Article II, Purchases and Contracts. The invitation to Bid PD14-15.027, Cameras for ECAT Bus Entry, was advertised in the Pensacola News Journal on January 26, 2015. Five firms were notified on January 26, 2016. Two bids were received on March 10, 2015. Apollo Video Technology submitted the low, responsive bid.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, ECAT staff will enter the requisition, and the Office of Purchasing will issue a Purchase Order.

Attachments

09.04.14 BCC Action

3 Quotes

Bid Tabulation

Apollo BID

Email

Escambia County
Clerk's Original

2014-000901 BCC
Sep. 4, 2014 Page 1

09/04/2014/CAR II-19

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2014- 96

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.

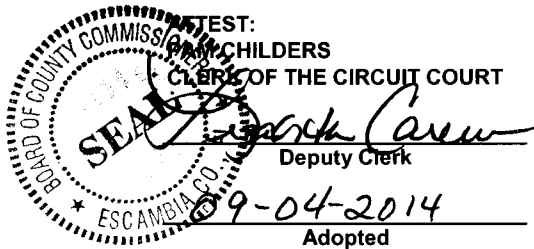
WHEREAS, The Escambia County was awarded the 2014 FTA Grant (FL90-X848) by the Federal Transit Administration for capital projects and ECAT operations, and these funds must be recognized and appropriated accordingly.

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, 2014:

Mass Transit Fund	104		
FTA Capital Projects	320		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
2014 FTA Grant FL90-X848	104	331471 (new)	1,858,552
2014 FTA Grant FL90-X848	320	331472 (new)	1,152,000
Total			3,010,552

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Professional Services	104/320401	53101	100,000
Fixed Route Bus Costs	104/320401	53404	1,451,914
ADA Paratransit Costs	104/320401	53405	306,638
Improvements other than Buildings	320/320424 (new)	56301	31,000
Machinery & Equipment	320/320424 (new)	56401	1,121,000
Total			3,010,552

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.



Adopted
RH 8/20/14 ST 8/21/14
OMB Approved

Supplemental Budget Amendment
261

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Lumina J. May
Lumina J. May, Chairman

Date Executed

H. COATS
9/9/14

Entered 9/4/2014
BVP 9/10/14

Released and Posted

By *pm*

Date 9/10/14

8/10



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6691

County Administrator's Report 11. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Supplemental Budget Amendment #261 - 2014 FTA Grant
FL90-X848-00

From: Amy Lovoy

Organization: OMB

CAO Approval:

A handwritten signature in black ink, appearing to read "John R. Brown", is written over a horizontal line.

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #261 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #261, Mass Transit Fund (104) and Federal Transit Administration (FTA) Capital Projects Fund (320) in the amount of \$3,010,552, to recognize proceeds from the FTA, and to appropriate these funds to be used for various mass transit capital projects and operations associated with the Escambia County Area Transit System (ECAT).

BACKGROUND:

On April 29, 2014, the BCC approved Escambia County Area Transit (ECAT) to receive grant funds for the 2014 FTA Grant# FL90-X848-00, and these funds need to be recognized to be used for capital and operations. The capital items being purchased are:

- 3 - Replacement 30ft Buses
- 1 - Replacement Bus < 30ft
- 5 - Bus Shelters
- Bus Security Equipment

BUDGETARY IMPACT:

This amendment will increase Fund 104 by \$1,858,552 and Fund 320 by \$1,152,000. The requested \$186,081 match will come from the gas tax and any additional match requirements will come from Florida toll revenue credits.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 261

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2014-

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 was awarded the 2014 FTA Grant (FL90-X848) by the Federal Transit Administration for capital projects and ECAT operations, 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, 2014:

Mass Transit Fund	104		
FTA Capital Projects	320		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
2014 FTA Grant FL90-X848	104	331471 (new)	1,858,552
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Total			3,010,552
Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Professional Services	104/320401	53101	100,000
Fixed Route Bus Costs	104/320401	53404	1,451,914
ADA Paratransit Costs	104/320401	53405	306,638
Improvements other than Buildings	320/320424 (new)	56301	31,000
Machinery & Equipment	320/320424 (new)	56401	1,121,000
Total			3,010,552

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

Lumon J. May, Chairman

Adopted
Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=Escambia County, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2014.08.21 10:43:22 -0500

OMB Approved

Supplemental Budget Amendment
261

Quotation #: 150456C

Date: 8/6/2015
Payment Terms: 1% 20 Days, Net 30
Shipping Terms: FOB Origin
Sales Rep: Harry White
Project Info: GSA Contract #GS-07F-0776X

Bill to: Escambia County Area Transit
Ted Woolcock
221 Palafox Pl., Ste. 140
Pensacola FL 32502

Tel: 850-595-3228
Fax/Email: twoolcoc@co.escambia.fl.us

Line	Qty	Model	Description	Unit Price	Ext. Price
1	29	RR-MRH4-1000	RoadRunner 4 Camera Capability, 120ips Mobile DVR, Power Cable, 1.0TB Removable Hard Disk Drive	\$2,035.00	\$59,015.00
2	29	RR-C2	Camera, Color High Resolution with Audio Recording	\$169.00	\$4,901.00
3	29	RR-CMIRV7	Camera Mount, 7" Vandal-Resistant Mount for RR-CIR2 / RR-C2 Series Cameras	\$39.00	\$1,131.00
4	87	RR-CTMIRA25-C	Camera, Color Vandal Resistant Interior High Resolution, Day/Night Mini Tapered Dome w/ IR Illumination & Audio Recording, 2.5mm Lens, Ceiling Mount	\$235.00	\$20,445.00
5	87	RR-ICC20	Camera Cable Assembly, 20' Video/Power	\$28.00	\$2,436.00
6	29	RR-ICC45	Camera Cable Assembly, 45' Video/Power	\$28.00	\$812.00
7	29	INST-A4	Installation of RoadRunner System for Non-Articulated, Standard Transit Bus - DVR system with up to 4 devices	\$592.00	\$17,168.00
				Subtotal:	\$105,908.00

Optional Equipment:

Line	Qty	Model	Description	Unit Price	Ext. Price
8	29	RR-ENV	Enclosure, Environmental Protective Steel Enclosure	\$306.00	\$8,874.00
9	29	RR-GPS	GPS Kit: GPS Receiver and iSM (Interactive Speed and Mapping) Interface	\$145.00	\$4,205.00
10	29	INST-A8	Installation of RoadRunner System for Non-Articulated, Standard Transit Bus - DVR system with up to 8 devices (Price is IN ADDITION to Line 7, GSA List Price is \$691)	\$99.00	\$2,871.00
				Subtotal:	\$15,950.00

System-Wide Accessories:

Line	Qty	Model	Description	Unit Price	Ext. Price
11	1	RR-MRH1000HD	RoadRunner Mobile Digital Video Recorder Removable Hard Disk Drive, 1.0TB for MRH Series	\$403.00	\$403.00
12	1	RR-MRHHDS	Hard Disk Docking Station, for RoadRunner MRH Series DVR	\$392.00	\$392.00
				Subtotal:	\$795.00

Purchase orders for GSA contract items MUST reference GSA Contract number above

The RoadRunner system includes:

- Standard 2-Year warranty for all components (extended warranty options are available upon request)
- Unlimited technical support at no additional charge
- License-free RsM™ (RoadRunner Secure Management) Software with lifetime updates at no additional charge

122,653

Prices and terms are guaranteed for 30 days. Freight charges, installation charges and taxes (if applicable) are additional and may not be included in this quotation. All returns are subject to a 20% re-stocking fee.

Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	159479
Customer No.	ESCATRAN

Bill To
ESCAMBIA CO TRANSIT (ECAT) 1515 WEST FAIRFIELD DRIVE PENSACOLA, FL 32501

Ship To
ESCAMBIA CO TRANSIT (ECAT) 1515 WEST FAIRFIELD DRIVE PENSACOLA, FL 32501

Contact: LESLIE BARNES
Telephone: 850 595 3228 X246

E-mail: LESLIE-BARNES@ESCAMBIA.FL.US

Contact: LESLIE BARNES
Telephone: 850 595 3228 X246

E-mail: LESLIE-BARNES@ESCAMBIA.FL.US

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/07/15	GROUND		FOB DEST	QUOTE	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
MARK SEVIGNY		MARK SEVINGY-TAMPA		TED WOOLCOCK		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
29	29	Y	RR-MRH4-1000 APO RoadRunner 4 Camera Capability, High Capacity Mobi Warehouse: TAMP		2,417.3400	70,102.86
29	29	Y	MISC RR-C2 HIGH RESOLUTION CAMERA Warehouse: TAMP		201.3400	5,838.86
29	29	Y	MISC RR-CMIRV7 CAMERA MOUNT VANDAL RESISTANT Warehouse: TAMP		46.6700	1,353.43
87	87	Y	MISC RR-CTMIRA25-C VANDAL RESISTANT HI RES COLOR CAMERA Warehouse: TAMP		278.6700	24,244.29
87	87	Y	RR-ICC20 APOLLO CAMERA CABLE 20' VIDEO POWER PART # Warehouse: TAMP		33.3400	2,900.58
29	29	Y	MISC RR-ICC45 CAMEWRA CABLE ASSEMBLY Warehouse: TAMP		33.3400	966.86
29	29	Y	RR-ENV APO Enclosure, Environmental Protective Steel Enclosur Warchouse: TAMP		364.0000	10,556.00

Print Date	08/07/15
Print Time	12:29:29 PM
Page No.	1

Printed By: MARK SEVIGNY

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	159479
Customer No.	ESCATRAN

Bill To
ESCAMBIA CO TRANSIT (ECAT) 1515 WEST FAIRFIELD DRIVE PENSACOLA, FL 32501

Ship To
ESCAMBIA CO TRANSIT (ECAT) 1515 WEST FAIRFIELD DRIVE PENSACOLA, FL 32501

Contact: LESLIE BARNES
Telephone: 850 595 3228 X246
E-mail: LESLIE-BARNES@ESCAMBIA.FL.US

Contact: LESLIE BARNES
Telephone: 850 595 3228 X246
E-mail: LESLIE-BARNES@ESCAMBIA.FL.US

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/07/15	GROUND		FOB DEST	QUOTE	NET30	
Entered By			Saleperson	Ordered By	Resale Number	
MARK SEVIGNY			MARK SEVINGY-TAMPA	TED WOOLCOCK		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
29	29	Y	MISC RR-GPS GPS KIT - RECEIVER AND ISM Warehouse: TAMP		173.3400	5,026.86
1	1	Y	RR-MRH1000HD APO RoadRunner MRH Series Removable HDD (Hard Disk Dri Warehouse: TAMP		478.6700	478.67
1	1	Y	RR-MRHHDS APOLLO HARD DISK DOCKING STATION Warehouse: TAMP		465.3400	465.34
29	29	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: TAMP		896.0000	25,984.00
<div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items & Quantities</div>						

Print Date	08/07/15
Print Time	12:29:29 PM
Page No.	2

Printed By: MARK SEVIGNY

Subtotal	147,917.75
Freight	0.00
Order Total	147,917.75

Woolcock, Ted

From: Jonathan Sizemore <JSizemore@lawsupply.com>
Sent: Monday, August 10, 2015 1:41 PM
To: Jonathan Sizemore
Subject: FW: Chief & Law Enforcement Supply



Remit To:
Chief Supply
PO Box 602763
Charlotte, NC 28260-2763

P 800.733.9281
F 704.548.0399
www.chiefsupply.com

Order Quote

Your Quote# 703085
Quote Date 08/10/15

Time

Your account rep is : RAY ROGERS
Order taken by : Jon Sizemore

Account# 302716
ESCAMBIA COUNTY AREA TRANSIT
FIRST TRANSIT 52966
1515 W FAIRFIELD DR
PENSACOLA, FL 32501-1128

Ship-to 0
ESCAMBIA COUNTY AREA TRANSIT
DIANNE HALL
AGM OF OPERATIONS
1515 W FAIRFIELD DR
PENSACOLA, FL 32501-1128

Contract: None

Ship via PREPAID-UPS GROUND from CHARLOTTE, NC warehouse.

PartNo	Description	UM	QtyOrd	UnitPrc	Extension
XSPSPCL	RR-MRH4-1000 - RoadRunner 8 Camera Capability 120ips Mobile DVR Power Cable RAS	EA	29	3,021.660	87,628.14
XSPSPCL	RR-C2 - Camera Color High Resolution with Audio Recording	EA	29	251.660	7,298.14

-	RR-CTMIRA25-C - Camera Color				
XSPSPCL	Vandal Resistant Interior High Resolution Day/Nigh	EA	87	348.330	30,304.71
XSPSPCL	RR-ICC20 - CAMERA CABLE ASSEMBLY 20' VIDEO/POWER	EA	87	41.660	3,624.42
XSPSPCL	RR-ICC45 - CAMERA CABLE ASSEMBLY 45' VIDEO/POWER	EA	29	41.660	1,208.14
XSPSPCL	RR-CMIRV7 - Camera Mount 7" Vandal-Resistant Mount for RR-CIR2 / RR-C2 Series C	EA	29	58.330	1,691.57
XSPSPCL	RR-ENV - OPTIONAL ENCLOSURE ENVIRONMENTAL PROTECTIVE STEEL ENCLOSURE	EA	29	455.000	13,195.00
XSPSPCL	RR-GPS - OPTIONAL GPS Kit GPS Receiver and iSM (Interactive Speed and Mapping)	EA	29	216.660	6,283.14
XSPSPCL	RR-MRH1000HD - RR MOBILE DVR REMOVABLE HDD 1.0TB FOR MRH SERIES	EA	1	598.330	598.33
XSPSPCL	RR-MRHHDS - HD DOCK STATION FOR MRH SERIES DVR	EA	1	698.000	698.00

Sub Total 152,529.59
Freight
Handling
Tax
Total 152529.59

JONATHAN SIZEMORE 800.326.4019 x4617 JSIZEMORE@LAWSUPPLY.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER.
THANK YOU FOR YOUR CONTINUED BUSINESS.
THIS QUOTE IS AUTHORIZED BY RAY ROGERS

Quote good for 30 days from issuance. After 30 days please call your representative to confirm pricing and re-issue the quote. Standard freight charges apply unless otherwise specified.

I understand that any returns are subject to the return policies of the manufacturer (up to a 50% restocking charge) plus shipping and handling fees. I acknowledge that all items that are customized to a customer's specifications (includes but is not limited to badges, gun racks, embroidery, screen printing, heat press, and helmet fronts) cannot be returned unless it is the vendor's error. All customized items are required to be approved by the customer for accuracy prior to the order being submitted to the manufacturer. My written or electronic approval of this order as presented here confirms that I accept these terms and agree to pay all fees attributed to any error on my part. I confirm that I am an authorized purchaser and commit to forward any invoice for prompt payment processing.

I understand that terms of payment are NET-30.

X _____

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PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Cameras for ECAT ITB# PD 14-15.027					
Bid Opening Time: 2:00 p.m. CST Bid Opening Date: 3/10/2015 Opening Location: Rm. 11.407		Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u> , on <u>Entity Crimes</u>	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Addenda	Total
NAME OF BIDDER							
Apollo Video Technology		Y	Y	Y	Y	Y	\$187,637
Law Enforcement Supply		Y	N	N	N	Y	\$235,574.77
BIDS OPENED BY:		Joe Pillitary, CPPO, CPPB, Purchasing Coordinator				DATE: March 10, 2015	
BIDS WITNESSED BY:		Lori Kistler, SOSA				DATE: March 10, 2015	
BIDS TABULATED BY:		Lori Kistler, SOSA				DATE: March 10, 2015	

CAR BOCC
DATE 4/9/2015 DATE 4/9/2015

The Purchasing Manager/Designee recommends to the BCC: To award a Purchase Order to Apollo Video Technology in the amount of \$187,637.

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.


JP/k

Posted 3/12/2015 @ 4:30p.m. CDT

Detailed Cost Proposal

Qty	Model No.	Description	Unit Cost	Ext. Cost
Equipment for 27 full size buses				
27	RR-MRH8-2000	RoadRunner 8 Camera Capability, 240ips Mobile DVR, Power Cable, 2.0TB Removable Hard Disk Drive	\$3,220	\$86,940
27	RR-GPS	GPS Kit: GPS Receiver and iSM (Interactive Speed and Mapping) Interface	\$145	\$3,915
27	RR-CF1	Camera, Forward-Facing Color Interior High Resolution, Day/Night, Varifocal Lens Camera w/ Adjustable Mount	\$510	\$13,770
54	RR-CTMIRA25	Camera, Color Vandal Resistant Interior High Resolution, Day/Night Mini Tapered Dome w/ IR Illumination & Audio Recording 2.5mm lens	\$235	\$12,690
54	RR-CTMIRA36	Camera, Color Vandal Resistant Interior High Resolution, Day/Night Mini Tapered Dome w/ IR Illumination & Audio Recording 3.6mm lens	\$235	\$12,690
54	RR-CT36	Camera, Color Vandal Resistant Exterior, High Resolution, Tapered UV Coated Dome 3.6mm lens	\$248	\$13,392
27	RR-CTM25	Camera, Color Vandal Resistant, Exterior, High Resolution, Miniature Tapered UV Coated Dome, 2.5mm lens	\$200	\$5,400
216	RR-ICC/CCA	Camera Cable Assembly, Video & Power Length Options: 10' - 70': RR-ICC10 - RR-ICC70	\$28	\$6,048
12	RR-ENV	Environmental Protective Enclosure	\$306	\$3,672
27	-	Installation of Above-Detailed Equipment*	\$798	\$21,546
			SUBTOTAL:	\$180,063
Equipment for 1 cutaway bus				
1	RR-MRH4-1000	RoadRunner 4 Camera Capability, 120ips Mobile DVR, Power Cable, RsM Software, 1.0TB Removable Hard Disk Drive	\$2,035	\$2,035
1	RR-GPS	GPS Kit: GPS Receiver and iSM (Interactive Speed and Mapping) Interface	\$145	\$145
1	RR-C236	Camera, Color High Resolution with Audio Recording 3.6mm lens	\$169	\$169
1	RR-CMIRV7	Camera Mount, 7" Vandal-Resistant Mount for RR-CIR2 / RR-C2 Series Cameras	\$39	\$39
1	RR-CTMIRA25	Camera, Color Vandal Resistant Interior High Resolution, Day/Night Mini Tapered Dome w/ IR Illumination & Audio Recording 2.5mm lens	\$235	\$235
2	RR-CTMIRA36	Camera, Color Vandal Resistant Interior High Resolution, Day/Night Mini Tapered Dome w/ IR Illumination & Audio Recording 3.6mm lens	\$235	\$470
1	RR-CT36	Camera, Color Vandal Resistant Exterior, High Resolution, Tapered UV Coated Dome 3.6mm lens	\$248	\$248
1	RR-S2C	2 Camera Video Switcher (Provides 2 Additional Switching Camera Inputs)	\$156	\$156
5	RR-ICC/CCA	Camera Cable Assembly, Video & Power Length Options: 10' - 70': RR-ICC10 - RR-ICC70	\$28	\$140
1	-	Installation of Above-Detailed Equipment*	\$698	\$698
			SUBTOTAL:	\$4,335
System-wide software, equipment, and training.				
2	RR-MRHHDS	Hard Disk Docking Station, for RoadRunner MRH Series DVR	\$392	\$784
5	RR-MRH2000HD	Removable Hard Disk Drive for RoadRunner Digital Video Recorder (DVR), 2.0TB	\$491	\$2,455
1	AVT-XS	Standard On-Site Support / Training Visit - up to 1 full day (8 hours) on-site Travel expenses are included for the United States and Canada only. NOTE: Initial On-Site Support Visit is included at No Additional Charge with Minimum Software and Equipment Purchase of \$75,000	\$1,975	\$1,975
-	-	License-Free RsM and RsPlayer Software - Includes Lifetime Updates	Included	Included
-	-	Standard Warranty: 2-Years all Apollo Video equipment	Included	Included
			SUBTOTAL	\$5,214
			Less Discount of AVT-XS	-\$1,975
			SUBTOTAL	\$3,239
			GRAND TOTAL	\$187,637

*Installation quote assumes typical field camera placement with minimal structural vehicle modifications required. Removal of, or modifications of non-serviceable OEM vehicle components may incur additional charge.

Payment Terms: Net 30. Pricing and Terms are Valid for 90 days. Freight charges for the initial bid purchase are included at no additional charge.

Additional Options and Accessories

NOTE: Installation costs (if applicable) are additional and not included in unit costs

Model No.	Description	Unit Cost
High Capacity RoadRunner Series Digital Video Recorder (DVR), 16 Camera Capability:		
RR-MRH16-1000	RoadRunner 16 Camera Capability, 480ips Mobile DVR, Power Cable, RsM Software, 1.0TB Removable Hard Disk Drive	\$4,758
RR-MRH16-2000	RoadRunner 16 Camera Capability, 480ips Mobile DVR, Power Cable, RsM Software, 2.0TB Removable Hard Disk Drive	\$4,847
RR-MRH16-3000	RoadRunner 16 Camera Capability, 480ips Mobile DVR, Power Cable, RASplus Software, 3.0TB Removable Hard Disk Drive	\$4,937
RR-MRH16-120S	RoadRunner 16 Camera Capability, 480ips Mobile DVR, Power Cable, RsM Software, 120GB Removable Solid-State Drive	\$4,954
RR-MRH16-240S	RoadRunner 16 Camera Capability, 480ips Mobile DVR, Power Cable, RsM Software, 240GB Removable Solid-State Drive	\$5,543
RR-MRH16-480S	RoadRunner 16 Camera Capability, 480ips Mobile DVR, Power Cable, RsM Software, 480GB Removable Solid-State Drive	\$5,941
High Capacity RoadRunner Series Digital Video Recorder (DVR), 12 Camera Capability:		
RR-MRH12-1000	RoadRunner 12 Camera Capability, 480ips Mobile DVR, Power Cable, RsM Software, 1.0TB Removable Hard Disk Drive	\$3,733
RR-MRH12-2000	RoadRunner 12 Camera Capability, 480ips Mobile DVR, Power Cable, RsM Software, 2.0TB Removable Hard Disk Drive	\$3,822
RR-MRH12-3000	RoadRunner 12 Camera Capability, 480ips Mobile DVR, Power Cable, RASplus Software, 3.0TB Removable Hard Disk Drive	\$3,911
RR-MRH12-120S	RoadRunner 12 Camera Capability, 480ips Mobile DVR, Power Cable, RsM Software, 120GB Removable Solid-State Drive	\$3,929
RR-MRH12-240S	RoadRunner 12 Camera Capability, 480ips Mobile DVR, Power Cable, RsM Software, 240GB Removable Solid-State Drive	\$4,518
RR-MRH12-480S	RoadRunner 12 Camera Capability, 480ips Mobile DVR, Power Cable, RsM Software, 480GB Removable Solid-State Drive	\$4,916

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High Capacity RoadRunner Series Digital Video Recorder (DVR) 8 Camera Capability:

RR-MRH8-1000	RoadRunner 8 Camera Capability, 240ips Mobile DVR, Power Cable, RsM Software, 1.0TB Removable Hard Disk Drive	\$3,172
RR-MRH8-3000	RoadRunner 8 Camera Capability, 240ips Mobile DVR, Power Cable, RASplus Software, 3.0TB Removable Hard Disk Drive	\$3,350
RR-MRH8-120S	RoadRunner 8 Camera Capability, 240ips Mobile DVR, Power Cable, RsM Software, 120GB Removable Solid-State Drive	\$3,368
RR-MRH8-240S	RoadRunner 8 Camera Capability, 240ips Mobile DVR, Power Cable, RsM Software, 240GB Removable Solid-State Drive	\$3,957
RR-MRH8-480S	RoadRunner 8 Camera Capability, 240ips Mobile DVR, Power Cable, RsM Software, 480GB Removable Solid-State Drive	\$4,355

High Capacity RoadRunner Series Digital Video Recorder (DVR) 4 Camera Capability:

RR-MRH4-1000	RoadRunner 4 Camera Capability, 120ips Mobile DVR, Power Cable, RsM Software, 1.0TB Removable Hard Disk Drive	\$2,062
RR-MRH4-2000	RoadRunner 4 Camera Capability, 120ips Mobile DVR, Power Cable, RsM Software, 2.0TB Removable Hard Disk Drive	\$2,151
RR-MRH4-3000	RoadRunner 4 Camera Capability, 120ips Mobile DVR, Power Cable, RASplus Software, 3.0TB Removable Hard Disk Drive	\$2,240
RR-MRH4-120S	RoadRunner 4 Camera Capability, 120ips Mobile DVR, Power Cable RsM Software, 120GB Removable Solid-State Drive	\$2,257
RR-MRH4-240S	RoadRunner 4 Camera Capability, 120ips Mobile DVR, Power Cable, RsM Software, 240GB Removable Solid-State Drive	\$2,846
RR-MRH4-480S	RoadRunner 4 Camera Capability, 120ips Mobile DVR, Power Cable, RsM Software, 480GB Removable Solid-State Drive	\$3,244

RoadRunner System Analog Cameras:

RR-CTMIRA	Camera, Color Vandal Resistant Interior High Resolution, Day/Night Mini Tapered Dome w/ IR Illumination & Audio Recording Lens Options: 2.5mm: RR-CTMIRA25 3.6mm: RR-CTMIRA36; Orientation Options: Ceiling: RR-*****C; Side: RR-*****S	\$238
RR-CTM	Camera, Color Vandal Resistant, Exterior, High Resolution, Miniature Tapered UV Coated Dome, 2.9mm Orientation Options: Ceiling: RR-CTM-C; Side: RR-CTM-S	\$203
RR-CTIR	Camera, Color Vandal Resistant Interior/Exterior, High Resolution, Day/Night Tapered Dome w/ IR Illumination Lens Options: 2.5mm: RR-CTIR25 3.6mm: RR-CTIR36	\$251
RR-C2	Camera, Color High Resolution with Audio Recording Lens Options: 2.5mm: RR-C225 3.6mm: RR-C236 6.0mm: RR-C260 8.0mm: RR-C280 12mm: RR-C212	\$171
RR-CTIRA	Camera, Color Vandal Resistant Interior High Resolution, Day/Night Tapered Dome w/ IR Illumination & Audio Recording 2.5mm: RR-CTIRA25 3.6mm: RR-CTIRA36	\$286
RR-CW1	Camera, Color Vandal Resistant High Resolution Interior/Exterior Wedge Orientation Options: Curbside: RR-CW1-CS Street side: RR-CW1-SS Front view: RR-CW1-FV	\$302

Camera Cable Assemblies:

RR-ICC	Camera Cable Assembly, Video & Power Length Options: 10' - 70': RR-ICC10 - RR-ICC70	\$28
RR-ICCA	Camera Cable Assembly, Video, Power & Audio Length Options: 10' - 60': RR-ICCA10 - RR-ICCA60	\$28

Camera Enclosures and Mounts:

RR-CMIRS6	Camera Mount, 6" Swivel Mount for RR-C2 Series Cameras	\$40
RR-CEIR	Camera Enclosure, Vandal-Resistant Enclosure for RR-CIR2 Series Cameras	\$25
RR-CMIRS3	Camera Mount, 3" Swivel Mount for RR-C2 Series Cameras	\$35
RR-CMIRS6	Camera Mount, 6" Swivel Mount for RR-C2 Series Cameras	\$40
RR-CMCS	Camera Mount, Adapter for Curved Exterior Surfaces (for RR-CSRIR Series Cameras)	\$28

Wireless Cellular:

NOTE: Please refer to "Service and Support" pricing for wireless configuration services

RR-WC320-A	Mobile Cellular Router with LTE/MIMO/WiFi Antenna, AT&T NOTE: SIM card and monthly service is not included and must be arranged through a local provider	\$939
RR-WC320-V	Mobile Cellular Router with LTE/MIMO/WiFi Antenna, Verizon NOTE: SIM card and monthly service is not included and must be arranged through a local provider	\$939
RR-WC320-S	Mobile Cellular Router with LTE/MIMO/WiFi Antenna, Sprint NOTE: SIM card and monthly service is not included and must be arranged through a local provider	\$939

VioNet Series Mobile Routers:

NOTE: Please refer to "Service and Support" pricing for wireless configuration services

VN-3001	VioNet 3000 Series Mobile Router WiFi, GPS, Cables, Antenna	\$1,790
VN-3011A	VioNet 3000 Series Mobile Router WiFi, GPS, Cables, Antenna and Cellular Card (AT&T) NOTE: Monthly service is not included and must be arranged through AT&T	\$1,989
VN-3011B	VioNet 3000 Series Mobile Router WiFi, GPS, Cables, Antenna and Cellular Card (Verizon) NOTE: Monthly service is not included and must be arranged through Verizon	\$1,989
VN-3021C	VioNet 3000 Series Mobile Router WiFi, GPS, Cables, Antenna and 2 Cellular Cards (AT&T & Verizon) NOTE: Monthly service is not included and must be arranged through AT&T and Verizon	\$2,188

Wireless LAN:

NOTE: Please refer to "Service and Support" pricing for wireless configuration services

RR-WT221	Wireless 802.11a/b/g/n Industrial Mobile Access Point w/ Rubber Duck Antenna	\$413
RR-A220A	Dual-Band Ruggedized Antenna, Single Input For 5' cables, order RR-A220A1; for 20' cables, order RR-A220A2	\$119
RR-A220B	Dual-Band Ruggedized MIMO Antenna, Dual Input For 5' cables, order RR-A220B1; for 20' cables, order RR-A220B2	\$222
RR-WT210	Wireless LAN Industrial Access Point, Bridge and Exterior Antenna	\$413
RR-WT210-DUO	Wireless LAN Industrial A/P Dual Addition	\$437
RR-WR210B	Wireless LAN Industrial Access Point and Magnetic Mount Antenna, Vehicle Power Plug	\$421

NOTE: Pricing for wireless configuration services is included in the "Service and Support" pricing

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RoadRunner MRH Accessories:

AVT-NIU	niu (Network Intelligent Interface Unit)	
RR-EHMRH	Environmental Protective Heater for MRH Series DVR	\$406
RR-M2i	Surface Mount Microphone with Gain Control, Cabling	\$79
RR-DMPLCD	Display Package (7" LCD Display, Mouse, Cabling and Mounts)	\$158
RR-DLCPD1	Display, 17" Color On-Board Progressive Scan Monitor with Ruggedized Mount	\$657
RR-DBPLCD	Backup Display Package (7" LCD, RR-CSRIR30, Cabling and Mount)	\$875
		\$657

Additional / Replacement Storage:

RR-MRH1000HD	Removable Hard Disk Drive for RoadRunner Digital Video Recorder (DVR), 1.0TB	
RR-MRH2000HD	Removable Hard Disk Drive for RoadRunner Digital Video Recorder (DVR), 2.0TB	\$408
		\$497
RR-MRH240SD	Removable Solid-State Drive RoadRunner Digital Video Recorder (DVR), 240GB	
RR-MRH480SD	Removable Solid-State Drive RoadRunner Digital Video Recorder (DVR), 480GB	\$1,193
		\$1,591

RoadRunner HD™ High Definition Mobile Recording Systems

RoadRunner SeriesHD High Definition DVR 16 Camera Capability:

RR-HDR16-3000	RoadRunner HD 16 Camera Mobile Recorder, RsM™ Software, Power Cable, Event Switch and Removable 3.0TB Hard Disk Drive	\$5,956
RR-HDR16-2000	RoadRunner HD 16 Camera Mobile Recorder, RsM™ Software, Power Cable, Event Switch and Removable 2.0TB Hard Disk Drive	\$5,867
RR-HDR16-1000	RoadRunner HD 16 Camera Mobile Recorder, RsM™ Software, Power Cable, Event Switch and Removable 1.0TB Hard Disk Drive	\$5,778
RR-HDR16-480S	RoadRunner HD 16 Camera Mobile Recorder, RsM™ Software, Power Cable, Event Switch and Removable 480GB Solid-State Drive	\$6,961

RoadRunner SeriesHD High Definition DVR 12 Camera Capability:

RR-HDR12-3000	RoadRunner HD 12 Camera Mobile Recorder, RsM™ Software, Power Cable, Event Switch and Removable 3.0TB Hard Disk Drive	\$4,931
RR-HDR12-2000	RoadRunner HD 12 Camera Mobile Recorder, RsM™ Software, Power Cable, Event Switch and Removable 2.0TB Hard Disk Drive	\$4,842
RR-HDR12-1000	RoadRunner HD 12 Camera Mobile Recorder, RsM™ Software, Power Cable, Event Switch and Removable 1.0TB Hard Disk Drive	\$4,753
RR-HDR12-480S	RoadRunner HD 12 Camera Mobile Recorder, RsM™ Software, Power Cable, Event Switch and Removable 480GB Solid-State Drive	\$5,936

RoadRunner SeriesHD High Definition DVR 8 Camera Capability:

RR-HDR08-3000	RoadRunner HD 8 Camera Mobile Recorder, RsM™ Software, Power Cable, Event Switch and Removable 3.0TB Hard Disk Drive	\$4,370
RR-HDR08-2000	RoadRunner HD 8 Camera Mobile Recorder, RsM™ Software, Power Cable, Event Switch and Removable 2.0TB Hard Disk Drive	\$4,281
RR-HDR08-1000	RoadRunner HD 8 Camera Mobile Recorder, RsM™ Software, Power Cable, Event Switch and Removable 1.0TB Hard Disk Drive	\$4,192
RR-HDR08-480S	RoadRunner HD 8 Camera Mobile Recorder, RsM™ Software, Power Cable, Event Switch and Removable 480GB Solid-State Drive	\$5,374

RoadRunner SeriesHD High Definition DVR 4 Camera Capability:

RR-HDR04-3000	RoadRunner HD 4 Camera Mobile Recorder, RsM™ Software, Power Cable, Event Switch and Removable 3.0TB Hard Disk Drive	\$3,259
RR-HDR04-2000	RoadRunner HD 4 Camera Mobile Recorder, RsM™ Software, Power Cable, Event Switch and Removable 2.0TB Hard Disk Drive	\$3,170
RR-HDR04-1000	RoadRunner HD 4 Camera Mobile Recorder, RsM™ Software, Power Cable, Event Switch and Removable 1.0TB Hard Disk Drive	\$3,081
RR-HDR04-480S	RoadRunner HD 4 Camera Mobile Recorder, RsM™ Software, Power Cable, Event Switch and Removable 480GB Solid-State Drive	\$4,264

RoadRunner HD High Definition Interior Cameras:

RR-HDMCF1	RoadRunner HD Camera - Forward-Facing Interior High Definition, Day/Night, Color w/ Varifocal Lens and Adjustable Mount	\$596
RR-HDMCTDIRA	RoadRunner HD Camera - Vandal Resistant, IP Addressable, High Definition Tapered Color Dome w/ IR Illumination & Audio Recording	\$334

RoadRunner HD High Definition Exterior Cameras:

RR-HDMCTD	RoadRunner HD Camera - Vandal Resistant, Exterior, IP Addressable, High Definition Tapered UV-Coated Color Dome	\$334
RR-HDMCW1	RoadRunner HD Camera - Vandal Resistant, Exterior High Definition IP Addressable, High Definition Varifocal Color Wedge	\$349
RR-HDMCW1-TG	RoadRunner HD Camera - Vandal Resistant, Exterior High Definition IP Addressable, High Definition Varifocal Color Wedge, Tempered Glass Viewing Window	\$377

RoadRunner HD Camera Cable Assemblies:

RR-HDICC	Camera Cable Assembly, Video, Power & Audio / Video & Power for HD Cameras	\$28
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Roadrunner HD Wireless Cellular:

NOTE: Please refer to "Service and Support" pricing for wireless configuration services

RR-HDWC320-A	Mobile Cellular Router with LTE/MIMO/WiFi Antenna, AT&T NOTE: SIM card and monthly service is not included and must be arranged through a local provider	\$939
RR-HDWC320-V	Mobile Cellular Router with LTE/MIMO/WiFi Antenna, Verizon NOTE: SIM card and monthly service is not included and must be arranged through a local provider	\$939
RR-HDWC320-S	Mobile Cellular Router with LTE/MIMO/WiFi Antenna, Sprint NOTE: SIM card and monthly service is not included and must be arranged through a local provider	\$939

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RE: Paratransit Camera's

Claudia A. Simmons

Sent: Thursday, October 15, 2015 1:02 PM

To: Colette J. Wiedeman

Cc: Donald A. Christian III

Based on that you can take a recommendation to the Board for the purchase. When that is done, you can enter a requisition and we will do the P.O.
Claudia

-----Original Message-----

From: Colette J. Wiedeman

Sent: Thursday, October 15, 2015 1:00 PM

To: Claudia A. Simmons

Cc: Donald A. Christian III

Subject: RE: Paratransit Camera's

Claudia,

Please see below my responses to your questions.

Can you please advise what the next step will be.

Regards,

From: Colette J. Wiedeman

Sent: Tuesday, September 29, 2015 7:23 AM

To: Claudia A. Simmons

Cc: Donald A. Christian III

Subject: RE: Paratransit Camera's

Good morning,

The cost is just under \$123,000

All items for this purchase are listed on the price list in the BID.

Using the BID at 7 months is within guidelines.

Regards

Sent from my Verizon Wireless 4G LTE smartphone Colette Wiedeman Grant Manager

Escambia County Area Transit

1515 W Fairfield Drive

Pensacola, FL 32501

Office 850-595-3224

Cell 850-696-5081

Fax 850-595-3222

cjwiedeman@co.escambia.fl.us

From: Claudia A. Simmons

Sent: Thursday, October 15, 2015 12:50 PM
To: Colette J. Wiedeman
Cc: Donald A. Christian III
Subject: RE: Paratransit Camera's

I never got the answer to the questions. You should be able to purchase based on the original bid, if every thing is exactly the same.

-----Original Message-----

From: Colette J. Wiedeman
Sent: Thursday, October 15, 2015 11:44 AM
To: Claudia A. Simmons
Subject: RE: Paratransit Camera's

Good Morning Claudia,

Don Christian has asked that I follow up with you on this purchase. Can you please tell me what decision was made and was stage we are at? Would purchasing prepare the rec to the board?

Regards,

Colette Wiedeman
Grant Manager

Escambia County Area Transit
1515 W Fairfield Drive
Pensacola, FL 32501
Office 850-595-3224
Cell 850-696-5081
Fax 850-595-3222
cjwiedeman@co.escambia.fl.us

From: Claudia A. Simmons
Sent: Monday, September 28, 2015 4:22 PM
To: Colette J. Wiedeman
Subject: RE: Paratransit Camera's

How much will this one be? Are the cameras and extras exactly the same as the items that were bid and will the price be exactly the same with this purchase? Also, do you have an ok from the granting authority to use the previous bid which is 7 months old?

From: Colette J. Wiedeman
Sent: Monday, September 28, 2015 4:00 PM
To: Claudia A. Simmons
Subject: RE: Paratransit Camera's

We purchased the cameras from the original bid. Have done one small PO for an additional Trolley here at ECAT. And then this one.

Thanks,

Colette Wiedeman
Grant Manager

Escambia County Area Transit

1515 W Fairfield Drive
Pensacola, FL 32501
Office 850-595-3224
Cell 850-696-5081
Fax 850-595-3222
cjwiedeman@co.escambia.fl.us<mailto:cjwiedeman@co.escambia.fl.us>

From: Claudia A. Simmons
Sent: Monday, September 28, 2015 3:56 PM
To: Colette J. Wiedeman
Subject: RE: Paratransit Camera's
Collette,
Is this the 3rd purchase of cameras since we did the bid?
Claudia

From: Colette J. Wiedeman
Sent: Monday, September 28, 2015 3:01 PM
To: Claudia A. Simmons
Cc: Donald A. Christian III; Amy L. Lovoy; Ted Woolcock; Mike Crittenden
Subject: Paratransit Camera's

Good Afternoon All

The required Camera's are available on GSA Contract #GS-07F-0776X.
BID 14-15.027 was awarded to Apollo Video Technology to supply and Install camera's on ECAT buses in February 2015 The purchase of Camera's for the Paratransit Vehicles is for the same camera's as provided for on BID 14-15.027 Attached Quote from Apollo Video #150456C reflects that the same prices awared in BID 14-15.027 are quoted again on this project Quote's from Dana Safety Supply #159479, and Chief and Law Enforcement Supply #703085 are approx \$30,000 higher than price quoted from Apollo Video from the GSA Contract and BID 14-15.027 Our Maintenance employees and our Safety Department are trained on Apollo Video equipment

With all due respect, I believe that we have done our due diligence in following Escambia County Procedures for Piggybacking, and in an effort to expedite purchase and installation of camera's on all Paratransit Vehicles in Escambia County, we submit this for your final review.

However, I understand that it has been decided that this project should be put out for BID, so I am also including the documents for the BID process.

Please let me know if you require any further information.

Regards,

Colette Wiedeman
Grant Manager

Escambia County Area Transit
1515 W Fairfield Drive
Pensacola, FL 32501
Office 850-595-3224
Cell 850-696-5081
Fax 850-595-3222
cjwiedeman@co.escambia.fl.us<mailto:cjwiedeman@co.escambia.fl.us>



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9269

County Administrator's Report 11. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Acceptance of a Drainage Easement on West Detroit Boulevard

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Drainage Easement on West Detroit Boulevard - 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 from Empire Truck Sales, LLC, located at 2241 Detroit Boulevard:

A. Accept the donation of a drainage easement, located at 2241 Detroit Boulevard, from Empire Truck Sales, LLC;

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

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

BACKGROUND:

Empire Truck Sales, LLC, has submitted plans to construct a truck sales facility on their property, which is located south off West Detroit Boulevard just east of the I-10 ramp to Pine Forest Road. Currently, the County has a Drainage Easement on the north side of West Detroit Boulevard that routes stormwater under West Detroit Boulevard to a natural drainage area on the Empire Truck Sales, LLC, property.

The natural drainage area is located along the easternmost property boundary of Empire Truck Sales, LLC, which lies within the Eight Mile Creek Drainage Basin. The County requested donation of a Drainage Easement over this area from Empire Truck Sales, LLC, to accommodate future County drainage improvements within the Basin area. Empire Truck Sales, LLC, has agreed to donate the Drainage Easement, which consists of varying width (approximately 8,712 square feet), to the County.

Board approval is required for the acceptance of the donated Drainage Easement.

BUDGETARY IMPACT:

Funds for incidental expenses associated with 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 Easement was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Codes.

Attachments

Drainage Easement

Parcel Information

Aerial Map

Prepared by:
Larry Goodwin
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

Empire Truck Sales

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT
(Limited Liability Company)

THIS DRAINAGE EASEMENT made this 16th day of October, 2015, by and between Empire Truck Sales, LLC, a foreign limited liability company, the successor by merger with Empire Truck Sales, Inc., whose mailing address is 373 Highway 49 South, Richland, Mississippi 39208 (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 13, Township 01 South, Range 31 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:

Empire Truck Sales, LLC,
a foreign limited liability company

Witness

Print Name

Hugh F. Langley

Witness

Print Name

Penny R. Barrentine

By:

(signature)

Gerald S. Swanson, Manager

STATE OF MISSISSIPPI
COUNTY OF RANKIN

The foregoing instrument was acknowledged before me this 16th day of October, 2015, by Gerald S. Swanson as Manager of Empire Truck Sales, LLC. He ☒ is personally known to me, or ☐ produced current _____ as identification.

(Notary Seal)



Teresa G. Hood

Signature of Notary Public

Teresa G. Hood

Printed Name of Notary Public

ACCEPTANCE

This Drainage Easement 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~~
Grover C. Robinson, IV, Chairman

Deputy Clerk

This document approved as to form
and legal sufficiency.


By 
Title Asst. County Attorney
Date Oct. 20, 2015

Exhibit "A"

LINE OF DETROIT BOULEVARD
PER DETROIT MAP FOR SECTION
NO. 4326-401 LAST REVISED IN 1994.

DETROIT BOULEVARD - RIGHT OF WAY VARIES

RIGHT OF WAY
SUBDIVISION
EASEMENT

DRAINAGE EASEMENT
0.30 ACRES MORE OR LESS

LOT 10
INTERSTATE 10 - 300' RIGHT OF WAY (STATE ROAD 8)
DEED BOOK 114 PAGE 77

LOT 9



VARIABLE WIDTH DRAINAGE EASEMENT

BEGINNING AT THE SOUTHWEST CORNER OF MOBILE TRAIL SUBDIVISION, AS RECORDED IN PLAT BOOK 12, PAGE 86, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE S88°59'57"E ALONG THE NORTH LINE OF DETROIT BOULEVARD (RIGHT OF WAY VARIES) FOR A DISTANCE OF 66.12 FEET TO A POINT; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE PROCEED S71°4'35"W FOR A DISTANCE OF 54.63 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID DETROIT BOULEVARD AND THE POINT OF BEGINNING; THENCE CONTINUE S71°4'35"W FOR A DISTANCE OF 314.54 FEET TO A POINT; THENCE PROCEED S5°59'17"E FOR A DISTANCE OF 143.59 FEET; THENCE PROCEED N5°59'17"E FOR A DISTANCE OF 130.82 FEET; THENCE PROCEED N5°59'17"E FOR A DISTANCE OF 44.37 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF DETROIT BOULEVARD (RIGHT OF WAY VARIES); THENCE PROCEED S88°59'57"E FOR A DISTANCE OF 66.12 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

CONTAINING 0.30 ACRES MORE OR LESS

VARIABLE WIDTH DRAINAGE EASEMENT

IN A PORTION OF SECTION 12
TOWNSHIP 1 SOUTH, RANGE 31 WEST

ESCAMBIA COUNTY, FLORIDA

EXHIBIT

PREPARED FOR:
EMPIRE TRUCK SALES LLC



FABRE ENGINEERING INC.
ENGINEERS ♦ PLANNERS ♦ SURVEYORS

110 GREGORY SQUARE, PENSACOLA, FL 32502, PH 850-432-6438
21530 PROFESSIONAL DRIVE, SUITE B-105, ROBERTSDALE, AL 36567, PH 251-945-1937
FL LIC# S L.B. 00064799, E.B. 0007215 AL LIC# CA-487-LS, CA-1630 E

DATE: 10/14/2015

BY: [Signature]

PROJECT: 215

DATE: 10/14/2015

FILE: 10/14/2015

10/14/2015

10/14/2015

10/14/2015

10/14/2015

10/14/2015

[ECPA Home](#)

Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
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General Information

Reference: 131S311100001010
Account: 090561700
Owners: EMPIRE TRUCK SALES INC
Mail: PO BOX 6038
 JACKSON, MS 39208
Situs: 2241 DETROIT BLVD 32534
Use Code: VACANT COMMERCIAL [🔍](#)
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

2014 Certified Roll Assessment

Improvements: \$0
Land: \$55,746
Total: \$55,746
[Non-Homestead Cap:](#) \$55,746

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1998	4352	370	\$250,000	WD	View Instr
08/1998	4310	17	\$75,000	WD	View Instr
01/1970	475	702	\$2,300	WD	View Instr
01/1969	427	114	\$3,300	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions

None

Legal Description

LT 10 LYING N OF STATE RD NO 8 OR 4352 P 370

Extra Features

None

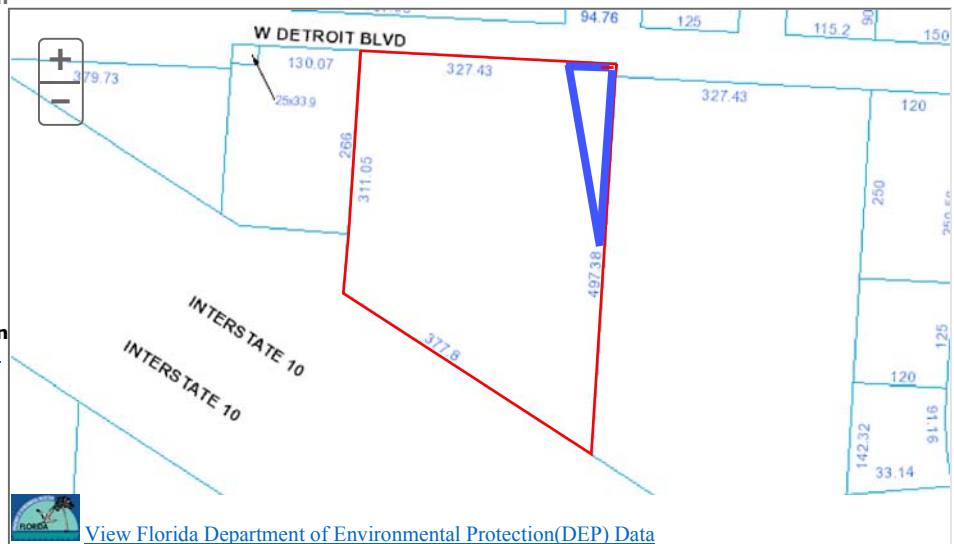
Parcel Information

Section
Map Id:
[13-1S-31-1](#)

Approx. Acreage:
 3.2600

Zoned: [🔍](#)
 HC/LI

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:06/02/2015 (tc.4356)

EMPIRE TRUCK SALES PROJECT



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 10/01/15 DISTRICT 3



EMPIRE TRUCK SALES, LLC., PROPERTY



APPROXIMATE LOCATION OF DRAINAGE EASEMENT



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9326

County Administrator's Report 11. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Purchase Order in Excess of \$50,000

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Fiscal Year 2014/2015 Purchase Order in Excess of \$50,000, for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of a Purchase Order in excess of \$50,000, for the Public Safety Department to Sunbelt Fire, Inc., (Vendor Number 195886), in the amount of \$150,000, for the purchase of parts and fire apparatus maintenance.

[Funding: Fund 143, Fire Protection Fund, Cost Center 330206, Object Code 54601, Repair and Maintenance]

BACKGROUND:

Escambia County Fire Rescue has over 30 fire apparatus that are made by E-one. Sunbelt Fire has the exclusive rights for E-one products/parts and repair in our area. A Intent to Purchase from single source, reference: SS14-15.001 was posted on the county website per procedure No: PP-060 Tuesday, September 29,2015 through October 6,2015 with no response.

BUDGETARY IMPACT:

\$150,000 is available in Fund 143 (Fire Protection Fund), Cost Center 330206, Object Code 54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order after board approval.

Attachments

PP-060

Sunbelt Single Source



Board of County Commissioners
Office of Purchasing
Title: Source Selection

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

Procedure No: PP-060

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I. Purpose

To provide policies and procedures for the selection of sources.

II. Scope

These policies and procedures will cover the following methods of source selection: Competitive Sealed Bidding; Competitive Sealed Proposals; Request for Letters of Interest; Small Purchases; Single Source/Non-Competitive Negotiations Single/Brand; and Emergency Purchases.

Note: Procedural detail on source selection and processes may be found in the Office of Purchasing Operational Procedures:

- Guidelines for Bid Evaluation, Proposal Review Committees, and Selection Negotiation Committees.
- Negotiation Guidelines – Professional Services Contracts

III. Responsibility

The Purchasing Manager has the responsibility for maintaining a uniform contract format and set of forms to serve the bid process. Consideration should include the need for mechanisms for vendor notification, bid analysis and summary, bid bonds, bidder's mailing list applications, invitations for bids, instructions to bidders, notices of award, and sealed bid envelopes.

The Purchasing Manager may conduct a **pre-qualification process** in which the responsibility of potential vendors/contractors is evaluated and may then limit acceptance of bids or responses to those vendors/contractors deemed qualified in such process.

The Purchasing Agent is responsible, under the supervision of the Purchasing Manager, for obtaining bids on all supplies and services according to Escambia County Code of Ordinance Chapter 46, Article II, Purchases and Contracts and County Policies.

Answers to technical questions raised during the bidding process should be provided by the using department. The Purchasing Agent should coordinate the reply and ensure that all potential suppliers are provided the same information.

After all bids have been received and examined for completeness, a bid tabulation is to be prepared, noting all the pertinent data and exceptions. A recommendation for award will be prepared by the Office of Purchasing by the Purchasing Manager or his designee only after all aspects, including the comments and recommendations of the client department's Director or Designee have been considered and documented on the Recommendation to Award Determination Checklist Form #F0125.



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The information gathered will be kept with the bid file as backup documentation. On request, a copy of each bid response may be sent to the using department, along with the bid tabulation sheet.

IV. Competitive Sealed Bidding

A. Policy

All County contracts shall be awarded by competitive sealed bidding except as otherwise provided for in these sections: "Competitive Sealed Proposals," "Request for Letters of Interest," "Small Purchases," "Single Source/Non-Competitive Negotiations, Single/Brand," and "Emergency Purchases."

1. Invitation For Bids. An Invitation for Bids shall be issued for purchases of \$50,000 and over shall include specifications and all contractual terms and conditions applicable to the purchase.
2. Public Notice. Adequate public notice of the Invitation for Bids shall be given prior to the bid opening date set forth in the Invitation for Bids. A minimum of fourteen (14) calendar days should be provided. Such notice may be published in a newspaper of general circulation. The notice shall state the date and time of the bid opening.
3. Bid Opening. Bids shall be opened publicly in the presence of two or more people at the time and date designated in the Invitation for Bids. The amount of each bid and such other relevant information as deemed appropriate, together with the name of each bidder, shall be recorded, records and bids shall be open for public inspection.
4. Acceptance. Bids shall be unconditionally accepted without alteration or correction, except as authorized by the Escambia County Code of Ordinances.
5. Bid Cancellation or Postponement – The Purchasing Manager, for good cause, may, prior to bid opening, elect to cancel a bid or postpone the date and/or time of bid submission or opening. After a bid opening the Purchasing Manager may cancel a bid if no or only one (1) responsive, responsible bid is received, if the lowest most responsive, most responsible bid is in excess of the funding limits, (+ or -15%), established by the County for that bid, or if it is deemed that it is not in the best interest of the County to continue with the procurement. In the event of discovery after bid opening of a patent irregularity or procedural flaw which is so severe as to render the process invalid, or in the event that the County determines that the need for the procurement no longer exists and will not exist in the immediate future, the Purchasing Manager may cancel the bid.



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6. Corrections, Additions to and Withdrawal of Bids

a. The following shall govern the correction of information submitted in a bid when that information is a determinant of the responsiveness of the bid according to Chapter 46-86 Changes/Amendments after award.

(1) Errors in the extension of unit prices stated in a bid or in multiplication, division, addition, or subtraction in a bid may be corrected by the Purchasing Manager prior to award. In such cases, the unit prices shall not be changed.

(2) No bidder shall be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid, except that any bidder may correct errors in extension of unit prices stated in the bids, or in multiplication, division, addition, or subtraction. In such cases, unit prices bid shall not be changed.

b. A bidder who is alleging a judgmental mistake of fact shall not be permitted to withdraw his/her bid after bid opening. If such bidder unilaterally withdraws his/her bid without permission after bid opening, the Purchasing Manager may suspend the vendor from receiving new orders from the County for up to two years, dating from the date of unilateral withdrawal.

c. A bidder alleging a nonjudgmental mistake of fact may be permitted to withdraw his/her bid only when it is determined by the Purchasing Manager that there is reasonable proof that such a mistake was made and, if the bid is the low bid, that the intended bid cannot be determined with reasonable certainty. If a bidder unilaterally withdraws his/her bid without permission after bid opening, the Purchasing Manager may suspend the vendor from receiving new orders from the County for up to two (2) years, dating from the date of the unilateral withdrawal.

d. Information in a bid, which concerns the responsibility of the bidder, shall not necessarily be considered conclusive at the time of bid opening, except when the Invitation for Bids unequivocally states that the bid shall not be considered responsive unless the particular information is provided in the bid. When such information has not been so declared as a determinant of responsiveness of the bid.

(1) The Purchasing Manager may determine that the information submitted concerning the responsibility of the bidder is so administratively inadequate as to warrant a recommendation of rejection of the bid based on the lack of demonstrated bidder responsibility.

(2) The Purchasing Manager may, after bid opening, request additional information of the bidder concerning his responsibility to perform; and the bidder



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may voluntarily, after bid opening, provide additional or corrective information concerning this responsibility as a bidder. The Purchasing Manager shall consider this and all other information gained prior to the time of award or rejection in making his determinations and recommendations concerning bid acceptance and award.

e. A bid shall be considered responsive only if it conforms to the requirement of the Invitation for Bids concerning pricing, surety, insurance, specifications of the goods or services requested, and any other matters unequivocally stated in the Invitation for Bids as a determinant of responsiveness, provided, however, that the alternative methods may be considered and awarded unless specifically prohibited. A lack of conformity on these matters which is no substantive in nature may be considered a technicality or irregularity which may be waived by the Purchasing Manager. Failure by the bidder to execute the County's contractual services acknowledgment form, binding the bidder's offer, shall result in such bid being rejected as non-responsive.

7. Evaluation

- a. The County reserves the right to accept or reject any and all bids and to make award to the lowest most responsive and most responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid and whose award will, in the opinion of the County, be in the best interest of and most advantageous to the County.
- b. Factors to be considered in determining whether the standard of responsibility has been met shall include whether a prospective contractor/vendor has:
 - 1) Available the appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirement;
 - 2) A satisfactory record of performance;
 - 3) A satisfactory record of integrity;
 - 4) Qualified legally to contract with the County;
 - 5) Supplied all necessary information in connection with the inquiry concerning responsibility including but not limited to any licenses, permits, insurance or organization papers required; and



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- 6) Been suspended, debarred, or otherwise disciplined by the County, any state agency or subdivision, or the federal government for violations of procurement ordinances or laws.
- 7) Met the criteria for Local Preference as defined by the Escambia County Code of Ordinance 46-110 Local Preference in Bidding.

The prospective contractor/vendor shall supply information requested by the County concerning the responsibility of such contractor/vendor. If such contractor/vendor fails to supply the requested information, the County shall base the determination of responsibility upon any available information or may find the prospective contractor/vendor nonresponsible if such information is not submitted within the time specified by the County.

- c. The County may conduct a prequalification process in which the responsibility of potential vendors/contractors is evaluated and shall then limit acceptance of bids or responses to those vendors/contractors deemed qualified in such process.
8. Posting. The Public Notice of Recommended Award Form #F0075 for procurements over the mandatory bid amount shall be posted at the location set for the bid opening for a period of two (2) business days.
9. Awards. The contract shall be awarded to the lowest most responsible and most responsive bidder whose bid meets the specifications, requirements and criteria set forth in the Invitation for Bids.

B. Procedures

The Department representative meets with the Purchasing Manager to develop a procurement plan at which time a determination may be made to go forward with the Invitation for Bid. The Department will be required to provide supporting information to ensure sufficient funding for the procurement to include information regarding the source of the funds. This information is required for the planning and development of the Bid Documents and must be completed prior to the following steps. Should information not normally required by the County be a specific procurement requirement for the solicitation, that information will be supplied to the Office of Purchasing by the Department.

1. The Purchasing Manager assigns the purchase requisition to a Purchasing Agent, who reviews the purchase description for clarity and completeness.



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2. The Purchasing Agent plans and schedules key events and dates for the Invitation for Bid review and issuance, public notice, the pre-solicitation conference, the bid opening, bid evaluation, Board of County Commissioners approval, and the preparation of the purchase order and/or contract. The Purchasing Agent develops a solicitation timeline for concurrence with the Department Representative. Changes in timelines are done in concurrence with the Department Representative throughout the solicitation process and documented.
3. The Purchasing Agent reviews the specifications and prepares the Invitation for Bids and bidders mailing list for review by the Purchasing Manager.
4. The bid package, and bidders list are submitted to the using department for approval prior to announcement.
5. The Purchasing Agent posts the information regarding bid packages and all instructions to bidders on the Escambia County Website under the tab Current Solicitations. Notifications of the bid are faxed to all vendors on the bidder's mailing list. Bid Packages including drawings and specifications are downloaded to compact discs for pick-up in the Office of Purchasing.
6. A pre-solicitation conference with vendors may be necessary, depending on the complexity of the specifications or the scope of work to be performed. When pre-solicitation conferences are held, the Purchasing Agent should prepare a summary or transcript of the meeting. If changes are made to the specifications, the Purchasing Agent shall prepare an addendum and issue it to all known prospective bidders.
7. Bids arriving in the Office of Purchasing before the deadline for receipt of bids are filed until the bid opening. All bids received are time-stamped.
8. The bids are opened publicly, in the presence of two or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate are read aloud and documented on the Bid Tabulation portion of the Public Notice of Recommended Award for Form #F0075. The Purchasing Agent shall assure confirmation of the bidder's responsiveness/responsibility or Form #F0075 on an item by item basis relative to the submittals required by the solicitation which are typically listed on the Bidder's Checklist in the solicitation.

Block notations are yes if compliant, no if not compliant, N/A if not applicable and/or a note reference if further explanation is provided on the bottom of the form or as an attachment.



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Additionally, all key bid numbers (i.e. base bid, options and/or alternatives as requested in the bid) and (when applicable) the make and model of capital equipment should be listed as well.

All persons present at the bid opening shall sign the Attendance Sheet Form #OF0005. The bids are then made available for inspection by the public in accordance with the ten (10) day disclosure rule.

10. The Purchasing Agent makes the determination of the lowest and most responsive bid meeting the specifications based on the tabulation and evaluation of the bid documents.
11. The bid tabulation is prepared and reviewed by the Purchasing Manager or his designee to determine the lowest most responsive and most responsible bidder.
12. When the client department and the Office of Purchasing have completed the bid evaluations and documented the information on the Recommendation to Award Determination Checklist Form #F0125, with appropriate background information from the department; or, in cases of Continuing Contracts initiated by the Office of Purchasing, after the Purchasing Agent documents the Recommendation to Award Determination Checklist Form #F0125 indicating that no specific client department exists and provides support background information including rationales for award or cancellation to the Purchasing Manager; the Office of Purchasing will immediately post the Public Notice of Recommended Award Form #F0075 for a Forty-Eight (48) hour period. The Purchasing Manager or his designee will prepare a recommendation for contract award to the BCC.

Note: In cases where the low bidders is not recommended for Board award for reason(s) that he is not the lowest responsive and responsible bidder that the Purchasing Manager or his designee will prepare a memo to the County Administrator with copies to County Attorney and all the Commissioners substantiating the determination that the recommendation for award is for a contractor other than the low bidder.

Note: Any discussion as to the apparent low bidder's responsiveness and/or responsibility will require a Sunshine Meeting properly noticed together with all interested parties in accordance with Florida Statutes.

Note: The Office of Purchasing prepares recommendations for contract award through the County Administrator's Report (C.A.R.). Any Department background such as the Recommendation to Award Determination Checklist, attachments and Statement of Work shall be submitted in a timely fashion or the



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recommendation will be scheduled for the next County Administrator's Report. Add-on recommendations for procurement items are discouraged and will not be approved by the Purchasing Manager.

Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments and task orders are to be prepared by the Department.

12. The recommendation for award is reviewed and signed by the Purchasing Manager or his designee and forwarded to the County Administrator for final review, concurrence, and submission to the Board of County Commissioners for contract award.
13. Upon award by the Board of County Commissioners, the Purchasing Agent prepares a Certification of Award Letter to be reviewed and signed by the Purchasing Manager. The Certification of Award Letter requests any required insurance certificates, bonds, or other contractual documents from the vendor for post award compliance.
14. Upon receipt of these documents, the purchase order and/or contract is prepared, signed, and issued.

The Purchasing Agent prepares a memo to the Contract Administrator, which is reviewed and signed by the Purchasing Manager.

V. Competitive Sealed Proposals

A. Policy

When it is determined by the Purchasing Manager that the use of competitive sealed bidding is not practical or not advantageous to the County, a contract may be entered into by use of the competitive sealed proposals method.

1. Request for Proposals (RFP). Proposals for purchases of \$50,000 and over shall be solicited through Request for Proposals.
2. Public Notice. Adequate public notice shall be given in the same manner as provided in the section entitled "Competitive Sealed Bidding," provided the minimum time is fourteen (14) calendar days.
3. Receipt of Proposals. Register of Proposals Form #F0126 shall state all the evaluation factors, including price, and their relative importance. Evaluations



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shall be based on evaluation factors set forth in the Request for Proposals. Numerical rating systems may be used, but are not required. Factors not specified in the Request for Proposals shall not be considered.

4. Evaluation of Proposals. The Request for Proposals (RFP) shall state all the evaluation factors, including price, and their relative importance. Evaluations shall be based on evaluation factors set forth in the Request for Proposals. Numerical rating systems may be used, but are not required. Factors not specified in the Request for Proposals shall not be considered.
5. Discussion and Revision of Proposals. As provided in the request for proposals, discussions may be held with responsible offerors who submit proposals determined to be acceptable or potentially acceptable for award. Discussions are held to promote an understanding of the County's requirements and the offeror's Proposal and to facilitate arriving at a contract that will be most advantageous for the County.
6. Awards. An award shall be made to the most responsive and most responsible offeror whose proposal is determined in writing to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposals. No other criteria shall be used in the evaluation.

B. Procedures

1. The Purchasing Manager assigns the purchase requisition to a Purchasing Agent, who reviews the purchase description for clarity and completeness.
2. The Purchasing Agent schedules key events and dates for the Request for Proposals review and issuance, public notice, the pre-solicitation conference, the Proposal opening, evaluation, and the preparation of the purchase order and/or contract and prepares a timeline for concurrence with the Department Representative. Any changes to the approved timeline are done in concurrence with the Department Representative and are documented. When necessary, dates are scheduled for holding discussions with individual offerors and for determining the best and final offer.
3. The Purchasing Agent reviews the requirements and prepares the Request for Proposals package and proposers mailing list for review by the Purchasing Manager.
4. The Request for Proposals package and proposers list are submitted to the Purchasing Manager and to the using department for approval.



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5. The Purchasing Agent posts proposal packages and instructions to proposers on the County Website under the tab Current Solicitations. Notice is sent to all vendors on the proposer's mailing list.
6. A pre-solicitation conference with vendors may be beneficial, depending on the complexity of the specifications or scope of work to be performed. When pre-solicitation conferences are held, the Purchasing Agent should prepare a summary or transcript of the meeting. If changes are made to the specifications, the Purchasing Agent shall prepare an addendum and issue it to all known prospective proposers.
7. Proposals arriving in the Office of Purchasing before the deadline for receipt of proposals are filed until the proposal opening. All proposals received are time stamped.
8. The proposals are publicly opened, in the presence of two or more witnesses, at the time, date, and place designated in the Request for Proposals. A Register of Proposals, Form #F0126, shall be documented containing the name of each offeror, their address, phone number, fax number, and contact person. All persons present at the opening shall sign the Attendance Sheet, Form #OF0005. The proposals are then made available for inspection by the public in accordance with thirty (30) day disclosure rule.
9. The Purchasing Agent, in cooperation with the using department, tabulates and evaluates the proposals.
10. The Purchasing Agent coordinates with the Proposal Review Committee, when necessary, discussion with those vendors submitting proposals that are acceptable or potentially acceptable. The Purchasing Agent with the Proposal Review Committee conducts discussions with offerors to promote an understanding of the County's requirements and the offeror's Proposal and to facilitate arriving at a contract that will be most advantageous to the County, taking into consideration price and the other evaluation factors set forth in the Request for Proposals.
11. If discussions are held, the Purchasing Agent schedules a date and time for the vendors to submit best and final offers. Note: Negotiations which result in modifications to the original proposal shall be documented in Memoranda of Negotiations; and, preferably, supported with a revised proposal from the offeror which clearly demonstrates their Best and final offer .



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12. When the Proposal Review Committee and Office of Purchasing have completed the proposal review and made a recommendation(s) the information is documented on the Public Notice of Recommended Award, Form #F0076 with appropriate background information from the Department. The Purchasing Agent shall assure confirmation of the proposers responsiveness/responsibility on Form #0076 on an item by item basis relative to the submittals required by the solicitation which are typically listed on the proposer's checklist in the solicitation.

Block notations are yes if compliant, no if not compliant, N/A if not applicable and/or a note reference if further explanation is provided on the bottom of the form or as an attachment.

Additionally, all key proposal numbers when known and as applicable (i.e. base proposal, options and/or alternatives as requested/negotiated by the proposal/process) and (when applicable) the make and model of capital equipment should be listed as well.

The Office of Purchasing will immediately post the Public Notice of Recommended Award, Form # F0076 for a Forty-Eight (48) hour period. The Purchasing Manager or his designee will prepare a recommendation for contract award to the Board of County Commissioners.

Note: The Office of Purchasing prepares recommendations for contract award through the County Administrator's Report (CAR). Any Department background such as the Recommendation to Award Determination Checklist, attachments and Statement of Work must be submitted in a timely fashion or the recommendation will be scheduled for the next County Administrator's Report. Add-on recommendations for procurement items are discouraged and will not be approved by the Purchasing Manager.

Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments and task orders are to be prepared by the Department.

13. The recommendation for award is entered electronically, reviewed and approved by the Purchasing Manager and forwarded for final review, concurrence, and submission to the Board of County Commissioners for contract award. At this time an Intent to Award Letter and the necessary agreement is prepared and sent to the firm requesting any required insurance certificates, signed agreement or other contractual documents from the firm for post award compliance.



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14. Upon receipt of these documents, the purchase order and/or contract is prepared, signed, and issued.

The Purchasing Agent prepares a memo to the Contract Administrator, which is signed by the Purchasing Agent.

VI. Request for Letters of Interest

A. Policy

When it is determined that services such as Professional, Architectural, engineering, landscape architectural or land surveying services that are governed by Florida Statute 287.055 known as the Competitive Consultants Negotiation Act (CCNA) the Request For Letters of Interest shall be used:

1. Request for Letters of Interest (RLI): When professional services are required to be purchased for a project as provided for in S. 287.055, Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties, (2) DEFINITIONS, (g) a "continuing contract", is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, except in cases of valid public emergencies so certified by the County Administrator, shall be solicited through Request For Letters of Interest.
2. Public Notice. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE (\$325,000.00) or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000.00) , except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.



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Adequate public notice shall be given in the same manner as provided in the section entitled "Competitive Sealed Bidding" provided the minimum time is fourteen (14) calendar days.

3. Receipt of Letters. Register of Letters of Interest Form #F0127 shall be documented containing the name of each offeror, their address, phone number, fax number and contact person. The Letters of Interest shall be open for public inspection in accordance with the thirty (30) day disclosure rule.
4. Evaluation of Letters. The Request for Letters of Interest shall state all the evaluation factors. Evaluations shall be based on evaluation factors set forth in the Request for Letters of Interest. Numerical rating systems are preferred, but are not required. Factors not specified in the Request for Letters of Interest shall not be considered.
5. Short Listing. The Selection/Negotiation committee shall short list to no fewer than three firms deemed to be most qualified to perform the services required.
6. Competitive Selection: For each proposed project the committee shall evaluate no fewer than three (3) firms regarding their qualifications; shall have discussions and/or presentations with each firm, and select in order of preference no fewer than three (3) firms deemed to be the most highly qualified to perform the services.
7. Competitive Negotiation: The committee shall negotiate a contract with the most qualified firm. If committee is unable to negotiate a satisfactory contract with the most qualified firm then negotiations shall be terminated and the committee shall undertake negotiations with the second most qualified firm; and so on until a satisfactory contract is negotiated.
8. Awards: An award(s) shall be made to the most qualified firm or firms whose Letters of Interest and negotiations are determined in writing to be the most advantageous to the County.

Note: Professional services not covered under FS 287-055 Consultants Competitive Negotiations Act (CCNA) may be procured as provided for in Escambia County Code of Ordinances Section 46-96(a) & (b) or waived per Section 46-96(c).



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B. Procedures

1. The Purchasing Manager assigns the solicitation to a Purchasing Agent, who reviews the purchase description for clarity and completeness.
2. The Purchasing Agent schedules key events and dates for the Request for Letters of Interest review and issuance, public notice, the pre-solicitation conference, the Letters of Interest opening, evaluation, and the preparation of the purchase order and/or contract. When necessary, dates are scheduled for holding discussions with individual offerors and for determining the best and final offer.
3. The Purchasing Agent reviews the requirements and prepares the Request for Letters of Interest package and vendors mailing list for review by the Purchasing Manager.
4. The Request for Letters of Interest package and timeline are submitted to the Purchasing Manager and to the using department for approval.
5. The Purchasing Agent issues notice of the Request for Letters of Interest to all vendors on a professional services continuing contract at the time of notice or has provided electronically a SF 330 Part II.
6. A pre-solicitation conference with vendors may be beneficial, depending on the complexity of the specifications or scope of work to be performed. When pre-solicitation conferences are held, the Purchasing Agent should prepare a summary or transcript of the meeting. If changes are made to the specifications, the Purchasing Agent shall prepare an addendum and issue it to all known prospective submitters.
7. Letters of Interest, GSA SF 330 Part I, and additional documents as required are received electronically and are transmitted to the committee members electronically.
8. Register of Letters of Interest Form #F0127 shall be documented containing the name of each offeror, their address, phone number, fax number, and contact person. The Letters of Interest are then made available for inspection by the public in accordance with the thirty (30) disclosure rule.
9. The Selection Negotiation Committee shall evaluate the responses and short list no fewer than three firms deemed to be most qualified to perform the services required. After Committee short lists the firms, that determination



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shall be documented on the Public Notice Selection/Negotiation Committee Standard Form Memo #5B and posted.

10. For each proposed project the committee shall evaluate no fewer than three (3) firms regarding their qualifications; shall have discussions and/or presentations with each firm, and select in order of preference no fewer than three (3) firms deemed to be the most highly qualified to perform the services. After Committee ranks the short list firms, that determination shall be documented on the Public Notice Selection/Negotiation Committee Standard Form Memo #5B and posted.
11. The committee shall negotiate a contract with the most qualified firm. If committee is unable to negotiate a satisfactory contract with the most qualified firm then negotiations shall be terminated and the committee shall undertake negotiations with the second most qualified firm; and so on until a satisfactory contract is negotiated.

Note: Negotiations which result in modifications to the original proposal shall be documented in Memoranda of Negotiations; and, preferably, supported with a revised proposal from the offeror which clearly demonstrates their Best and final offer.

12. When the Selection/Negotiation Committee and the Office of Purchasing have completed the evaluations of the Letters of Interest and made a recommendation(s); the information is documented on the Public Notice Selection Negotiation Committee Determination Standard Memo #5B and the Office of Purchasing will immediately post the Public Notice Selection Negotiation Committee Determination for a Forty-Eight (48) hour period. The Purchasing Manager or his designee will prepare a recommendation for contract award to the Board of County Commissioners.
13. The recommendation for award is entered electronically, reviewed and approved by the Purchasing Manager and forwarded for final review, concurrence, and submission to the Board of County Commissioners for contract award. At this time an Intent to Award Letter and the necessary agreement is prepared and sent to the firm requesting any required insurance certificates, signed agreement or other contractual documents from the firm for post award compliance.
14. Upon receipt of these documents, the purchase order and/or contract is prepared, signed, and issued.

The Purchasing Agent prepares a memo to the Contract Administrator, which is signed by the Purchasing Agent.



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VII. Small Purchases

A. Policy

Purchases of less than \$4,999.00 are exempt from the Purchasing Ordinance and may be issued directly by the using department without routing through the Office of Purchasing.

Purchases of supplies and services under \$50,000 and not covered by contractual agreement, the following policies and procedures shall apply.

The Purchasing Agent or Department Representative is responsible for obtaining at least three (3) quotations for supplies or services that are expected to exceed \$4,999.99. A price check should be made on expenditures less than \$4,999.00 when purchasing unfamiliar supplies.

1. Verbal Quotations. Verbal quotations may be obtained for purchases of standard or non-complex supplies with an estimated price less than \$50,000. Prices are to be recorded on a telephone quotations form, which will serve as documentation. See Form #F0100-1.
2. Written Quotations. Written requests for quotations may be sent to vendors under the following conditions: (a) when purchasing capital equipment; (b) when purchasing items with non-standard conditions, requirements, or instructions; or (c) when more permanent documentation is advisable. Written quotations should be typed using, whenever possible, the Request for Quotations Form. Complete information should be provided, including, but not limited to: description, quantity, delivery requirements, special conditions, drawings, specifications, the date information is required, etc. If replies are to conform to a certain format, this should be clearly indicated.
3. Confirmation Purchase Orders. The director of the using department or a representative may expedite the purchase of an item under \$5,000 if it is determined that such action is necessary, in the public interest, and adherence to the normal ordering process could cause delay in the normal operation of the department.

To justify this action, the need must be compelling and of unusual urgency, for example, when the County would be injured financially or otherwise if the supply or service were not furnished by a time or date, and meeting that time or date would not permit adherence to the normal purchasing procedure.



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B. Procedures

The Purchasing Manager assigns the requisition to a Purchasing Agent, a quotation verbally or in writing is obtained by the Department or the Purchasing Agent.

1. Verbal Quotations

- a. When verbal quotations are made over the telephone, the Purchasing Agent or Department solicits quotations on the item(s) and quantity described on the requisition and records the quotation on a telephone quotation form.
- b. When all the quotes are received, the Purchasing Agent selects the lowest and best quotation.
- c. A purchase order is then prepared, signed by the Purchasing Agent or Purchasing Manager in accordance with delegation of signature authority, and issued to confirm the order.

2. Written Quotations

- a. When written quotations are to be solicited, the Purchasing Agent or the Department Representative prepares a Request for Quotation and prepares a bidder's mailing list.
- b. The Purchasing Agent or Department Representative issues the Request for Quotation to all vendors on the bidder's mailing list.
- a. After all quotations are received, the Purchasing Agent, under the supervision of the Purchasing Manager, selects the lowest and best quotation and prepares a purchase order.
- b. The purchase order is signed by the Purchasing Agent or Purchasing Manager in accordance with delegation of signature authority and issued to confirm the order.

3. Confirmation of Purchase Orders

- a. Purchases under \$2,500.00. The director of the using department may in certain circumstances authorize a purchase based on the necessity of the situation.
The using department may make the purchase and submit a purchase requisition in the same manner as outlined in Policy and Procedure #PP-030. Requisition Procedure. The requisition should also reference the justification for the purchase and include the words Confirming Do Not Duplicate entered under the description of the items purchased.



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- 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.



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- 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 Sole Source/Single brand items, (excluding component or replacement parts from original equipment manufacturer or supplier) shall be posted on the website for 7 days prior to recommendation for award. Intended Single Source Description Form F0171.
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 ____	No ____
Requesting Division Head Signature:	Date:	
Requesting Department Head Signature:	Date:	
Purchasing Staff		
Posting Attached:	Date:	
Supervisor Review:	Date:	
Purchasing Manager - Single Source Determination		
Comments:		
____ Approval ____ 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) _____



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C. Procedure

1. In the event of an emergency purchase fifty thousand dollars (\$50,000.00) or greater, the using department will prepare a purchase request describing the commodity and/or service.
2. The department director or designee, of the using department, will prepare an Emergency Purchase Written Request Memorandum, Form #F0052, which will accompany the purchase request, providing a background as to the need of the emergency purchase. This letter is transmitted from the director or designee of the using department through the County Administrator, to the Chairman of the Board of County Commissioners, who may authorize emergency purchases exceeding fifty thousand dollars (\$50,000.00).
3. Emergency purchases authorized by the Chairman of the Board of County Commissioners of over fifty thousand dollars (\$50,000.00) shall be reported to the Board at the next regularly scheduled meeting, through an Information Report Memorandum, Form #OF0035, prepared by the Purchasing Manager.

Emergency purchases are subject to internal audit review

Note: Please refer to Emergency Declaration Procedure PP-240 for cases of hurricanes, natural disasters, etc.



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager
Office of Purchasing

SS14-15.001

Intent to Purchase from Single Source

The Escambia County Fire Services Department of the Public Safety Division is notifying of the intent to purchase the goods or services listed below through Purchase Order or contract from a single source, the only known provider – Sunbelt Fire Inc., 8050 McGowin Drive, Fairhope, AL 36532. The estimated annual expenditure is \$150,000.

Base Description:

Year: Fiscal Year 15/16

Provide service and repairs, replacement parts and repair parts for E-One Fire apparatus for warranty work and continuing maintenance services.

Information regarding known sources for the goods or services meeting the specifications for SS14-15.00 should be forwarded to the Office of Purchasing, 213 Palafox Place, Pensacola, Florida 32502 within 7 days of the posting date. Contact Information: Claudia Simmons, Manager
casimmon@co.escambia.fl.us

Reference: SS14-15.001

Posted	Tuesday, September 29, 2015
Notify by	Tuesday, October 6, 2015
Depart. Contact	Adam Harrison, Chief Logistics Fire Services

SINGLE SOURCE PURCHASE DATA SHEET

Date Submitted: 09/09/2015	Requestor: Adam Harrison	Ext. #
Requisition No.:	Dept./Div. Name: Public Safety/Fire Dept.	
Item Description: Repair and maintenance of E-One fire apparatus		
Your Suggested Vendors Name: Sunbelt Fire Inc.		
Vendor's Address: 8050 McGowin Dr Fairhope AL, 36532		
Vendor's Phone #1-800-642-8484	Contact Name: Mike Hanna	
Single Source Justification, state why this is the only brand or source which will fulfill your needs:		
Sunbelt Fire is the only authorized E-One dealer in our area. Sunbelt Fire has the exclusive rights for E-one products/parts and repair in our area. If an authorized dealer is not used for certain repairs it will void the warranty on the apparatus.		
Comment and/or verify if there are other sources of supply that meet this need:		
They meet the needs, but are located in south Florida and do not have tech's in the area.		
Vendor #1 contacted: Hall-Mark Fire Apparatus	Telephone: 1-800-524-6072	
Vendor #2 contacted:	Telephone:	
Vendor #3 contacted:	Telephone:	
Attachments: Yes <input checked="" type="checkbox"/> No		
Requesting Division Head Signature: <i>Patrick A. Grace</i>		Date: 09/10/2015
Requesting Department Head Signature: <i>[Signature]</i>		Date: 9/11/2015
Review by Purchasing Staff		
Purchasing Division:	Buyer Review:	Date:
Supervisor Review:	Date:	
Purchasing Manager - Single Source Determination		
Comments: <i>Post on website for 7 days</i>		
<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Disapproval		
Purchasing Manager Signature: <i>Claudia Simmons</i>		Date:
Purchase Order No.:	Amount of Purchase: \$ <i>150K</i>	



Billy Miles

Director of Operations

Service and Support

Office : (352) 861-3223

Fax: (352) 237-2999

bmiles@e-one.com

January 28, 2015

Dear Customer,

Sunbelt Fire is the only Authorized E-ONE Dealer for your location and is the sole source for E-ONE service and parts in your area. Sunbelt is one of our best service providers and E-ONE as the original manufacturer of your apparatus recommends Sunbelt as the best facility to perform any and all needed repairs on E-ONE products.

Sincerely

A handwritten signature in cursive script that reads "Billy Miles".

Billy Miles



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9355

County Administrator's Report 11. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Purchase of Four Vehicles for the Fire Services Division

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Four Vehicles for the Public Safety Department, Fire Services Division - Michael D. Weaver, Public Safety Department Director

That the Board authorize the County to utilize the State of Florida Term Contract #25100000-15-010, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order for two 2016 Chevrolet Tahoe 4WD vehicles, one 2016 Chevy Silverado 1500 4WD, and one Chevy Silverado 2500 4WD, for the Fire Services Division, in accordance with the specifications VE 14-15.043, VE 14-15.044, and VE 14-15-045, in the amount of \$140,288.95, to Garber Chevrolet Buick GMC Truck, Vendor #070423.

The Invitation to Bid VE 14-15.043, VE 14-15.044, and VE 14-15-045, Fire Service Department Vehicles Purchase was posted in the Pensacola News Journal on September 28, 2015. The Invitation to bid was open for 30 days, and closed with no bids having been received on October 28, 2015.

[Funding: Fund 352, LOST III, Cost Center 330228, Project Code 08FS0018, Account Code 56401]

BACKGROUND:

These vehicles are being purchased as part of Escambia County Fire Rescue vehicle replacement plan. Over the last year this plan has reduced the fleet by six vehicles. These Four vehicles will replace the following vehicles which will be removed from service and sent to auction.

1. 2000 Crown Vic property #502112
2. 1998 Crown Vic property #501975
3. 2000 Crown Vic property #502101
4. 2001 Ford F-150 property #502222

5. 1998 Ford F-150 property #501987
6. 2005 Ford F-250 property #53941

BUDGETARY IMPACT:

Funding is available in Fund 352 LOST III, Cost Center 330228, Project Code 08FS0018, Account Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and section 46-64, Board approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Orders.

Attachments

Supporting documents for vehicle purchase.



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager
Office of Purchasing

The Fire Services Department desires to purchase:

Quantity: One (1)

Base Description:

Year: 2015

Model: Standard 4WD Pick up

Color: White

Equipment: See Specifications

Warranty: Manufacturers' listed standard equipment warranty

Equipment Specifications:

Standard Mfg Equipment (attached)

Add-on options:

See Attached

Delivery required (from order date):

60 – 90 days

Maximum Budgeted Purchase Amount:

\$29,022.00

VE14-15.044 Fire Services Department Vehicle Purchase #2-
Standard 4WD Pick up

Code if known	Description of vehicle			
SSV	Year: 2016	Make: [REDACTED]	Model: [REDACTED]	4WD: <input checked="" type="radio"/> YES <input type="radio"/> NO

Code	Interior color
	Dark Titanium

[illegible]

**VE14-15.044 Fire Services Department Vehicle Purchase #2-
Standard 4WD Pick up**

Posting Date	Monday, September 28, 2015
Due Date for Offers	Wednesday, October 28, 2015
Depart. Contact	Adam Harrison, Fire Services Department Logistics Chief
Fleet Maint.	Terry Gray, Fleet Maintenance

**VE14-15.044 Fire Services Department Vehicle Purchase #2-
Standard Box Pick up**

Offers for the sale of vehicle meeting the specifications for VE14-15.044 Fire Services Department Vehicle Purchase #2 as listed will be accepted until 5:00 pm on Wednesday, October 28, 2015. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502

And clearly marked with the Specification Number VE14-15.044 Fire Services Department Vehicle Purchase #2 and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

State of Florida, State Term Contract; Motor Vehicles Contract No.: 25100000-15-010 Contract Term: November 18, 2014 to November 17, 2015					
Awarded Contractor Information					
ORGANIZATION NAME:	Garber Chevrolet Buick GMC				
STREET ADDRESS:	3340 Hwy 17				
CITY, STATE AND ZIP:	Green Cove Springs, FL 32043				
CONTACT PERSON:	Ryan Davis	TITLE:	Fleet Sales		
ORIGINAL QUOTE DATE:	9/16/2015	REVISED QUOTE DATE:		EST. DELIVERY:	90-120 Days
PHONE #'s:	TOLL FREE: 800-849-3462	OFFICE: 904-264-2442 ext. 2350	CELL:		
EMAIL ADDRESS:	rdavis@garberautomall.com				
FAX #:	904-284-0054				
Requesting Agency Information					
AGENCY NAME:	Escambia County Public Works				
CONTACT PERSON:	Terry Gray	TITLE:	Fleet Division Manager		
PHONE #'s:	OFFICE: 850.937.2123	CELL:			
EMAIL ADDRESS:	twgray@myescambia.com				
FAX #:					
REPRESENTATIVE MODEL DESCRIPTION SPECIFIED ON PRICE SHEET					
2015 Chevrolet Silverado 1500 4WD Double Cab 143.5" Work Truck (CK15753)		UNSPSC* COMMODITY CODE AND LINE NO.		25101507; Sub-Group D, Line 23	
				BASE VEHICLE PRICE	
				\$ 23,196.00	
MANUFACTURER'S OEM OPTION CODE(S)	DESCRIPTION	MSRP \$	OEM OPTIONS DISCOUNT %	TOTAL DISCOUNT \$	ITEM TOTAL COST WITH DISCOUNT APPLIED
	2016 Model Year Factory Price Increase	\$ 1,650.00		\$ -	\$ 1,650.00
1LS	UPGRADE TO 1LS PREFERRED EQUIPMENT GROUP	\$ 1,800.00		\$ -	\$ 1,800.00
L83	ENGINE, 5.3L ECOTEC3 V8	\$ 1,095.00	5.00%	\$ 54.75	\$ 1,040.25
MYC	TRANSMISSION, 6-SPEED AUTOMATIC	\$ -	5.00%	\$ -	\$ -
GU6	REAR AXLE, 3.42 RATIO	\$ -	5.00%	\$ -	\$ -
GAZ	SUMMIT WHITE	\$ -	5.00%	\$ -	\$ -
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER	\$ -	5.00%	\$ -	\$ -
H2R	DARK ASH WITH JET BLACK INTERIOR ACCENTS, CLOTH	\$ -	5.00%	\$ -	\$ -
Z82	TRAILERING PACKAGE includes trailer hitch, 7-pin and 4-pin connectors	\$ 375.00	5.00%	\$ 18.75	\$ 356.25
G80	DIFFERENTIAL, HEAVY-DUTY LOCKING REAR	INC	5.00%	\$ -	\$ -
K47	AIR CLEANER, HIGH-CAPACITY	\$ 25.00	5.00%	\$ 1.25	\$ 23.75
K14	POWER OUTLET, 110-VOLT AC	\$ 125.00	5.00%	\$ 6.25	\$ 118.75
T&D	TEMPORARY TAG AND DELIVERY	\$ -	5.00%	\$ -	\$ -
		\$ -		\$ -	\$ -
TOTAL COST: OEM OPTIONS ABOVE		\$ 5,070.00		\$ 81.00	\$ 4,989.00
				SUB-TOTAL	\$ 28,185.00
IDENTIFIED AFTERMARKET OPTION(S)	DESCRIPTION	MSRP \$	DISCOUNT % FROM MSRP	TOTAL DISCOUNT \$	TOTAL IDENTIFIED AFTERMARKET \$
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS ABOVE		\$ -		\$ -	\$ -
				SUB-TOTAL	\$ 28,185.00
NON-IDENTIFIED AFTERMARKET OPTION(S)	DESCRIPTION	MSRP \$	DISCOUNT % FROM MSRP	TOTAL DISCOUNT \$	TOTAL NON-IDENTIFIED AFTERMARKET \$
				\$ -	\$ -
TBALL	HEAVY DUTY TRAILERING BAR AND 2" BALL WITH PIN AND CLIP	\$ 96.00		\$ -	\$ 96.00
TINT	WINDOW TINT, ALL WINDOWS	\$ 245.00		\$ -	\$ 245.00
LHSPOT	LEFT HAND SPOTLIGHT, DEALER INSTALLED	\$ 496.00		\$ -	\$ 496.00
				\$ -	\$ -
TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS ABOVE		\$ 837.00		\$ -	\$ 837.00
STATE AGENCIES MUST USE	MP6301 Request for Purchase of Mobile Equipment- Fleet Management Justification 8-2014		GRAND TOTAL		\$ 29,022.00
*UNSPSC = United Nations Standard Products and Services Commodity Code					
Formulas are included in the BLUE and YELLOW shaded columns to auto calculate Please complete only the Unshaded White cells					



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager
Office of Purchasing

The Fire Services Department desires to purchase:

Quantity: One (1)

Base Description:

Year: 2015

Model: Double Cab Standard Box 4WD Pick up

Color: White

Equipment: See Specifications

Warranty: Manufacturers' listed standard equipment warranty

Equipment Specifications:

Standard Mfg Equipment (attached)

Add-on options:

See Attached

Delivery required (from order date):

60 – 90 days

Maximum Budgeted Purchase Amount:

\$36,896.75

**VE14-15.043 Fire Services Department Vehicle Purchase #1-
Double Cab Standard Box 4WD Pick up**

Escambia County Fire Rescue
Vehicle Specification Sheet

Code if known	Description of vehicle
WT	<div style="display: flex; justify-content: space-between;"> Year: 2016 Make: [REDACTED] </div> <div style="display: flex; justify-content: space-between;"> Model: [REDACTED] / Double Cab Standard Box 4WD: YES </div>

Code	Exterior color
50U	Summit White

Code	Interior color
	Dark Titanium

Optional Equipment

Codes	Description
1LS	LS Preferred Equipment Group
	Duramax 6.6L Turbo Diesel V8
	Transmission, Allison 1000 6-Speed automatic
	Rear Axle, 3.73 Ratio
Z82	Heavy-Duty Trailering Package
7X6	Spotlamp, left hand
	Trailering Draw Bar, 2" Ball, Pin & Clip
	220 amp alternator
	Deep tinted glass
	LT265/70R17E all-terrain, blackwall tires
	Tire, spare LT265/70R17E all terrain, blackwall

**VE14-15.043 Fire Services Department Vehicle Purchase #1-
Double Cab Standard Box 4WD Pick up**

Posting Date	Monday, September 28, 2015
Due Date for Offers	Wednesday, October 28, 2015
Depart. Contact	Adam Harrison, Fire Services Department Logistics Chief
Fleet Maint.	Terry Gray, Fleet Maintenance

**VE14-15.043 Fire Services Department Vehicle Purchase #1-
Double Cab Standard Box 4WD Pick up**

Offers for the sale of vehicle meeting the specifications for VE14-15.043 Fire Services Department Vehicle Purchase #1 as listed will be accepted until 5:00 pm on Wednesday, October 28, 2015. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502

And clearly marked with the Specification Number VE14-15.043 Fire Services Department Vehicle Purchase #1 and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

State of Florida, State Term Contract; Motor Vehicles
Contract No.: 2510000-15-010
Contract Term: November 18, 2014 to November 17, 2015

Awarded Contractor Information

ORGANIZATION NAME:	Garber Chevrolet Buick GMC		
STREET ADDRESS:	3340 Hwy 17		
CITY, STATE AND ZIP:	Green Cove Springs, FL 32043		
CONTACT PERSON:	Ryan Davis	TITLE:	Fleet Sales
ORIGINAL QUOTE DATE:	9/11/2015	REVISED QUOTE DATE:	
PHONE #'s:	TOLL FREE: 800-849-3462	OFFICE:	904-264-2442 ext.2350
EMAIL ADDRESS:	rdavis@garberautomail.com		
FAX #:	904-284-0054		

Requesting Agency Information

AGENCY NAME:	Escambia County Public Works		
CONTACT PERSON:	Terry Gray	TITLE:	Fleet Division Manager
PHONE #'s:	OFFICE: 850.937.2123	CELL:	
EMAIL ADDRESS:	twgray@myescambia.com		
FAX #:			

REPRESENTATIVE MODEL DESCRIPTION SPECIFIED ON PRICE SHEET		UNSPSC* COMMODITY CODE AND LINE NO.		BASE VEHICLE PRICE	
2015 Chevrolet Silverado 2500HD 4WD Double Cab 158.1" Work Truck (CK25953)		25101507; Sub-Group D, Line 82		\$ 26,546.00	
MANUFACTURER'S OEM OPTION CODE(S)	DESCRIPTION	MSRP \$	OEM OPTIONS DISCOUNT %	TOTAL DISCOUNT \$	ITEM TOTAL COST WITH DISCOUNT APPLIED
	2016 Model Year Factory Price Increase	\$ 1,200.00		\$ -	\$ 1,200.00
CK25753	Credit for 6'6" Bed in lieu of 8' Bed	\$ (160.00)		\$ -	\$ (160.00)
IWT	WORK TRUCK PREFERRED EQUIPMENT GROUP	\$ -	5.00%	\$ -	\$ -
LML	ENGINE, DURAMAX 6.6L TURBO DIESEL V8	\$ 7,195.00	5.00%	\$ 359.75	\$ 6,835.25
MW7	TRANSMISSION, ALLISON 1000 6-SPEED AUTOMATIC	\$ 1,200.00	5.00%	\$ 60.00	\$ 1,140.00
GT4	REAR AXLE, 3.73 RATIO	\$ -	5.00%	\$ -	\$ -
PYN	WHEELS, 17" (43.2 CM) STEEL includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel.	\$ -	5.00%	\$ -	\$ -
QXT	TIRES, LT265/70R17E ALL-TERRAIN, BLACKWALL	\$ 200.00	5.00%	\$ 10.00	\$ 190.00
GAZ	SUMMIT WHITE	\$ -	5.00%	\$ -	\$ -
H2Q/H2R	DARK ASH WITH JET BLACK INTERIOR ACCENTS (Vinyl or Cloth Seats)	\$ -	5.00%	\$ -	\$ -
KW5	ALTERNATOR, 220 AMPS	\$ 150.00	5.00%	\$ 7.50	\$ 142.50
Z82	TRAILERING EQUIPMENT	\$ 280.00	5.00%	\$ 14.00	\$ 266.00
T&D	TEMPORARY TAG AND DELIVERY	\$ -	5.00%	\$ -	\$ -
TOTAL COST: OEM OPTIONS ABOVE		\$ 10,065.00		\$ 451.25	\$ 9,613.75
				SUB-TOTAL	\$ 36,159.75
IDENTIFIED AFTERMARKET OPTION(S)	DESCRIPTION	MSRP \$	DISCOUNT % FROM MSRP	TOTAL DISCOUNT \$	TOTAL IDENTIFIED AFTERMARKET \$
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS ABOVE		\$ -		\$ -	\$ -
				SUB-TOTAL	\$ 36,159.75
NON-IDENTIFIED AFTERMARKET OPTION(S)	DESCRIPTION	MSRP \$	DISCOUNT % FROM MSRP	TOTAL DISCOUNT \$	TOTAL NON-IDENTIFIED AFTERMARKET \$
				\$ -	\$ -
LHSPOT	LEFT HAND SPOT LAMP, DEALER INSTALLED	\$ 396.00		\$ -	\$ 396.00
TBALL	HEAVY DUTY 2.5" TRAILERING BAR AND 2" BALL WITH PIN AND CLIP	\$ 96.00		\$ -	\$ 96.00
TINT	WINDOW TINT, ALL WINDOWS	\$ 245.00		\$ -	\$ 245.00
				\$ -	\$ -
				\$ -	\$ -
TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS ABOVE		\$ 737.00		\$ -	\$ 737.00
STATE AGENCIES MUST USE MP6301	MP6301 Request for Purchase of Mobile Equipment- Fleet Management Justification 8-2014			GRAND TOTAL	\$ 36,896.75

*UNSPSC = United Nations Standard Products and Services Commodity Code

Formulas are included in the BLUE and YELLOW shaded columns to auto calculate
Please complete only the Unshaded White cells



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager
Office of Purchasing

The Fire Services Department desires to purchase:

Quantity: Two (2)

Base Description:

Year: 2015

Model: Police 2WD 4dr SUV

Color: White

Equipment: See Specifications

Warranty: Manufacturers' listed standard equipment warranty

Equipment Specifications:

Standard Mfg Equipment (attached)

Add-on options:

See Attached

Delivery required (from order date):

60 – 90 days

Maximum Budgeted Purchase Amount:

\$37,185.10 each

VE14-15.045 Fire Services Department Vehicle Purchase #3-
Police 2WD 4dr SUV

Escambia County Fire Rescue
Vehicle Specification Sheet

2

Code if known	Description of vehicle
PPV	Year: 2015 Make: XXXXXXXXXX Model: XXXXXXXXXX 4WD: <input checked="" type="radio"/> YES <input type="radio"/> NO

Code	Exterior color
50U	Summit White

Code	Interior color
19C	Ebony Cloth

Optional Equipment

Codes	Description
1LR	Brake System, City
6J7	Flasher System Headlamps and Tail Lamps
R9Y	Fleet Free Maintenance Credit
9C1	Identifier
6C7	Lamp, Auxillary Dome
UEO	Onstar Delete
7X6	Spotlamp, left hand
6J3	Wiring, for grille lamps and siren speaker
SEO 9U3	Delete Center Seat

**VE14-15.045 Fire Services Department Vehicle Purchase #3-
Police 2WD 4dr SUV**

Posting Date	Monday, September 28, 2015
Due Date for Offers	Wednesday, October 28, 2015
Depart. Contact	Adam Harrison, Fire Services Department Logistics Chief
Fleet Maint.	Terry Gray, Fleet Maintenance

**VE14-15.045 Fire Services Department Vehicle Purchase #3-
Standard Box Pick up**

Offers for the sale of vehicle meeting the specifications for VE14-15.045 Fire Services Department Vehicle Purchase #3 as listed will be accepted until 5:00 pm on Wednesday, October 28, 2015. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502

And clearly marked with the Specification Number VE14-15.045 Fire Services Department Vehicle Purchase #3 and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

State of Florida, State Term Contract; Motor Vehicles
Contract No.: 25100000-15-010
Contract Term: November 18, 2014 to November 17, 2015

Awarded Contractor Information

ORGANIZATION NAME:	Garber Chevrolet Buick GMC		
STREET ADDRESS:	3340 Hwy 17		
CITY, STATE AND ZIP:	Green Cove Springs, FL 32043		
CONTACT PERSON:	Ryan Davis	TITLE:	Fleet Sales
ORIGINAL QUOTE DATE:	9/11/2015	REVISED QUOTE DATE:	
PHONE #'s:	TOLL FREE: 800-849-3462	OFFICE: 904-264-2442 ext.2350	EST. DELIVERY: 90-120 Days
EMAIL ADDRESS:	rdavis@garberautomall.com		
FAX #:	904-284-0054		

Requesting Agency Information

AGENCY NAME:	Escambia County Public Works		
CONTACT PERSON:	Terry Gray	TITLE:	Fleet Division Manager
PHONE #'s:	OFFICE: 850.937.2123	CELL:	
EMAIL ADDRESS:	twgray@myescambia.com		
FAX #:			

REPRESENTATIVE MODEL DESCRIPTION SPECIFIED ON PRICE SHEET		UNSPSC* COMMODITY CODE AND LINE NO.		BASE VEHICLE PRICE	
2015 Chevrolet Tahoe Police 2WD 4dr (CC15706, PPV, 9C1)		25101702; Sub-Group C, Line 1		\$ 28,266.00	
MANUFACTURER'S OEM OPTION CODE(S)	DESCRIPTION	MSRP \$	OEM OPTIONS DISCOUNT %	TOTAL DISCOUNT \$	ITEM TOTAL COST WITH DISCOUNT APPLIED
	2016 Model Year Factory Price Increase	\$ 5,300.00		\$ -	\$ 5,300.00
CK15706	UPGRADE TO 4WD MODEL TAHOE	\$ 3,000.00		\$ -	\$ 3,000.00
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP	\$ -	70.00%	\$ -	\$ -
9C1	IDENTIFIER FOR POLICE PATROL VEHICLE	\$ -	70.00%	\$ -	\$ -
L83	ENGINE, 5.3L ECOTEC3 V8	\$ -	70.00%	\$ -	\$ -
MYC	TRANSMISSION, 6-SPEED AUTOMATIC	\$ -	70.00%	\$ -	\$ -
GAZ	SUMMIT WHITE	\$ -	70.00%	\$ -	\$ -
H0U	JET BLACK, CLOTH SEAT TRIM	\$ -	70.00%	\$ -	\$ -
9U3	SEATS, DRIVER AND PASSENGER FRONT INDIVIDUAL SEATS IN CLOTH TRIM (No Factory Center Console)	\$ -	70.00%	\$ -	\$ -
6J7	FLASHER SYSTEM, HEADLAMP AND TAILLAMP, DRL COMPATIBLE	\$ 495.00	70.00%	\$ 346.50	\$ 148.50
7X6	SPOTLAMP, LEFT-HAND	\$ 490.00	70.00%	\$ 343.00	\$ 147.00
6J3	WIRING, GRILLE LAMPS AND SIREN SPEAKERS	\$ 92.00	70.00%	\$ 64.40	\$ 27.60
6C7	LIGHTING, RED AND WHITE FRONT AUXILIARY DOME	\$ 170.00	70.00%	\$ 119.00	\$ 51.00
UE0	ONSTAR DELETE (Deletes (UPF) bluetooth for phone.)	\$ -	70.00%	\$ -	\$ -
T&D	TEMPORARY TAG AND DELIVERY	\$ -	70.00%	\$ -	\$ -
TOTAL COST: OEM OPTIONS ABOVE		\$ 9,547.00		\$ 872.90	\$ 8,674.10
		SUB-TOTAL		\$ 36,940.10	
IDENTIFIED AFTERMARKET OPTION(S)	DESCRIPTION	MSRP \$	DISCOUNT % FROM MSRP	TOTAL DISCOUNT \$	TOTAL IDENTIFIED AFTERMARKET \$
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS ABOVE		\$ -		\$ -	\$ -
		SUB-TOTAL		\$ 36,940.10	
NON-IDENTIFIED AFTERMARKET OPTION(S)	DESCRIPTION	MSRP \$	DISCOUNT % FROM MSRP	TOTAL DISCOUNT \$	TOTAL NON-IDENTIFIED AFTERMARKET \$
TINT	WINDOW TINT, ALL WINDOWS	\$ 245.00		\$ -	\$ 245.00
TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS ABOVE		\$ 245.00		\$ -	\$ 245.00
STATE AGENCIES MUST USE MP6301	MP6301 Request for Purchase of Mobile Equipment- Fleet Management Justification 8-2014			GRAND TOTAL	\$ 37,185.10

*UNSPSC = United Nations Standard Products and Services Commodity Code

Formulas are included in the BLUE and YELLOW shaded columns to auto calculate
Please complete only the Unshaded White cells



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9321

County Administrator's Report 11. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Supplemental Promotional Fund Grant Agreement with Patrick Juneau for the Naturally EscaRosa Project (BP)

From: Keith Wilkins, Department Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Supplemental Promotional Fund Grant Agreement with Patrick Juneau Relating to the Naturally EscaRosa Trail Project (BP) - Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board take the following action concerning the Supplemental Promotional Fund Grant Agreement with Patrick Juneau, as Trustee of the Settlement Trust and as Claims Administrator of the Court Supervised Settlement Program:

A. Accept and approve the Supplemental Promotional Fund Grant Agreement with Patrick Juneau, as Trustee of the Settlement and as Claims Administrator of the Court Supervised Settlement Program, in the amount of \$12,880, which is restricted in use for advertising and collateral materials relating to the Naturally EscaRosa Project (BP). The funds are being awarded for the period of August 1, 2015, to July 31, 2016; and

B. Authorize the Chairman to sign the Supplemental Promotional Fund Grant Agreement, and any documents related to the acceptance, execution, reporting, and Amendments to the Grant Agreement, pending Legal review and approval, without further action of the Board.

Please note in the Agreement, paragraph 9.6 (Dispute Resolution.), "Any and all claims, disputes and controversies arising under or relating to this Agreement that cannot be resolved by the Parties shall be determined solely in the Court, under Louisiana law without regard to its conflicts of law provisions. All Parties waive the right to a jury trial. In the Court's discretion, the prevailing Party in any dispute arising from this Agreement may be awarded reasonable attorney's fees." In addition, per the first sentence of paragraph 9.10 (Governing Law; Severability.), "This Agreement shall be governed by and construed in accordance with the law of the State of Louisiana without reference to its conflict of laws principles."

[There is no budgetary commitment on behalf of the County. The Cost Center (221202) and Fund Account (110) were previously established upon receipt of the original BP Gulf Tourism and Seafood Promotional Fund Grant]

BACKGROUND:

On April 20, 2010, an explosion and sinking of the Deepwater Horizon oil rig occurred resulting in what is considered the largest accidental marine oil spill in the history of the petroleum industry. The spill had a strong economic impact to the Gulf Coast's economy to include fishing and tourism.

On June 26, 2010, BP announced and established the Gulf Coast Claims Facility (GCCF), a \$20 billion fund to settle claims arising from the Deepwater Horizon casualty. The fund was to be used for natural resource damages, state and local response costs, and individual compensation but could not be used for fines or penalties. The GCCF was administrated by attorney Kenneth Feinberg. On March 8, 2012, after BP and a team of plaintiffs' attorneys agreed to a class-action settlement, a court-supervised administrator, Patrick Juneau, took over administration.

As part of the original Settlement Agreement, a \$57 million Gulf Tourism and Seafood Promotional Fund was established to promote tourism and the seafood industries in areas along the Gulf Coast impacted by the Deepwater Horizon Incident. In 2012, the first round of grants were awarded. The amount available for allocation in the final round of promotional grants was \$12,764,370. The original grant award of \$171,150 to UF/IFAS Extension Escambia County was part of that allocation and was used to further develop the original "Naturally EscaRosa" trail project by expanding and updating the Naturally EscaRosa website and brochure; printing and redistributing brochures; designing promotional banners and billboards, developing a smartphone "app" to put the map and contact information at the fingertips of visitors; and planning and conducting a 2.5-day Gulf Coast Ecotourism Conference. The original grant award had a deadline date of December 31, 2014, by which date all funds had to be expended. On March 3, 2015, the Board of County Commissioners approved an Amendment to the original Grant Agreement which extended the deadline to December 31, 2015.

The third Supplemental Grant Award in the amount of \$12,880.00 will be used for further advertising and promotional printed materials and video production. All funds for the Supplemental Promotional Fund Grant Award must be expended by July 31, 2016.

BUDGETARY IMPACT:

There is no budgetary commitment on behalf of the County. The Supplemental Grant amount is \$12,880.00 for the period of August 1, 2015, through July 31, 2016. Funds must be used during this time frame. Of the Supplemental Grant Award, 50% of the funds will be released after signing and processing of the Supplemental Promotional Fund Grant Agreement. Upon submission of all deliverables, the balance of the funds will be released and the project will be closed out. The Cost Center (221202) and Fund Account (110) were previously established upon receipt of the original Gulf Tourism and Seafood Promotional Fund Grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Supplemental Promotional Fund Grant Agreement was reviewed by Kristin Hual of the County Attorney's Office and approved as to form and legal sufficiency.

Per paragraph 9.6, Dispute Resolution, any and all claims, disputes and controversies arising under or relating to this Agreement that cannot be resolved by the Parties shall be determined solely in the Court, under Louisiana law without regard to its conflicts of law provisions. All Parties waive the right to a jury trial. In the Court's discretion, the prevailing Party in any dispute arising from this Agreement may be awarded reasonable attorney's fees. 9.10-Governing law provides that the Agreement shall be governed by the laws of Louisiana.

PERSONNEL:

No impact to personnel in terms of monetary commitment from the County.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section II.A.6. requires approval of grants.

IMPLEMENTATION/COORDINATION:

The UF/IFAS Extension Escambia County Office will forward the Supplemental Promotional Fund Grant Agreement to the Project Coordinator of the Deepwater Horizon Claims Center. UF/IFAS Extension will be responsible for coordinating efforts to implement the terms of the Supplemental Promotional Fund Grant Agreement.

Attachments

BP SupplementalPromotionalFundGrantAgrmt

SUPPLEMENTAL PROMOTIONAL FUND GRANT AGREEMENT

This Supplemental Promotional Fund Grant Agreement (this "Agreement") is entered into by Escambia County Board of County Commissioners (the "Grantee"), whose mailing address is 221 Palafox Place, Suite 400, Pensacola, FL 32502; and Patrick Juneau, as Trustee (the "Trustee") of the Settlement Trust as further defined below (the "Settlement Trust"), and as Claims Administrator of the Court Supervised Settlement Program (the "Claims Administrator").

RECITALS

WHEREAS, BP Exploration & Production Inc., a Delaware corporation and certain of its affiliates (collectively "BP") have been named as defendants in *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL No. 2179 (the "MDL Litigation");

WHEREAS, BP and the Economic Class Representatives, individually and on behalf of the Economic and Property Damages Settlement Class, by and through Lead Class Counsel entered into an Economic and Property Damages Settlement Agreement ("Settlement Agreement") dated April 18, 2012, and amended May 1, 2012, for the purpose of settling all Released Claims against the Released Parties, including BP;

WHEREAS, the United States District Court of the Eastern District of Louisiana (the "Court") has approved the Settlement Agreement by Order dated December 21, 2012 (the "Final Approval Order," as further defined below);

WHEREAS, on May 4, 2012, BP, Lead Class Counsel, the Trustee and J.P. Morgan Trust Company (the "Directed Trustee") entered into the *Deepwater Horizon* Economic and Property Damages Trust Agreement (the "Trust Agreement") creating the Settlement Trust;

WHEREAS, the Settlement Trust is intended to meet the requirements of a qualified settlement fund within the meaning of section 468B of the Internal Revenue Code of 1986, as amended from time to time, and section 1.468B-1(c) of the Treasury Regulations promulgated thereunder;

WHEREAS, the Settlement Trust's purpose is to establish a mechanism to pay Settlement Payments (as defined in the Settlement Agreement) and the costs of administering the Settlement Program (as defined in the Settlement Agreement) in accordance with the terms of the Settlement Agreement and the Trust Agreement.

WHEREAS, the Trustee has the power, pursuant and subject to the terms of the Settlement Agreement and the Trust Agreement, to make distributions from the funds held by the Settlement Trust subject to the terms and conditions thereof; and

WHEREAS, Grantee has previously obtained funds for promotional services through one or more prior promotional fund grant agreements, and now desires to obtain additional funds for promotional services as described on attached Schedule "1";

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

AGREEMENT

1. Definitions.

The following words and phrases have the meanings indicated. Other words and phrases appearing in capital letters throughout this Agreement shall have the meanings they are given with their first operative use. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Settlement Agreement and/or the Trust Agreement.

- 1.1 Applicable Law: means all applicable local, state and federal laws, rules and regulations.
- 1.2 Claims Administrator: has the meaning ascribed to it in the Settlement Agreement.
- 1.3 Individual: means a natural person.
- 1.4 Lead Class Counsel: means the lawyers appointed by the Court to represent the Class of Claimants.
- 1.5 Settlement Trust: means the qualified settlement trust fund established pursuant to that certain *Deepwater Horizon* Economic and Property Damages Trust Agreement, dated May 4, 2012, among BP, Lead Class Counsel, the Claims Administrator, and the Directed Trustee.
- 1.6 Parties: means the Settlement Trust, the Claims Administrator and Grantee.
- 1.7 Final Approval Order: means the Order entered by the Court on December 21, 2012 granting final approval of the Settlement Agreement.

2. Scope of Services.

- 2.1 Services. The general scope of the services to be furnished by Grantee shall be those described on attached Schedule "1".
- 2.2 The Services shall be provided in strict accordance with the terms of the Settlement Agreement, the Final Approval Order, and in compliance with Applicable Law.

3. Grant Award.

- 3.1 Amount of Grant. Subject to the terms and conditions of this Agreement, and contingent upon sufficient funding of the Settlement Trust by BP, the Settlement Trust agrees to award to Grantee up to \$12,880.00 for the period August 1, 2015 to July 31, 2016. The Grant shall be payable as follows:
 - \$6,440.00, (which is 50% of this supplemental Grant), after signing of this Agreement.
 - \$6,440.00, (which 50% of this supplemental Grant), upon on receipt and approval of the final report and submission of all of the deliverables as outlined in Schedule 1.
- 3.2 Documentation. Grantee shall submit to the Claims Administrator all documentation as further described in Paragraph 3.3 within ten (10) days before the beginning of each

calendar quarter, commencing with the quarter starting October 1, 2015, or more frequently as the Claims Administrator may require. The Claims Administrator shall review Grantee's documentation and if acceptable, authorize the next Grant payment. In the event that any documentation is deemed not acceptable by the Claims Administrator, Grantee shall be notified in writing of such deficiencies within ten (10) days of submission of the documentation.

3.3 Reporting. Grantee will provide reports to the Claims Administrator at least quarterly, within ten (10) days before the beginning of each calendar quarter, commencing with the quarter starting October 1, 2015, or more often as the Claims Administrator may require, in which it will report, for the preceding quarter the following: an updated list of services and deliverables as outlined on Schedule 1. The Claims Administrator may distribute such reports as it deems appropriate. In addition, Grantee may be required to provide additional reports as may further be defined by the Claims Administrator in writing.

3.4 Ownership of Documentation. All records, reports, documents and other material delivered or transmitted to Grantee by the Claims Administrator shall remain the property of the Claims Administrator, and shall be returned by Grantee to the Claims Administrator, at Grantee's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Grantee in connection with the performance of the Services contracted for herein shall become the property of the Claims Administrator, and shall, upon request, be returned by Grantee to the Claims Administrator, at Grantee's expense, at termination or expiration of this Agreement.

3.5 Audit Rights. Grantee will provide to the Claims Administrator copies of its audit reports, if and when requested to do so by the Claims Administrator. In addition, the Claims Administrator or its authorized representatives may, at any time on reasonable notice, audit the operation of Grantee in relation to the activities undertaken pursuant to this Agreement.

3.6 Payment in Full. The Grant payments made hereunder are and shall be deemed to constitute "payment in full" for any Services performed by Grantee.

4. Term.

4.1 This Agreement is effective as of 12:01 a.m. Eastern Standard Time on August 1, 2015 (the "Effective Date") and its term shall end on July 31, 2016 (the "Expiration Date"), unless terminated on a different date in accordance with Paragraph 4.2 or as otherwise agreed by the Parties.

4.2 Grantee shall be authorized to perform the Services as further defined in Schedule "1" to this Agreement starting on the Effective Date, through and including the earlier of: (1) the date that the Court enters an Order closing the proposed Court Supervised Settlement Program; (2) the effective date of any termination of Grantee by the Claims Administrator for "cause"; (3) the date that the Grantee is terminated by the Claims Administrator with at least thirty (30) days written notice before the end of any quarter, which the Claims Administrator shall have the right to do with or without cause or (4) the Expiration Date (collectively, "Termination Events"). As used herein, "cause" shall include, without limitation, the following: (i) the failure of Grantee to

perform the Services in accordance with the requirements of this Agreement, (ii) the breach by Grantee of any other obligations under this Agreement, which breach is not cured within ten (10) days of written notice thereof, (iii) the commission of any act or any omission involving gross negligence, fraud, or other intentional or willful misconduct by Grantee, and (iv) any other violation of a statute, regulation, order, decree or court requirement or other Applicable Law by Grantee.

5. [Intentionally Omitted]

6. Representations and Warranties.

Grantee represents, warrants and covenants that: (i) it has the power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) the execution, delivery and performance of this Agreement does not violate or conflict with any other agreement to which Grantee is a party or by which it is bound; (iii) Grantee has not previously entered into any agreement that would restrict Grantee in the performance of the Services; (iv) Grantee shall comply with all Applicable Law in performing its obligations under this Agreement; (v) Grantee shall use commercially reasonable efforts to verify that each of its employees performing Services is legally entitled to work in the United States and has all necessary visas and work permits; (vi) Grantee has the capacity and resources to perform the Services; (vii) all Services shall be performed by qualified personnel in a timely, professional and workmanlike manner in accordance with generally accepted industry practices; (viii) Grantee is either a governmental entity political subdivision of a governmental entity, or is recognized by the Internal Revenue Service (the “IRS”) as a public charitable organization under sections 501(c)(3) and 509(a)(1), (2) or (3) of the Internal Revenue Code, and will inform the Claims Administrator immediately of any changes in, or IRS proposed or actual revocation (whether or not appealed) of such tax status; and (ix) all Grant funds shall be used only for the purposes described herein.

7. [Intentionally Omitted]

8. [Intentionally Omitted]

9. Miscellaneous.

9.1 Subcontracting. Notwithstanding any provision in this Agreement to the contrary, Grantee shall not subcontract any of its obligations under this Agreement to any third party unless approved in writing by the Claims Administrator.

9.2 Successors and Assigns. The terms and conditions of this Agreement shall be binding upon the Parties and inure to the benefit of the Parties and their respective successors and permitted assigns; provided, however, that, unless otherwise provided in this Agreement, the obligations of the Parties under this Agreement may not be delegated nor shall any rights be assigned or transferred, including by merger, reorganization, change of control, acquisition or sale of all or substantially all of its assets or business or otherwise (including, without limitation, by operation of law) (collectively a “Sale Transaction”), by a Party without the other Parties’ prior written consent.

9.3 Compliance with Laws. Grantee and its respective employees and agents shall comply with all Applicable Law in performance under this Agreement.

- 9.4 Tax Responsibility. Grantee shall be responsible for the payment of any taxes that might be due from or assessed on any of the Grant funds received under this Agreement.
- 9.5 Maintenance of Books and Records. In order to implement and effectuate the audit rights of the Claims Administrator as described in Paragraph 3.5, Grantee shall maintain its books and records and other documents pertaining to the use and disposition of the grant funds received and to the Services rendered under this Agreement, for a period of at least three (3) years after the Termination Date.
- 9.6 Dispute Resolution. Any and all claims, disputes and controversies arising under or relating to this Agreement that cannot be resolved by the Parties shall be determined solely in the Court, under Louisiana law without regard to its conflicts of law provisions. All Parties waive the right to a jury trial. In the Court's discretion, the prevailing Party in any dispute arising from this Agreement may be awarded reasonable attorney's fees.
- 9.7 Complete Agreement. This Agreement and any exhibits, together with any addenda, set forth the entire agreement of the Parties with respect to Services hereunder, and any prior or contemporaneous promotional fund grant agreements, promises, conditions or understandings are superseded and/or replaced with this Agreement.
- 9.8 Modification. No provision of this Agreement may be changed unless the change is set forth in a written amendment to this Agreement signed by the Parties.
- 9.9 No Waiver. If a Party waives compliance with any term or condition of this Agreement, it shall be not deemed a waiver of any other right, nor to permit less than strict compliance with any term or condition on any future occasion.
- 9.10 Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the law of the State of Louisiana without reference to its conflict of laws principles. To the extent that any provision is found to be unenforceable or invalid, then such provision shall be ineffective only to the extent of such unenforceability or invalidity, and shall not affect the enforceability or validity of any other provision of this Agreement.
- 9.11 Notices. All notices and correspondence required to be given by this Agreement shall be delivered by hand or certified mail, return receipt requested and postage pre-paid, or by a nationally recognized courier service, or by facsimile transmission, and be addressed as follows:

If to Claims Administrator and/or Settlement Trust:

Patrick Juneau
935 Gravier St.
Suite 1905
New Orleans, LA 70112
Phone: 504-934-4920

Fax: 504-934-4998
Email: mjj@dheclaims.com

If to Grantee:

Pamela H. Allen, Escambia Extension
3740 Stefani Road
Cantonment, FL 32533
Phone: 850-475-5230
Fax: 850-475-5233
Email: pha@ufl.edu

- 9.12 Counterparts. This Agreement may be executed in one or more counterparts which taken together shall constitute one single agreement between the Parties.
- 9.13 Independent Contractors. Grantee is an independent contractor. No Party to this Agreement is an agent, representative, joint venturer, or partner of any other Party. No Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, any other Party. Each Party shall bear its own costs and expenses in performing the Agreement. Grantee shall be responsible for the payment of all fees, wages and/or salaries payable to Grantee personnel and for providing Grantee personnel with any fringe benefits to which they are entitled by reason of being an employee or contractor of Grantee. Grantee shall comply, at its expense, with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal social security law, the Fair Labor Standards Act and all other applicable federal, state and local laws and regulations relating to terms and conditions of employment required to be fulfilled by employers. Grantee shall comply with all applicable occupational health and safety laws, standards and requirements pertaining to the Services, including, but not limited to, OSHA standards and analogous state standards for work performed under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement which shall be effective on the date first above-written, to be executed on their behalf by the undersigned duly authorized individuals.

Settlement Trust

By:

Signature

Patrick Juneau
Printed Name

Trustee
Printed Title

Date

Grantee:

See below

Signature

Printed Name

Printed Title

Date

✓

Claims Administrator

By:

Signature

Patrick Juneau
Printed Name

Claims Administrator
Printed Title

Date

Board of County Commissioners
Escambia County, Florida

Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: K. H. [Signature]

Date: 11/3/15

INTENTIONALLY LEFT BLANK

Schedule 1

Description of Services

Based upon the marketing plan submitted, the following deliverables must be submitted for project completion:

The University of Florida will implement a marketing initiative to promote “Naturally EscaRosa.” This marketing initiative will include airport mural, rack cards, business advertising cards, magnets, window clings, video, newspaper and magazine advertising.

Deliverables for the project include:

1. Submit quarterly reports that outline the marketing efforts that have occurred during the quarter, beginning December 1, 2015.
2. Submit photos of the airport mural showing the promotion of Naturally EscaRosa.
3. Submit original rack card produced as part of this project.
4. Submit original business advertising cards produced as part of this project.
5. Submit one refrigerator magnet produced to promote Naturally EscaRosa.
6. Submit photos of the window clings used to promote Naturally EscaRosa.
7. Submit the print ads placed in the Independent Weekly, April, May, June and July 2016 issues.
Note: Name and date of publication must be visible on the page with the ad.
8. Submit the print ad placed in Bella Magazine, April 2016 issue. Note: Name and date of publication must be visible on the page with the ad.
9. Submit a copy of the 30-60-second video on a disk or flash drive. Note: Links to websites such as YouTube, Facebook, Twitter, or links in emails to the video are not sufficient as a deliverable.
10. Submit a final wrap-up report that summarizes the project and ensures that all deliverables were submitted.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9360

County Administrator's Report 11. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Notice of Award for Planning Assistance for the Development of the Multi-Year Implementation Plan Relating to RESTORE

From: Keith Wilkins, Department Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Notice of Award for Planning Assistance for the Development of the Multi-Year Implementation Plan Relating to RESTORE - Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board acknowledge and accept the Notice of Award (Grant No. RDCGR080002-01-00) for planning assistance for the development of the Multi-Year Implementation Plan (MYIP) relating to RESTORE (Resources, Ecosystems Sustainability, Tourist Opportunities and Revived Economies) from the U.S. Department of the Treasury, Office of the Fiscal Assistant Secretary/Office of Gulf Coast Restoration, in the amount of \$415,850.11.

[Funding: Fund 102, Economic Development Fund]

BACKGROUND:

An application was submitted to the U.S. Department of the Treasury for planning assistance in preparation of the Multi-Year Implementation Plan (MYIP) for \$415,850.11. The County's Department of Natural Resources Management has received a Notice of Award from the U.S. Department of the Treasury. These funds are to reimburse the County for consulting services by Dewberry, the County's RESTORE Act Coordinator and indirect funds. In addition to the RESTORE Act Coordinator position, the funds will be used to hire a temporary RESTORE Program Manager, perform a Risk Assessment, and create a Best Available Science Tool as well as other associated indirect costs.

BUDGETARY IMPACT:

Fund 102, Economic Development Fund

LEGAL CONSIDERATIONS/SIGN-OFF:

There are no legal considerations at this time associated with this recommendation. Legal review and sign-off will be requested as needed.

PERSONNEL:

Department of Natural Resources Management staff will manage the County's RESTORE program.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation requires approval by the Board.

IMPLEMENTATION/COORDINATION:

The County's Department of Natural Resources Management will coordinate with the U.S. Department of the Treasury and other entities, as needed, to implement the requirements of the Planning Assistance Award and MYIP.

Attachments

PlanningAppicationNoticeOfAward-RESTORE

1. DATE ISSUED MM/DD/YYYY 11/04/2015
2. CFDA NO. 21.015
3. ASSISTANCE TYPE Formula Grant

U.S. DEPARTMENT OF THE TREASURY

Office of the Fiscal Assistant Secretary

Office of Gulf Coast Restoration

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain
in effect unless specifically rescinded

4. GRANT NO. 1 RDCGR080002-01-00
Formerly
5. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY
From 12/01/2015 Through 11/30/2016

7. BUDGET PERIOD MM/DD/YYYY
From 12/01/2015 Through 11/30/2016

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Resources and Ecosystems Sustainability, Tourist Opportunities, and
Revived Economies of the Gulf Coast States

8. TITLE OF PROJECT (OR PROGRAM)
Planning Assistance for the Development of the Multi-Year Implementation Plan

9a. GRANTEE NAME AND ADDRESS
Escambia County Board of County Commissioners
221 Palafox Pl
Pensacola, FL 32502-5827

9b. GRANTEE PROJECT DIRECTOR
Keith Wilkins
221 Palafox Pl
Pensacola, FL 32502-5827
Phone: 850-595-4988

10a. GRANTEE AUTHORIZING OFFICIAL
Amy Lovoy
221 Palafox Pl
Pensacola, FL 32502-5827
Phone: 850-595-3935

10b. FEDERAL PROJECT OFFICER
Mr. John Stutts
1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001
Phone: 202-622-0239

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only		II
II Total project costs including grant funds and all other financial participation		
a.	Salaries and Wages	69,653.35
b.	Fringe Benefits	23,267.20
c.	Total Personnel Costs	92,920.55
d.	Equipment	0.00
e.	Supplies	1,343.00
f.	Travel	0.00
g.	Construction	0.00
h.	Other	0.00
i.	Contractual	283,782.00
j.	TOTAL DIRECT COSTS →	378,045.55
k.	INDIRECT COSTS	37,804.56
l.	TOTAL APPROVED BUDGET	415,850.11
m.	Federal Share	415,850.11
n.	Non-Federal Share	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	415,850.11
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	415,850.11
13. Total Federal Funds Awarded to Date for Project Period	415,850.11

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

- a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER (See REMARKS)

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -

☒ Yes

☐ No)

See next page

GRANTS MANAGEMENT OFFICIAL: Kristine Conrath, Deputy Assistant Fiscal Secretary

17. OBJ CLASS 410001	18a. VENDOR CODE 1280188	18b. EIN 596000598	19. DUNS 075079673	20. CONG. DIST. 01
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. Direct	b. RDCGR080002	c. RDC	d. \$415,850.11	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 11/04/2015
GRANT NO. 1 RDCGR080002-01-00	

REMARKS:

This award is approved by Kristine Conrath, Authorizing Official.

Accepting this award in GrantSolutions.gov constitutes acceptance of this award and the Standard Terms and Conditions and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the awardee in an ASAP.gov account.

See next page.

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 11/04/2015
GRANT NO. 1 RDCGR080002-01-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
12/01/2015	03/31/2016	Semi-Annual	04/30/2016
04/01/2016	09/30/2016	Semi-Annual	10/30/2016
10/01/2016	11/30/2016	Final	02/28/2017

RESTORE Act - SPECIAL AWARD CONDITIONS

- The following Special Award Conditions apply to this award:

Special Condition 1: Prior to Treasury's disbursement of \$283,782.00, of the total \$415,580.11 award, to fund Escambia County's contract with Dewberry Consultants, LLC (Dewberry), Escambia County must submit to Treasury evidence, in form and substance satisfactory to Treasury, that Escambia County has entered into a written amendment to its contract with Dewberry, signed by Dewberry's authorized official, in which Dewberry agrees to comply with the RESTORE Act Standard Terms and Conditions and Program-Specific Terms and Conditions for the portion of its work under the contract for multiyear plan preparation.

Special Condition 2: Escambia County may not use more than 3% of the total award funds received for administrative costs, as this term is defined in 31 CFR 34.2. It may include non-administrative indirect costs in its budget. Escambia County is required to report its total indirect costs and administrative costs incurred during the reporting period on each of its Federal Financial Report (SF-425) submissions. Escambia County must maintain documentation supporting the classification of indirect costs as administrative or non-administrative costs as described in 31 CFR 34.2.

Special Condition 3: Prior to Treasury's disbursement of \$37,804.56, of the total \$415,580.11 award, to fund Escambia County's indirect costs, Escambia County must submit to Treasury a letter from its cognizant agency stating that Escambia County is in compliance with regulations governing the preparation of its indirect cost rate proposal. Pursuant to 2 CFR 200's Appendix VII, the letter may state a provisional rate.

Special Condition 4: Federal funds under this award may be used only for the approved scope of work, which includes only activities for the preparation of Escambia County's Direct Component Multiyear Implementation Plan. Activities associated with the preparation of any other RESTORE Act or Deepwater Horizon-related plan or project are ineligible activities under this award.

RESTORE Act - FUNDING AUTHORIZATION

- Funding Authorization

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to the Award	Amount Authorized for ASAP Account	Notes
\$415,850.11	\$321,586.56	\$0.00	\$94,263.55	Initial Authorization with SAC #1 and SAC #3 restrictions

AWARD ATTACHMENTS

Escambia County Board of County
Commissioners

1 RDCGR080002-01-00

1. Standard and Program Specific Terms and Conditions_Direct Component
2. Approved Scope of Work

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

January 2015



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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury (“Treasury”)
2. The RESTORE Act Financial Assistance Standard Terms and Conditions (“Standard Terms and Conditions”)
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions (“Program-Specific Terms and Conditions”)
4. The approved application, including all documents, certifications, and assurances that are part of the approved application
5. The approved scope of work
6. The approved budget
7. Any special terms and conditions applied by Treasury to the award (“Special Award Conditions”)

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award (“Award”), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury’s Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB’s Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury’s RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program Specific Terms and Conditions in this Section A:

1. Administrative Costs

- a. Administrative costs are defined at 31 C.F.R. § 34.2.
- b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Costs borne by subrecipients and contractors do not count toward the three percent cap.
- c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

3. Performance Reports

The recipient must submit with each "Performance Progress Report" (SF PPR) (see Section D below) an updated "Milestones Form" (standard format provided by Treasury) with the status of each milestone included in the recipient's approved application (the "Milestones Form"), including the milestone description, estimated completion date (do NOT change this from the original in the application), actual completion date (if applicable), percent complete (if not fully completed), and, if applicable, the reason for any delays.

4. Remedies for Non-compliance

- a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, Treasury will make no additional payments to the recipient from the RESTORE Trust Fund, including no payments from the RESTORE Trust Fund for activities, projects, or programs other than Direct Component activities, projects, or programs, until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the RESTORE Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.
- b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

**B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF
EXCELLENCE RESEARCH GRANTS PROGRAM – *NOT APPLICABLE TO THIS AWARD***

STANDARD TERMS AND CONDITIONS

AWARDS UNDER DIRECT COMPONENT AND AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

C FINANCIAL REQUIREMENTS

1. Applicable Regulations

This Award is subject to the following federal regulations and requirements. This list is not exclusive:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through E, and any Treasury regulations incorporating these requirements. Subpart F will apply to audits of the recipient's fiscal years beginning on or after December 26, 2014. Until then, the recipient must comply with OMB Circular A-133.
- b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.
- c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.
- d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20
- e. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.
- g. Award Term for Trafficking in Persons, 2 C.F.R. Part 175.

2. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

3. Period of Performance; Pre-award Costs

The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is costs incurred prior to the effective date of this Award, which are allowable only if:

- a. Treasury specifically authorized these costs in writing prior to the issuance of this Award;
- b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and
- c. These costs would have been allowable if incurred after the date of the award.

4. Indirect Costs

- a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

- b. Indirect costs charged must be consistent with the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.
- c. Unallowable direct costs are not recoverable as indirect costs.
- d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:
 - i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or
 - ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

5. Cost Sharing and Budget Limitations

- a. The recipient is not required to contribute any matching funds.
- b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source, without first notifying Treasury.

6. Program Income

Any program income (defined at 2 C.F.R. § 200.80) generated during the period of performance must be included in the approved budget and be used for the purposes and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

7. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

8. Tax Refunds

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. Subawards

- a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.
- b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).
- c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.
- d. The recipient must provide training and technical assistance to the subrecipient as necessary.
- e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.
- f. If lower tier subawards are authorized, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.
- g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.
 - i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.
 - ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.
 - iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.
 - iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. Financial Reports

- a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance. In the remarks section of each SF-425 submitted, the recipient must provide the following information:
 - i. A description of the use of all funds received; and
 - ii. A certification that the recipient maintains written documentation sufficient to demonstrate the accuracy of the information and certifications provided.

The report must be signed by a senior authorized official of the organization or entity receiving grant funds who can legally bind the organization, and who has oversight and authority over the administration and use of the funds in question.

- b. The recipient must submit all financial reports via <http://www.GrantSolutions.gov>, unless otherwise specified by Treasury in writing.

2. Performance Reports

- a. The recipient must submit an SF-PPR ("Performance Progress Report") and a "Status of Performance Report" (standard format provided by Treasury) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report which is due 90 days following the end of the period of performance.
- b. The recipient must submit all reports in a. above via <http://www.GrantSolutions.gov>, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:
 - i. In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:
 - a) In Section B-1:
 - 1) Summarize activities undertaken during the reporting period;
 - 2) Summarize any key accomplishments, including milestones completed for period;
 - 3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
 - 4) If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the

entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

- 1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
- 2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

c) In Section B-3:

Summarize any significant findings or events, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program.

e) In Section B-5:

- 1) Describe all efforts taken to monitor contractor and/or subrecipient performance, to include site visits, during the reporting period. For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
- 2) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

- ii. The recipient must attach to the SF-PPR a completed "Status of Performance Report." On the "Status of Performance Report," the recipient must provide performance information on the metrics selected at the time of application. The recipient must follow the instructions provided with the form.

3. Interim Reporting on Significant Developments

- a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:
 - i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - ii. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

- b. The recipient must:
 - i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.
 - ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.
 - iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. Audit Requirements

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of OMB Circular A-133 and the Single Audit Act. The requirements of Subpart F of 2 C.F.R. Part 200 supersede the requirements of Circular A-133 for recipient and subrecipient fiscal years beginning on or after December 26, 2014.

5. Operational Self-Assessment

The recipient must submit a revised *Operational Self-Assessment* in the same format as the recipient's most recent submission no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from the previous submission. The recipient must submit the *Operational Self-Assessment* electronically to restoreact@treasury.gov, unless otherwise specified in writing by Treasury. The form may be downloaded at <http://www.treasury.gov/services/restore-act/Pages/default.aspx>.

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

- 1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting the states' own funds. All other recipients must expend and account for funds in accordance with state and local laws and procedures. In addition, all recipients' financial management systems must be sufficient to:
 - a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, Milestones Form, and Status of Performance reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;
 - b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.
 - c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.

- d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).
 - e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.
 - f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
 2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.
 3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of non-compliance. When and if an instance of non-compliance cannot be remedied by the recipient, the recipient must promptly report the instance of non-compliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.
 4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

F RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:
 - a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms (if applicable), all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

- b. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms (if applicable);
 - c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients (if applicable);
 - d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;
 - e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, Milestones Forms, and Status of Performance Reports; and
 - f. Any reports, publications, and data sets from any research conducted under this Award.
- 2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.
 - 3. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.
 - 4. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. Access to Records

- a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
- b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).
- c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General,

and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

2. Access to the Recipient's Sites.

The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

H AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in non-compliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis. If reimbursement is used, Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
2. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
3. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using either the Automated Clearing House (ACH) for next day or future day payments or the Fedwire "Funds" system for same day or immediate need payments. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
4. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.
5. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the

recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for direct activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

6. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).
7. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:
 - a. The recipient receives less than \$120,000 in federal awards per year;
 - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
8. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the recipient and used for administrative costs.

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

J NOTIFICATIONS AND PRIOR APPROVALS

1. Notifications

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

- a. A vacancy or change to key personnel listed in the application.
- b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.
- c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must

provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. Prior Approvals

- a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:
 - i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);
 - ii. A need to extend the period of performance;
 - iii. A need for additional federal funds to complete the activity, project, or program;
 - iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;
 - v. Unless described in the application and funded in this Award, the subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services);
 - vi. If the approved budget includes funds for both construction and non-construction, any transfer between the non-construction and construction activities; and
 - vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles.
- b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

K PROPERTY

1. General Requirements

- a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316, and RESTORE Act requirements concerning the acquisition of land and interests in land at 34 C.F.R. § 34.803.
- b. No real property or interest in real property may be acquired under this Award, unless authorized by a Special Award Condition.

2. Forms Required for Disposition of Supplies and Equipment

- a. Requirements that are applicable to recipients that are states: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures. If the recipient has a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are

not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

- b. Requirements that are applicable to recipients that are not states: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment acquired under this Award if the current fair market value of the equipment is greater than \$5,000 per unit. The recipient must seek disposition instructions before disposing of the equipment by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than \$5,000 per unit or a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award.

L AMENDMENTS AND CLOSEOUT

1. Amendments

- a. The terms of this Award may be amended with the written approval of the recipient and Treasury.
- b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.
- c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

2. Closeout

- a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

Within 90 calendar days after the end of the period of performance, the recipient must submit any outstanding SF-PPR and Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report, unless the recipient requests, and Treasury approves, an extension.
- b. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.
- c. The recipient must promptly refund any balances of unobligated cash that Treasury paid, unless Treasury has authorized the recipient to retain this cash for use in other projects.
- d. Within 90 days after receipt of reports in paragraph (b) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.
- f. The closeout of this Award does not affect any of the following:
 - i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;

- ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
- iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

M REMEDIES FOR NON-COMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.5 above applicable to Direct Component awards):
 - a. Impose additional Special Award Conditions such as:
 - i. Allowing payment only on a reimbursement basis;
 - ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or Status of Performance Report;
 - iii. Requiring additional activity, project, or program monitoring;
 - iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; and/or
 - v. Establishing additional actions that require prior approval;
 - b. Temporarily withhold payments pending correction of the non-compliance;
 - c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;
 - d. Wholly or partly suspend or terminate this Award;
 - e. Withhold additional Awards; and/or
 - f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of non-compliance has occurred, provide details regarding the instance of non-compliance, and indicate the remedy that Treasury proposes to pursue. The recipient will then have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding non-compliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.
3. Instead of, or in addition to, the remedies listed above, Treasury may refer the non-compliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.
4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such

requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.

5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 77.
6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

N DEBTS

1. Payment of Debts Owed the Federal Government

- a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at http://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.
- d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.
- e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal

government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards contain these nondiscrimination requirements.

1. Statutory Provisions

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) (“ADA”), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation.

Revised ADA Standards for Accessible Design for Construction Awards: The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects;

- f. Any other applicable non-discrimination law(s).

2. Other Provisions

- a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), “Equal Employment Opportunity,” as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

- b. EO 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency,” requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

3. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

4. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

- 1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that neither a proposed subrecipient, contractor (if the contract is expected to equal or exceed \$25,000) nor its principals appears on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>.

2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that entity to verify that none of their contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), nor principals that these entities engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, nor that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

R LOBBYING RESTRICTIONS

1. Statutory Provisions

The recipient must comply with the provisions of 31 U.S.C. § 1352, and regulations at 31 C.F.R. Part 21. These provisions generally prohibit the use of federal funds for lobbying the Executive or Legislative Branches of the federal government in connection with this Award, and require the disclosure of the use of non-federal funds for lobbying.

2. Disclosure of Lobbying Activities

The recipient receiving in excess of \$100,000 in federal funding must submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-federal funds for lobbying. The Form SF-LLL must be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

The recipient must include a statement in all subawards, contracts, and subcontracts exceeding \$100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C § 1352. The recipient must further require the subrecipient, contractor, or subcontractor to submit a completed "Disclosure of Lobbying Activities" (Form SF-LLL) regarding the use of non-federal funds for lobbying. The Form SF-LLL must be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Form SF-LLL must be submitted from subcontractor to contractor, and lower tier subrecipient to subrecipient, until received by the recipient.

The recipient must submit the Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to Treasury within 30 days following the end of the calendar period.

S PROCUREMENT

1. The recipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.
3. Requirements applicable to recipients that are states: When executing procurement actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*, as well as any other provisions required by law or regulations.
4. Requirements applicable to recipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.
5. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will forward all requests to Treasury's Office of General Counsel for review before making a decision. Treasury will notify the recipient in writing of the final determination.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.
2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
3. The recipient must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
 - a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;

- b. Documentation to support an exemption for the project;
 - c. Documentation to support deferral for an exemption or IRB review; or
 - d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including the following federal statutes and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package.

- 1. National Historic Preservation Act (16 U.S.C. § 470 et seq.)
- 2. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.)
- 3. Clean Air Act (42 U.S.C. §§ 7401 et seq.), Clean Water Act (33 U.S.C. §§ 1251 et seq.), and EO 11738
- 4. The Flood Disaster Protection Act of 1973 (42 U.S.C. § 4002 et seq.)
- 5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
- 6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
- 7. The Coastal Barriers Resources Act, (16 U.S.C. § 3501 et seq.)
- 8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. §§ 1271 et seq.)
- 9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f-j)
- 10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. §§ 6901 et seq.)
- 11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (41 U.S.C. § 11001 et seq.)
- 12. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801)
- 13. Marine Mammal Protection Act (16 U.S.C. § 31)
- 14. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
- 15. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, February 11, 1994, as amended
- 16. Floodplain Management, EO 11988 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended
- 17. Coral Reef Protection, EO 13089, June 11, 1998
- 18. Invasive Species, EO 13112, February 3, 1999, as amended

19. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186, January 10, 2001
20. Preparing the United States for the Impacts of Climate Change, EO 13653, November 1, 2013

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. Disclaimer Provisions

- a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.
- b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. Prohibited and Criminal Activities.

- a. The Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements (18 U.S.C. §1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False Claims (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act (31 U.S.C. 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs.
- e. Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. Political Activities

The recipient must comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. American-Made Equipment and Products.

The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

6. Increasing Seat Belt Use in the United States.

Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. Minority Serving Institutions (MSIs) Initiative.

Pursuant to EOs 13555, 13270, and 13532, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website (see <http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>).

8. Research Misconduct

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. §§ 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. §§ 1531 et seq.); Marine Mammal Protection Act (16 U.S.C. §§ 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as amended, and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;
 - ii. Procure a commercial sex act during the period of time that this Award is in effect; or
 - iii. Use forced labor in the performance of this Award or subawards under this Award.
2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or
 - ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - A. Associated with performance under this Award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 31 C.F.R. part 19.

b. Provision applicable to a recipient other than a private entity. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or

2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - i. Associated with performance under this Award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 31 C.F.R. part 19.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.
3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or
 - ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
 - i. means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - ii. includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - B. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

11. The Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282, 31 USC § 6101 note)

- a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.
- b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e.*, prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed on <http://www.USASpending.gov>.
- c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to \$25,000. This includes any action that brings the cumulative total award to \$25,000 or more. This report must be filed electronically at <http://www.fsrs.gov>.
- d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—
 - i. The total federal funding authorized to date under this Award is \$25,000 or more; and
 - ii. In the preceding fiscal year, the recipient received—
 - 1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - 2) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on

subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.

- f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, CCR) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
- g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

12. Publications and Signage

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: "This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury."

13. Homeland Security Presidential Directive 12

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, and OMB Memorandum M-05-24. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.13. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

- a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:
 - i. When no longer needed for subaward or contract performance;
 - ii. Upon completion of the subrecipient or contractor employee's employment;
 - iii. Upon subaward or contract completion or termination.

14. Foreign Travel

- a. The recipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.
- b. The recipient must comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.
- c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website <http://www.state.gov/e/eeb/tra/>.
- e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and

flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

15. Export Control

- a. This clause applies to the extent that this Award involves access to export-controlled items.
- b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions
 - i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.
 - ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.
- d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.
- e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.
- f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.
- g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has

jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including releases of such items to foreign nationals.

- h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

RESTORE Act Direct Component Financial Assistance Application
Department of the Treasury

OMB Approval No. 1505-0250

Directions: Complete one of these forms for <u>EACH</u> proposed activity for which the applicant is requesting Direct Component funds.			
GENERAL INFORMATION:			
Applicant Name:	Escambia County		
Name and Contact Information of the Person to be contacted on matters concerning this application (POC):	POC Name: Keith Wilkins POC Title: Department Director, Department of Natural Resources Management POC Email: ktwilkin@co.escambia.fl.us POC Phone: (850) 595-4988		
Proposed Activity Name (from multiyear plan):	Planning Assistance for the Development of the Multi-Year Implementation Plan		
A. STATUTORY QUESTIONS			
1. Qualifying eligible activity: Please check the primary eligible activity in the first column and then all other eligible activities that apply in the second column by placing an "X" in the column in the row corresponding to the qualifying eligible activity. *This information will assist Treasury when it prepares reports that describe how grantees use Direct Component funds to address their eligible activities.	Select Primary Activity	Select All Others That Apply	
	<input type="radio"/>	<input type="checkbox"/>	Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches and coastal wetlands of the Gulf Coast Region
	<input type="radio"/>	<input type="checkbox"/>	Mitigation of damage to fish, wildlife and natural resources
	<input type="radio"/>	<input type="checkbox"/>	Implementation of a federally approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring
	<input type="radio"/>	<input type="checkbox"/>	Workforce development and job creation
	<input type="radio"/>	<input type="checkbox"/>	Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill
	<input type="radio"/>	<input type="checkbox"/>	Infrastructure projects benefitting the economy or ecological resources, including port infrastructure
	<input type="radio"/>	<input type="checkbox"/>	Coastal flood protection and related infrastructure
	<input checked="" type="radio"/>	<input type="checkbox"/>	Planning assistance
	<input type="radio"/>	<input type="checkbox"/>	Promotion of tourism in the Gulf Coast Region, including recreational fishing
	<input type="radio"/>	<input type="checkbox"/>	Promotion of the consumption of seafood harvested from the Gulf Coast Region

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, RESTORE Act Program, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

<p>2. Was this proposed activity included in any claim for compensation paid out by the Oil Spill Liability Trust Fund after July 6, 2012?</p> <p>If “Yes,” this activity is not eligible for a Direct Component grant.</p>	<p>Yes</p> <p><input type="radio"/></p>	<p>No</p> <p><input checked="" type="radio"/></p>
<p>3. Location</p> <p>(a) Please provide the actual address for the activity (street address, municipality(ies), county/parish, state, zip code). (If there is no street number, provide the nearest intersection or note boundaries on provided map.) If there is more than one location for the activity, attach a list of the additional locations (street address, municipality(ies), county/parish, state, zip code).</p>	<p>Street address: 221 Palafox Place</p> <p>Municipality(ies): Pensacola</p> <p>County/parish: Escambia</p> <p>State: Florida</p> <p>Zip code: 32502</p>	
<p>(b) Applicants must demonstrate that the proposed activity will be carried out in the Gulf Coast Region. An activity is carried out in the Gulf Coast Region when, in the reasonable judgment of the entity applying to Treasury for a grant, each severable part of the activity is primarily designed to restore or protect that geographic area. [Directions: Please describe how the proposed activity will be carried out in the Gulf Coast Region. Please limit the response to no more than two pages. In addition, applicant must attach a map that includes the location that the activity is primarily designed to restore or protect.]</p>		
<p>All tasks in the proposed activity scope are limited to the geographic boundaries of Escambia County, Florida. Escambia County is located in northwest Florida in the Gulf Coast Region. The scope includes development of the Multiyear Implementation Plan (MYIP) and supporting data specific to Escambia County. Although the activity tasks are being developed only for Escambia County, they may also be applicable, reproducible, or scalable for other counties in the Gulf Coast Region.</p>		

<p>B. DISCUSSION OF SPECIFIC ACTIVITY</p> <p><i>IF APPLICABLE, PLEASE FOLLOW SPECIFIC DIRECTIONS FOR NON-FEDERAL SHARE OF ANOTHER FEDERALLY FUNDED ACTIVITY and ACTIVITIES APPROVED PRIOR TO JULY 6, 2012 in the application guidance</i></p>
<p>1. Proposed Activity Description</p> <p>[Directions: Describe the scope of work for the proposed activity. Please limit the response to no more than 5 pages. If the applicant is proposing a program, rather than a project or activity, the applicant must provide specific tasks regarding the program’s activities and operations. The applicant must specify whether all program activities will be carried out by the program personnel described in B3. If not, the applicant must specify whether the program will require contracts or subawards to accomplish the proposed scope of work. If using contracts, the applicant must provide details in B5. If subawards, the applicant must provide details in B6. The applicant should contact RESTOREAct@treasury.gov for further guidance prior to combining several small projects or activities into a single program. Treasury will require programmatic reporting on all subawards, and</p>

will require the applicant to apply the relevant provisions of the Direct Component Grant Agreement to every subrecipient (subawardee).]

To view changes made to this document please see additional upload

OVERVIEW:

Escambia County will develop a Multi-Year Implementation Plan (MYIP) and supporting documentation in accordance with the Direct Component under the RESTORE Act and in compliance with the RESTORE Act, Treasury regulations and all applicable rules and laws. The MYIP will incorporate a best available science tool (BAST) in order to produce a MYIP that is based on the best available information and the priorities most critical to Escambia County's needs. The county will also perform an Enterprise Wide Risk Assessment, a one-time planning cost, to ensure all processes are in order for the MYIP to be implemented and in compliance with the Standards for Internal Control in the Federal Government (greenbook) as required by the U.S. Treasury Audit. Development of the MYIP consists of eight tasks, as follows:

Pre-Award Tasks (prior to May 31, 2015):

- | | | |
|----|--|-----------------------|
| 1. | Develop approach for MYIP | June 2013 – Dec. 2014 |
| 2. | Stakeholder Coordination and Needs Assessment (Dewberry) | July 2014 – Dec. 2014 |
| 3. | Develop Selection Criteria (Dewberry) | Nov. 2014 – May 2015 |

Timeline from May 31, 2015:

- | | | |
|----|--|------------------------|
| 4. | Develop project submittal process and accept projects | June 2015 – Sept. 2015 |
| 5. | Develop Best Available Science Tool (BAST) | Aug. 2015 – Oct. 2015 |
| | a. Issue personnel advertisement for BAST | Aug. 2015 |
| | b. Hire personnel for BAST | Sept. 2015 |
| | c. Identify, acquire, and review BAS documents | Sept. – Oct. 2015 |
| | d. Finalize database and produce final report for BAST | Oct. 2015 |
| 6. | Conduct Enterprise Wide Risk Assessment | Sept. 2015 – Dec. 2015 |
| | a. Issue RFP for Enterprise Wide Risk assessment | Sept. 2015 |
| | a. Award RFP for Enterprise Wide Risk assessment | Sept. 2015 |
| | d. Conduct the assessment | Nov. 2015 |
| | e. Perform necessary preparations from assessment | Dec. 2015 |
| 7. | Rank and recommend projects | Oct. 2015 – Dec. 2015 |
| 8. | Produce final draft MYIP | Jan. 2016 – June. 2016 |

TASK 1: Develop approach for MYIP (\$0.00)

The purpose of this task is to provide assistance and analysis to County staff in the approach for MYIP development to assure it complies with all relevant Treasury Guidance as it was developed, the RESTORE Act, 2 C.F.R., Part 200, Standard Terms and Conditions for Grant Agreements as they were developed and all other relevant authority. This task was necessary to analyze these authorities to plan development, approach for, and ultimately the final MYIP.

TASK 2: Stakeholder Coordination and Needs Assessment (\$74,388.17)

This task includes identification of critical community needs through the public participation process. Starting in May 2013 and proceeding over the next 20 months, the RESTORE Advisory Committee held several public meetings and solicited input from community leaders, local professionals, community advocates, infrastructure managers and the public at large to develop a truly comprehensive Needs Assessment. Significant additional efforts are planned in order to align the community's needs with the proposed RESTORE activities to complete the MYIP. Dewberry and County staff carried out this activity. This task was necessary to development of the MYIP and is eligible as a pre-award cost. This task meets the following eligibility criteria as outlined in OMB Uniform Guidance at 2 C.F.R. 200.458:

Justification:

(1) Eligible Costs. Were the costs incurred for a specific activity that is eligible for Direct Component funding?

A: Yes. This activity qualifies as planning assistance and planning assistance is an eligible activity under the Direct Component funding. This activity is also necessary to meet the requirements of 31 C.F.R. § 303(b)(9).

(2) Costs Directly Pursuant to the Negotiation and in Anticipation of the Federal Award. Were the costs incurred directly pursuant to the negotiation of the specific Federal award and in anticipation of the Federal award?

A: Yes. This task was performed during and after the RESTORE Act Interim Final Rule was developed. The task was performed as a first step in development of the MYIP in anticipation of planning assistance funds being made available for development of the MYIP.

(3) Costs Necessary for Efficient and Timely Performance of the Scope of Work. Are the costs incurred necessary for the efficient and timely performance of the scope of work of the Federal award?

A: Yes. Informing, engaging, and soliciting input from the public was a necessary first step towards development of the MYIP. Development of the MYIP will take approximately 18 months total and completion of this task has allowed Escambia County to move forward in the next phase of the MYIP development. This activity is also required to meet the standard of "meaningful input from the public" pursuant to 31 C.F.R. § 303(b)(9).

(4) Allowable Costs. Would the costs incurred have been allowable if they had occurred after the date of the specific Federal award?

A: Yes, the costs associated with this task are in accordance 2 C.F.R. Part 200. These are allowable costs with reasonable fees.

(5) Written approval of the Federal awarding agency. Did the applicant receive prior written approval of the Federal awarding agency for the pre-award costs?

A: Escambia County hereby requests written approval as a part of this application in accordance with guidance from Treasury and the RESTORE Act Frequently Asked Questions Relating to the Direct Component Program issued by Treasury on October 17, 2014. The pre-award costs for activities in this task were necessary to begin development of the MYIP in accordance with the Treasury regulations adopted on October 14, 2014. The costs are eligible as planning assistance under the RESTORE Act Direct Component.

TASK 3: Development of Selection Criteria (\$57,154.71)

This task includes adoption of criteria by which projects will be evaluated and ranked. The

selection criteria were based on the comprehensive needs assessment completed in Task 2 in order to educate and inform applicants on which projects will address the most critical needs in the County and to perform the ranking and recommending of projects outlined in Task 7. Dewberry and County staff performed this task. This task is eligible as a pre-award cost and meets the following criteria as outlined in OMB Uniform Guidance at 2 C.F.R. 200.458:

Justification:

(1) Eligible Costs. Were the costs incurred for a specific activity that is eligible for Direct Component funding?

A: Yes. This activity qualifies as planning assistance and planning assistance is an eligible activity under the Direct Component funding. This activity is also required by 31 C.F.R. § 303(b)(7).

(2) Costs Directly Pursuant to the Negotiation and in Anticipation of the Federal Award. Were the costs incurred directly pursuant to the negotiation of the specific Federal award and in anticipation of the Federal award?

A: Yes. This task was performed after the RESTORE Act Interim Final Rule was developed. The task was performed as a step in development of the MYIP in anticipation of planning assistance funds being made available for development of the MYIP.

(3) Costs Necessary for Efficient and Timely Performance of the Scope of Work. Are the costs incurred necessary for the efficient and timely performance of the scope of work of the Federal award?

A: Yes. Developing selection criteria was a necessary step in development of the MYIP and has allowed Escambia County to continue with development of the MYIP, which will take approximately 18 months total.

(4) Allowable Costs. Would the costs incurred have been allowable if they had occurred after the date of the specific Federal award?

A: Yes, the costs associated with this task are in accordance with 43 CFR 12, Part 12 and OMB Circular No. A-87 as incorporated into 2 C.F.R. Part 200. These are allowable costs with reasonable fees.

(5) Written approval of the Federal awarding agency. Did the applicant receive prior written approval of the Federal awarding agency for the pre-award costs?

A: Escambia County hereby requests written approval as a part of this application in accordance with guidance from Treasury and the RESTORE Act Frequently Asked Questions Relating to the Direct Component Program issued by Treasury on October 17, 2014. The pre-award costs for activities in this task were necessary for development of the MYIP in accordance with the Treasury regulations adopted on October 14, 2014. The costs are eligible as planning assistance under the RESTORE Act Direct Component.

TASK 4: Develop Project Submittal Process and Accept Projects (\$76,967.20)

This task includes development of a project submittal online portal and several public workshops to educate the public and stakeholders on the project submittal process. This process will be conducted simultaneously with Task 5 to inform Tasks 7 and 8. Dewberry will carry out this task with assistance from County staff.

TASK 5: Develop Best Available Science Tool (BAST) (\$33,973.40)

The primary purpose of this task is to identify and classify scientific documents to directly inform the ranking of projects in Task 7. The results of this tool will provide the basis for which environmental restoration and other natural resource projects can be prioritized. The tool will also be used to directly inform the specific design of restoration projects (a part of Task 8) so that efforts are focused on the environmental issues most critical to Escambia County. Thorough review, analysis and understanding of the information contained within the body of knowledge known as "Best Available Science" (BAS) are imperative for the wise expenditure of RESTORE Act funds. RESTORE Act and subsequent implementation and administrative policies recognize and require use of BAS to support the conclusion that the proposed scope of work is an effective way to achieve the stated objectives that are set out in the Act. Substantial existing evidence indicates environmental and ecological degradation of waterways within the Pensacola Bay System and Perdido Bay System. What are less well known are the individual and numerous root causes of the existing degraded conditions. Successful and efficient restoration actions are dependent upon implementing solutions to the most serious root causes within the affected waterways and watersheds. Utilization of science in the implementation of RESTORE Act programs and projects recognizes the value of the Scientific Method- making observations, developing predicted outcomes (hypothesis), developing design & methods, implementation, comparing results to predicted outcomes. Following the scientific method ensures maximum potential for success, as well as improving the body of knowledge for future restoration. At least two general categories of documents may be considered as "Best Available Science": 1) peer-reviewed articles published in the scientific literature, thesis and doctoral work, etc. 2) natural resources management plans, monitoring results, and reports from tribal, municipal, local, regional, state, and federal entities/agencies. Other useful information includes documents and reports from Professional Associations, Non-Governmental Organizations (NGOs), and Watershed Working Groups.

Development of the BAST is crucial to the successful development of a MYIP. This is evidenced by the RESTORE Act requirement to use the "Best Available Science" in the implementation of RESTORE Act activities. At present, the voluminous quantity of scientific literature that may be pertinent to development of Escambia County's MYIP has not been queried, identified or reviewed for the intended utilization. An additional voluminous quantity of "grey literature", including reports, management plans, etc. produced by Florida Department of Environmental Protection, Northwest Florida Water Management District, Florida Fish and Wildlife Conservation Commission, US Geological Survey, US Environmental Protection Agency, US Fish and Wildlife Service, National Marine Fisheries Service, and other agencies will be pertinent and crucial to the successful development and implementation of Escambia County' MYIP. The proposed activity includes development of a BAST for Escambia County's use. The process of creating a searchable database of pertinent and applicable peer-reviewed scientific literature, appropriate existing reports, management plans, etc. will likely yield consensus regarding: existing environmental degradation and other problems; potential solutions with greatest probability of success; identification of the appropriate sequence and timing of implementation; identification of risks; and, other pertinent information to be used to screen, rank, coordinate (with other projects) and implement projects funded by RESTORE Act as well as future projects. The proposed tasks are to identify, acquire, and review BAS documents, digitize all documents, create a searchable database, and produce a final report. Information will be directly related to waterways of Escambia County, including tributaries and watershed areas that influence the

Pensacola Bay System (including Escambia River, Blackwater River, Yellow River, East Bay River, and Santa Rosa Sound) and Perdido Bay System (including Perdido River, Styx River, Elevenmile Creek, Big Lagoon, Old River, Soldier Creek, Palmetto Creek, Wolf Bay). The tributaries and watersheds influencing the Pensacola Bay System and Perdido Bay System extend into neighboring counties in Florida and Alabama, therefore important factors and significant effects occur beyond Escambia County. The search for applicable BAS should include these geographic regions as well. Also to be included in this search for BAS are studies, reports, management plans and other documents from locations beyond the geographic boundaries of the Pensacola Bay System and Perdido Bay System if these works are relevant to similar geographic, hydrographic, ecological or environmental conditions. Because stormwater connects waterways with the adjacent terrestrial watersheds, particularly useful information will also be found in stormwater permit and monitoring documents. Municipal wastewater treatment systems and other point-source permits, monitoring and other reports are also relevant sources of BAS. This task will be performed by hired Escambia County staff.

TASK 6: Conduct Enterprise Wide Risk Assessment (\$0.00 Direct Funds)

In July 2015 the Treasury Department conducted a RESTORE Grant Pre-Award Internal Control Audit to ensure that Escambia County had sufficient internal controls and processes in place to be compliant with all elements of the RESTORE Act and related CFR regulations. The firm Williams, Adley, representing the Treasury Department, conducted the audit and made the following finding and also shown in the highlighted attachment:

“The County has not formalized or performed an internal risk assessment related to its overall organizational structure and capacity to ensure sufficient management and internal controls are in place and effective for addressing operational and programmatic responsibilities of the County. A Risk assessment is a key element in identifying and mitigating internal control weaknesses on an organizational basis.”

This firm further recommends that the County perform an enterprise wide risk assessment in order to be compliant with the Internal Control (Green Book) issued by the Governmental Accountability Office (GAO). Their concern is that “without a comprehensive enterprise risk assessment, Direct Component grant funds disbursed under the RESTORE Act may be used for ineligible or unallowable costs. Further, the grant funds are more susceptible to fraud, waste and abuse.” Based on this recommendation from the Treasury Department’s audit firm, the County would like to contract an outside agency to conduct this risk assessment. This risk assessment would document the potential risks to the different areas of County government as well as the methods and processes used by the County to manage and mitigate risks. The tasks assigned to this firm would include but not be limited to:

- Identifying potential risks ranging including forms of hazard risk, financial risk, operational risk and strategic risk
- Assessing these risks in terms of likelihood and magnitude
- Determining current steps and processes in place to mitigate these risks
- Assist in determining a response strategy should the relevant risk occur

The specific deliverable from this firm will be a comprehensive, written report that includes all elements of the tasks assigned. The current estimate cost for this report is about \$24,000 but could vary as needed to fit the needs of the Green Book compliance. The cost of this task will not be added to the direct cost. It is expected that this portion would be covered or partially covered

under the indirect cost.

The portion of this task added to the direct cost will be from personnel cost to implement the changes found from this task in the county. See additional document upload number 10: Enterprise Wide Risk Assessment Backup.

TASK 7: Rank and Recommend Projects (\$71,228.04)

One of the most crucial steps in development of the MYIP is to prioritize projects that are submitted through the project portal and select which projects will be funded in the current project funding cycle. This process will be informed by Tasks 2, 3, and 5. Task 3 establishes a ranking system by which the projects will be prioritized. The ranking system was developed based on a comprehensive community needs assessment developed in Task 2. The tool developed in Task 6 will similarly allow projects to be ranked, prioritized, and selected based on the best available science. This will allow projects to be chosen which address the most critical and time sensitive issues first and will ultimately strengthen the quality of projects chosen. Dewberry will perform this task with assistance from County staff.

TASK 8: Produce Final Draft MYIP (\$64,334.03)

This task includes an assimilation of information gathered in all of the previous tasks in order to draft a MYIP that is meaningful to the County and in accordance with the Direct Component under the RESTORE Act and other guidance and controlling authority. Once the MYIP is drafted, Escambia County will utilize their internal resources and media outlets (including the local RESTORE web site, myescambia.com/RESTORE) to solicit public review and comment of the draft MYIP for a period of 45 days. The draft MYIP will incorporate public comments and be reviewed by the local RESTORE Act Advisory Committee. The local RESTORE Act Advisory Committee will provide a recommendation to the Escambia County Board of County Commissioners on the final draft of the MYIP. Once the Board of County Commissioners approves the MYIP, it will be submitted to Treasury for review. Dewberry will perform this task with assistance from County staff. Escambia County intends to complete their MYIP in February of 2016 then go out for a 45 day public comment period. Once the necessary changes have been made, the county will submit the MYIP to Treasury. The RESTORE Program Manager will be on staff to support treasury for the 60 day treasury MYIP review and 30 day response period.

CONCLUSION:

Escambia County's approach to selecting proposed RESTORE activities is based in achieving true and lasting recovery from the environmental and economic impacts that resulted from the DWH oil spill and the long term economic decline endemic in the region consistent with the law. Therefore, the County's development of the MYIP reaches far beyond simply completing the required forms to show how the money will be spent. The development of the Escambia County BAST in concert with the MYIP, will serve to reinforce the aims of the activities proposed in the MYIP and ensure their long term success. The BAST will narrow down the most critical environmental factors affecting the County and where best to invest RESTORE dollars. With this development, we can ensure the selection of the most effective and successful activities

in the MYIP and their alignment with those specific strategies which will help to achieve the overarching goal of positioning Escambia County as a local hub for trade, tourism, innovation, and investment while providing the best quality of life to its citizens and visitors consistent with all RESTORE Act requirements.

2. Budget Justification [OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" at 78 Fed. Reg. 78,590 (December 26, 2013)- Subpart E, Cost Principles]

[Directions: Explain how the overall budget supports the proposed scope of work. Provide specific justification for all that apply:

- personnel and fringe (see B3 Key Personnel);
- travel including the number of trips and estimated cost per trip;
- all equipment greater than \$5,000;
- supplies including a list of major types of supplies;
- contractual costs;
- construction costs; and
- administrative costs not to exceed 3% of the total award amount (attach a copy of the negotiated indirect cost agreement, if applicable).

If other federal or non-federal funds will be used to complete the activity, provide an explanation and total funds by type:

- other RESTORE Act funds,
- other federal funds,
- other state or local funds,
- other private funds.]

PERSONNEL AND FRINGE TOTAL: \$89,875.85

The following five positions will all be County employee positions:

RESTORE Program Manager (Part 1) - The RESTORE Program Manager is responsible for direct oversight and administration of tasks 4-8 and all contracts associated with the development of the MYIP including document review and approval, reviewing and approving contractor invoices, attending regular coordination meetings, and attending and presenting at RESTORE Advisory Committee meetings. The Program Manager will also develop policy for Board of County Commissioners approval which will document systems and processes to review grant applications, award grants, monitor grants after award and audit compliance with grant conditions. These costs are necessary to ensure the timely, accurate, and cohesive completion of all activities required for the development of the MYIP.

RESTORE Program Manager - (28 weeks, 40 hours per week): \$25.42/hr = \$28,470.40

Fringe - \$13.22/hr = \$14,806.40

RESTORE Program Manager (Part 2, March-June):

- 45 day timeline for public comment after MYIP completion in Feb;
- 60 day treasury MYIP review; and
- 30 day response to Treasury Review

RESTORE Program Manager - (16 weeks, 40 hours per week): \$25.42/hr = \$16,268.80

Fringe - \$13.22/hr = \$8,460.80

RESTORE Coordinator – The RESTORE Coordinator will be responsible for attending regular coordination meetings, preparing agendas for and attending Restore Advisory Committee meetings, coordinating public involvement activities, and assisting the RESTORE Program Manager with their duties as needed. The RESTORE Coordinator will be responsible for ensuring all activities are carried out in accordance with the RESTORE Act and the terms of the grant

agreement. These costs are necessary to ensure the timely, accurate, and cohesive completion of all activities required for the development of the MYIP.

RESTORE Coordinator - (95 weeks total, hours per week vary): 51 weeks, 833.50 (minus 55.25 hrs working on planning application)= 778.25 hours total @ \$10.20/hr (pre-award) = \$7,938.15 (Timesheets are attached as backup for pre-award request)

44 weeks, 20 hours per week @ \$10.20/hr = \$8,976.00

Program Manager (not yet hired) – The Program Manager will be responsible for coordination and implementation of the Best Available Science Tool (BAST). The Program Manager will be responsible for collection, review, assimilation, analysis, and synthesis of the literature documents as well as producing a completed database and final report. These are necessary and allowable labor costs to produce the BAST.

Program Manager - (8 weeks, 40 hours per week): \$15.00/hr = \$4,800.00

Intern Assistant – The two Intern Assistants will be responsible for assisting the Program Manager with implementation of the BAST. The duties of the intern assistants include collection, review, assimilation, analysis, and synthesis of literature documents, preparation of a final database and drafting a final report.

Intern Assistant x 2 (8 weeks, 20 hours per week): \$10.00/hr = \$3,200.00

EQUIPMENT GREATER THAN \$5,000: \$0

SUPPLIES TOTAL: \$1,343.00

In order to accumulate, review, assimilate, and store literature documents for development of the BAST in Task 5, computer equipment and online storage capacity are needed for the Program Manager to utilize. These costs are necessary in order to produce the BAS tool outlined in Task 5, which will then directly inform Task 7.

Office PC with keyboard and mouse: \$580.00

Monitor: \$263.00

DropBox storage capacity for files: \$500.00

CONTRACTUAL COSTS TOTAL: \$283,782.00

Dewberry Consultants, LLC = \$283,782.00

Dewberry will be responsible for performing all activities associated with Tasks 2, 3, 4, 7, and 8. As outlined in the Activity Description section, these activities and associated costs to carry out the activities are necessary in order to develop a MYIP that is meaningful to Escambia County and incorporates the highest possible public participation and engagement. Escambia County utilized their competitive procurement procedures to select Dewberry to perform the above tasks. Dewberry's contract compensation is a Lump Sum Fee of \$249,610.00 plus \$49,922.00 (minus \$15,750 to be added under indirect cost for the charge of writing the planning application) in allowances for additional printing, travel/meetings, photos, display boards, etc. directly associated

with the contract. This fee is inclusive of the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type. Direct expenses attributable to the Project, are exclusively borne by Consultant, and are included in its aggregate fee, these include: transportation expenses in connection with the Project, living expenses in connection with travel and any other travel expenses, long distance communications and other miscellaneous budget expenses, cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in the Agreement with Escambia County. To date, \$216,321.93 has been incurred and paid on this contract. The cash receipts log is attached as proof of payment. The remaining balance of \$83,210.07 will be incurred September 2015 through the end of the contract period for activities associated with Tasks 4, 7, and 8.

CONSTRUCTION COSTS TOTAL: \$0

ADMINISTRATIVE/INDIRECT COSTS TOTAL: \$37,804.56

In the process of researching how to establish a negotiated Indirect Cost Rate, the Clerk's Office has discovered that OMB's guidance for grants and Cooperative Agreements (2 CFR Part 200) recently became effective and supersedes previous Circulars regarding grant compliance and regulations. According to 2 CFR 200, Escambia County may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. Escambia County has consulted with and received a letter from the U.S. Department of Housing and Urban Development (HUD) approving an indirect cost de minimus rate agreement of 10% (attached). Therefore, 10% is being utilized to calculate the administrative/indirect costs based on the approved cost rate agreement between HUD and Escambia County.

Items to be partially paid for by the indirect cost if approved for the 10% de-minimus minus 3% admin (0.07%):

Enterprise Wide Risk Assessment: ~\$24,000

Eligible as other indirect cost as stated in the Direct Component Guidance and Application, "Administrative costs do not include indirect costs that are identified specifically with...audit requirements."

All other items (see in paragraph below) are to be charged to the 3% admin costs.

Administrative costs include time spent on task management, oversight, Dewberry Planning Application (\$15,750) and accounting directly related to development of the MYIP for various staff at Escambia County, including the Department of Natural Resources Management Director, Department of Natural Resources Management Administrative Assistant, Land Management and Water Quality Division Manager, Marine Resources Division Manager, Public Information Officer, Finance Director, and Accounting Technician.

Application total (\$378,045.55) x 0.10 = \$37,804.56

Admin: \$11,341.37

Indirect: \$26,463.19

OTHER RESTORE ACT FUNDS: \$0

OTHER FEDERAL FUNDS: \$0

OTHER STATE OR LOCAL FUNDS: \$0

OTHER PRIVATE FUNDS: \$0

TOTAL REQUEST: \$415,850.11

Request for pre-award costs:

The total pre-award costs request is \$224,260.08 for partial contractual services and personnel associated with Tasks 2 through 4. Tasks 2 and 3 are complete while Task 4 is almost complete. Costs incurred prior to anticipated award that have associated paid invoices include partial contractual services associated with Tasks 2-4 (Dewberry) for a total of \$216,321.93 plus personnel salary of \$7,938.15. The total pre-award costs request is \$224,260.08. In accordance with guidance from Treasury and the RESTORE Act Frequently Asked Questions Relating to the Direct Component Program issued by Treasury on October 17, 2014, Escambia County hereby requests written approval of pre-award costs in the amount of \$224,260.08 as a part of this application. The pre-award costs for activities in these tasks were necessary for development of the MYIP in accordance with the Treasury regulations adopted on October 14, 2014 and all other relevant authority. The costs are eligible as planning assistance under the RESTORE Act Direct Component. Additional justification for pre-award costs is provided in the Specific Activity Description and Budget Justification sections. Applicable paid invoices, contracts, personnel timesheets, and receipt logs are attached to the application as accompanying documentation to demonstrate proof of payment.

3. The Applicant's Selection and Oversight of Contractors, if applicable

[Directions: Indicate if the applicant plans to contract out any work proposed in this application. If so, describe the applicant's contracting strategy, schedule, and plan to effectively monitor and manage contractor performance, by addressing ALL of the following:

- The nature of the work to be contracted out, and the expected number of contracts to be awarded;
- The applicant's written procurement procedures, the extent to which these comply with procurement standards applying to federal grants, including requirements for competitive selection and cost analysis;
- The applicant's written conflicts of interest/standards of conduct policy;
- The applicant's non-discrimination policy;
- The expected timeline for issuing an RFP and making contract awards;
- The applicant's plan for monitoring contractor performance and compliance with applicable contract provisions; and
- If a contractor already has been selected, provide the name and DUNS number of the contractor.]

The following portions of this activity will be carried out by a contractor hired by Escambia County:

Dewberry Consultants, LLC

Escambia County utilized their procurement procedures to select Dewberry Consultants, LLC as the firm to develop the MYIP (Tasks 2-4, 7-8) pursuant to 2 CFR 200.318(a) and 2 CFR 200.320(d). Dewberry provides expertise in the areas of, but not limited to: economic development, environmental restoration, long range planning, public outreach, engineering, infrastructure and processes and planning related to the RESTORE Act. Dewberry will utilize 2 subcontractors to implement the MYIP contract: University of West Florida Haas Center (DUNZ number 053000709) and A-C-T Environmental and Infrastructure, Inc. The RFP was issued on March 28, 2014 and the award was made on July 11, 2014. The contract between Escambia County and Dewberry Consultants, LLC was procured consistent with 2 CFR 200.320 (d), procurement by competitive proposals. The requirements in 2 CFR 200.320 (d) (1-5) have been met. The contract is also consistent with Appedix II to Part 200, Contract Provisions for Non-Federal entity contracts under Federal Awards. The contract includes provisions that detail the required monitoring by the county of contractor performance and the means to address defects in the work of the contractor. The county will provide timely oversight and feedback to the contractor throughout the contract period. Both subcontractors are subject to all provisions of the prime contract between Dewberry Consultants LLC and Escambia County. The contract between Escambia County and Dewberry is attached to this application.

4. The Applicant's Selection and Oversight of Subrecipients and Inclusion of Special Provisions relating to Subawards, if applicable.

[Directions: Indicate if the applicant plans to issue subawards for activities proposed in this application. If so, the applicant must provide ALL of the following:

- A narrative of how they selected or they plan to select any subrecipient, if applicable;
- The means by which the applicant will assess each subrecipient's level of risk and monitor each subrecipient's progress, including any required reports; and
- If a subrecipient already has been selected, provide the name and DUNS number of the subrecipient.

Treasury will require programmatic reporting on all subawards, and will require the applicant to apply the relevant provisions of the Direct Component Grant Agreement to every subrecipient.]

No subawards or subrecipients are anticipated.

5. Public Input for this Proposed Activity

[Directions: This question provides an opportunity for the applicant to elaborate on its brief discussion of public input regarding this activity in the multiyear plan narrative. Please include additional information regarding public input specific to this activity if applicable.]

N/A - Planning Assistance

6. Best Available Science

[Directions: Only answer this question if the proposed activity is designed to protect or restore natural resources (may apply to any of the eligible activities in Sec 34.201 of the regulations if the activity will protect or restore natural resources). If the activity is not designed to protect or restore natural resources, simply indicate 'Not Applicable.' Please limit the answer to no more than 5 pages.]

The RESTORE Act requires activities designed to protect or restore natural resources to be based on the ‘best available science,’ which is defined in the Act as science that ‘(a) maximizes the quality, objectivity, and integrity of information, including statistical information; (b) uses peer-reviewed and publicly available data, and (c) clearly documents risks and uncertainties in the scientific basis for such projects.’

The applicant proposing an activity designed to protect or restore natural resources must explain their determination that the project is based on the ‘best available science.’ In addressing the three-pronged test for ‘best available science, the applicant must cite peer-reviewed, objective, methodologically sound literature sources that support the conclusion that the proposed scope of work is an effective way to achieve the stated objectives, when available.

For each literature source cited, the applicant must provide sufficient citations including:

- The title
- The journal in which the literature source appeared, if applicable
- The publication date
- The author(s)

The applicant must provide:

- A summary of the peer-reviewed information that justifies the proposed objectives, including methods used for the proposed activity. If peer-reviewed literature sources are unavailable, the applicant must explicitly state this and provide a brief explanation of what alternative scientific information sources were used. If the applicant relied on publicly available data, the applicant must cite the source of the data, the date of collection, and the size of the data set. Whenever possible, the applicant should use publicly available data such as from the U.S. Census Bureau, U.S. Fish and Wildlife Service, Environmental Protection Agency, National Oceanic and Atmospheric Administration, and other federal agencies. The applicant must provide a link to the publicly available data source used.)
- A summary of the literature sources’ conclusions and any uncertainties or risks in the scientific basis that would apply to the proposed activity, including any that were identified by the public or by a Gulf Coast Ecosystem Restoration Council member.
- A summary of how, if the information supporting the proposed activity does not directly pertain to the Gulf Coast Region, the applicant’s methods reasonably support and are adaptable to that geographic area.
- A summary of an evaluation of uncertainties and risks in achieving the project’s best available science objectives over the longer term; e.g., is there an uncertainty or risk that in 5-10 years the project/program will be obsolete or not function as planned given projections of sea level rise or other environmental change such as in freshwater inflows to estuaries?

N/A - Planning Assistance

7. Key personnel

[Directions: Identify key applicant staff who will undertake and complete the activities. Specify the position titles, duties, and responsibilities of each key individual.]

Name: Keith Wilkins

Title: Director, Community & Environment Department, Escambia County

Duties: Administrator of Restore for Escambia County

Responsibilities: Oversight of Dewberry LLC, Preparation of MYIP

Name: Shelly Marshall

Title: Marine Resources/ RESTORE coordinator, Escambia County

Duties: *Assist RESTORE Program Manager

Responsibilities: Daily coordination with Dewberry, Escambia RESTORE Advisory Committee,

and the public regarding RESTORE activities

Name: To be determined

Title: RESTORE Program Manager

Duties: Direct oversight and coordination of contractor duties and performance; facilitates discussions on decision point processes

Responsibilities: Review and approval of documents, review and approval of contractor progress reports and invoices, coordination with County staff, supporting the risk assessment program and process implementation, ensuring public input, and coresponding with Treasury.

Name: To be determined

Title: Program Manager

Duties: Collection, review, assimilation, analysis, and synthesis of literature documents for the Best Available Science Tool (BAST); production of a complete database and final report.

Responsibilities: Coordination, oversight, and implementation of the Best Available Science Tool (BAST).

8. Consistency with the Applicant's Multiyear Implementation Plan

[Directions: Discuss how the proposed activity is consistent with the applicant's multiyear plan on file with Treasury, including the specific objectives and outcomes applicant will use to evaluate the activity. The specific objectives will be included in the periodically submitted *Status of Performance Report*.]

N/A - Planning Assistance

9. Possible Material Risks to Implement and Maintain the Proposed Activity

[Directions: Please list the possible material risks, e.g., operational, legal, regulatory, budgetary or ecological risks, with a brief discussion of mitigation strategies that the applicant may need to address in order to implement and/or maintain the proposed activity.]

Risk	Mitigation Strategy
None anticipated - all planning activities. Contracts include liability protection for Escambia County.	

10. Title Issues, Land Acquisition, and Permits

[Directions: Answer the following items concerning land acquisition, construction, and permits.]

a. Permits

Does the proposed activity require any federal, state, or local permits? For potential federal permits needed, see:

<http://www.permits.performance.gov/permit-inventory>

Yes ☐ No ☒

If yes, list local, state, tribal, or federal permits required for this project and the status of the permits:

[If the permits have not been obtained, and the applicant is seeking the permits, work may not begin or land may not be purchased until the permits have been issued and received by the applicant.]

b. Land acquisition activities

Will land or interest in land be acquired? Yes ☐ No ☒ If yes, answer questions i-vii:

i. What are the legal rights that will be acquired?

Fee title ☐ Easement ☐ Other (please explain) ☐

ii. If an easement, what is the life of the document?

iii. What entity will hold title to the land?

iv. What is the total acreage of the proposed property to be acquired (easement or fee title)?

v. Has the applicant obtained a recent, independent appraisal of the property? Yes ☐ No ☐
If yes, attach a copy of the appraisal.

vi. Has the applicant obtained a title opinion or certificate? Yes ☐ No ☐
If yes, attach a copy of the title opinion or certificate.

vii. Attach a signed statement from the seller(s) that he/she is a willing seller and has not been coerced into selling or conveying the property interest.

c. Relocation Assistance

Will the proposed project cause the displacement of any persons, businesses, or farm operations? Yes ☐ No ☒

If yes, explain: the number of displaced persons, including businesses and farm operations; what fair and reasonable relocation payments and advisory services will be provided to any displaced persons; and what provisions will be made to ensure that safe, decent, and sanitary replacement dwellings will be available to such persons within a reasonable period of time prior to displacement.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9353

County Administrator's Report 11. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Interlocal Agreement with City of Pensacola for Bayou Chico Restoration Project

From: Keith Wilkins, Department Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement with the City of Pensacola for the Bayou Chico Restoration Project - Keith T. Wilkins, Department of Natural Resources Management Director

That the Board take the following action concerning an Interlocal Agreement with the City of Pensacola for the Bayou Chico Restoration Project:

A. Approve the Interlocal Agreement between the City of Pensacola and Escambia County, Florida, for the Bayou Chico Restoration Project; and

B. Authorize the Chairman to sign the Interlocal Agreement, and any related documents such as acceptance, execution, reporting, no-cost time extensions, and Amendments to the Interlocal Agreement, subject to Legal review and approval, without further action of the Board.

[Funding: Fund 118, Gulf Coast Restoration Fund, Cost Center 222002, NFWF #45910 Bayou Chico]

BACKGROUND:

The National Fish & Wildlife Foundation (NFWF) awarded \$11,032,250 in grant funds to Escambia County for the Bayou Chico Restoration Project (NFWF Grant was approved by the BCC on 7/23/2015). This NFWF project includes three stormwater treatment projects and two stream restoration projects to assist in the restoration of Bayou Chico. Two of the three stormwater projects are in the City of Pensacola. This Interlocal Agreement provides the terms and conditions whereby the City and County shall jointly perform these two City projects (the Bill Gregory Park Regional Stormwater Treatment Facility Project, and the R Street at Maggie's Ditch Stormwater Treatment Enhancement Project).

BUDGETARY IMPACT:

Fund 118, Gulf Coast Restoration Fund, Cost Center 222002, NFWF #45910 Bayou Chico (\$2,180,000 for Bill Gregory and \$865,000 for Maggie's Ditch, for a total of \$3,045,000). The County shall serve as the direct recipient of NFWF Project Funding and reimburse the City for eligible costs performed in accordance with the terms of the Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreement was reviewed by Kristin Hual, Assistant County Attorney, and approved as to form and legal sufficiency.

PERSONNEL:

The County Department of Natural Resources Management, Water Quality & Land Management Division, will manage this project.

POLICY/REQUIREMENT FOR BOARD ACTION:

Interlocal Agreements require Board approval.

IMPLEMENTATION/COORDINATION:

This project has been coordinated with the County Public Works Department, the City of Pensacola, and the Florida Department of Environmental Protection.

Attachments

InterlocalAgrmt-City-BayouChicoRestorationProject

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA
AND ESCAMBIA COUNTY, FLORIDA RELATING TO THE BAYOU
CHICO RESTORATION PROJECT**

THIS AGREEMENT made and entered into on this ____ day of _____ 2015, by and between the City of Pensacola, Florida, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as "City"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502, and Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, both the City and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the City and County are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner; and

WHEREAS, the County previously entered into a Project Funding Agreement with the National Fish and Wildlife Foundation (NFWF) to provide funding for the Bayou Chico Restoration Project (hereinafter referred to as "Funding Agreement"), a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the City and County desire to cooperatively perform a portion of the Work comprising the Bayou Chico Restoration Project with Escambia County serving as the lead jurisdiction for purposes of administrative authority and grant management.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and the City of Pensacola agree as follows:

ARTICLE 1
Purpose

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

1.2 **Purpose**. This Agreement sets forth the terms and conditions whereby the City and County shall jointly perform a portion of the Bayou Chico Restoration Project to include the Bill Gregory Park Regional Stormwater Treatment Facility Project and the R Street at Maggie's Ditch Stormwater Treatment Enhancement Project (hereinafter referred to as the "Project" or "Projects") as provided herein.

ARTICLE 2
Responsibilities of the Parties

2.1 The County shall serve as the direct recipient of Project Funding pursuant to the Funding Agreement with NFWF and reimburse the City for eligible Project costs performed in accordance with the terms of this Agreement and the Funding Agreement. NFWF shall ultimately determine the eligibility of costs related to the project, as outlined in the grant project scope.

2.2 The City shall submit written requests for reimbursement of eligible Project costs already paid or incurred no more frequently than once monthly, and the County shall provide reimbursement once monthly for eligible costs. Requests shall include, at a minimum, the total dollar amount, an itemization by Task and Cost Category of the Project costs, and copies of any payment documentation or other relevant financial documents as may be reasonably required to verify Project costs. Requests for Reimbursement shall be submitted to the County's designated Project Manager at the following address:

To the County:

Taylor "Chips" Kirschenfeld
Escambia County Central Office Complex
3363 West Park Place
Pensacola, FL 32505

2.3 The City shall complete the individual Tasks comprising the Work identified in the Funding Agreement as follows:

*Bill Gregory Park Regional Stormwater Treatment Facility Project

Task 1- Bill Gregory Park Stormwater Project- Pre-Construction

Task 2- Bill Gregory Park Stormwater Project- Construction

Task 3- Bill Gregory Park Stormwater Project- Monitoring

*R Street at Maggie's Ditch Stormwater Treatment Enhancement Project

Task 4- R Street at Maggie's Ditch Stormwater Project- Pre-Construction

Task 5- R Street at Maggie's Ditch Stormwater Project- Construction

Task 6- R Street at Maggie's Ditch Stormwater Project- Monitoring

2.4 The City shall submit a Monthly Report to the County's designated Project Manager with a narrative description of the Work performed to date and certification that the Work performed to date constitutes part of the Project and each Task is proceeding on or under the Task Budget and will be completed on or under the Task Budget.

2.5 As it relates to the performance of Work pursuant to this Agreement, the City represents and warrants as follows:

- a. The City shall conduct all activities related to the Work in compliance with applicable laws, regulations, rules, orders, and other governmental mandates,

including, but not limited to, those pertaining to procurement, acquisition, or other contracting actions;

b. The City shall comply with generally accepted policies and procedures applicable to procurement, acquisition, or other contracting actions;

c. The City is qualified to perform the applicable Work and reserves the right to contract and/or subcontract any aspect of the project work, as deemed necessary to complete the adopted project scope and schedule;

d. The City shall perform the applicable Work within budgeted costs as identified for such Work as provided in the Funding Agreement;

d. The City shall maintain appropriate insurance against liability for injury to persons or property from any and all activities related to the Work; and

e. The City does not have any conflict of interest with respect to NFWF, the County, or the Project.

2.6 Upon completion of the Projects described herein, the City shall be responsible for the maintenance of said improvements.

2.7 Project Funding as referenced herein is solely available subject to an award from NFWF. County shall have the right to terminate this Agreement and immediately cease all payments related thereto in the event NFWF should fail to award, terminate or cancel said funding after the effective date of this agreement. Upon such occurrence, neither party shall have any responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by NFWF.

2.8 This Agreement shall become effective, after being properly executed by the Parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for filing the Agreement with the Clerk.

ARTICLE 3 **GENERAL PROVISIONS**

3.1 **Liability and Insurance.** Subject to any claim of sovereign immunity provided by Florida Statutes 768.28, each party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents acting within the course of normal duties in the performance of this Agreement. Each party shall insure its own interests either through appropriate insurance policies or through a self-insurance program. This provision shall not be construed to prevent any claim or action which either party may have against the other.

3.2 **Termination.** The Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.

3.3 **Records.** The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as

amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

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

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

3.6 **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 shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

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

3.8 **No Waiver.** The failure of either party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.9 **Notices:** All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

To the County:

Jack R. Brown
County Administrator
Escambia County
221 South Palafox Place
Pensacola, Florida 32502

To the City:

Ashton J. Hayward, III
Mayor
City of Pensacola
222 West Main Street
Pensacola, Florida 32502

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

COUNTY:

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

By: _____

~~Steven Barry, Chairman~~
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

CITY:

The City of Pensacola, a Florida Municipal Corporation

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 10/30/15

By: [Signature]
Ashton J. Hayward, III, Mayor,

Date: 10/15/2015

ATTEST: Ericka Burnett
Clerk of the City of Pensacola

By: Ericka L. Burnett
City Clerk

Legal in form and valid as drawn:

By: [Signature]
City Attorney

NATIONAL FISH AND WILDLIFE FOUNDATION
ESCAMBIA COUNTY
PROJECT FUNDING AGREEMENT

NFWF Gulf Environmental Benefit Fund
Bayou Chico Restoration
NFWF Project ID #45910

This Project Funding Agreement ("Agreement") is made between Escambia County ("Recipient"), with an address of 221 Palafox Place, Pensacola, Florida, 32502, and the National Fish and Wildlife Foundation ("NFWF"), with an address of 1133 15th Street, N.W., Suite 1100, Washington D.C., 20005. (Recipient and NFWF each, a "Party," and together, the "Parties.")

1. **Source of Funds.** The funds to be disbursed by NFWF to Recipient under this Agreement (the "Funds") represent a portion of the payments received by NFWF pursuant to plea agreements entered as judgment in the cases captioned as United States v. BP Exploration and Production, Inc., Case No. 2:12-cr-00292-SSV (E.D. La.), and United States v. Transocean Deepwater Inc., Case No. 2:13-cr-00001-JTM (E.D. La.) (together, the "Plea Agreements").

2. **Purpose of Funds.** With respect to projects to be funded in the State of Florida, the Plea Agreements require NFWF to administer and disburse the Funds as follows:

To remedy harm and eliminate or reduce the risk of future harm to Gulf Coast natural resources, NFWF shall use [the Funds] to conduct or fund projects to remedy harm to resources where there has been injury to, or destruction of, loss of, or loss of use of those resources resulting from the Macondo oil spill. NFWF shall consult with appropriate state resource managers, as well as federal resource managers that have the statutory authority for coordination or cooperation with private entities, to identify projects and to maximize the environmental benefits of such projects.

3. **Project to be Funded.** Under this Agreement, NFWF agrees to disburse Funds to Recipient in accordance with the terms hereof to pay the costs associated with Recipient's implementation of the project entitled "Bayou Chico Restoration" (the "Project"). A detailed description of the Project, including but not limited to a Project summary, expected timeline and schedule, purpose, products, outcomes, and deliverables (collectively the "Project Description"), is included as Exhibit A hereto. Recipient hereby agrees to use the Funds disbursed to it under this Agreement exclusively to pay the costs of the services, time, materials, equipment, machinery, tools, and other items (collectively the "Work") comprising the Project, all in accordance with the Project Description.

4. **Maximum Amount of Funding.** Unless agreed otherwise in writing by NFWF (acting in its sole discretion), the amount of Funds to be made available by NFWF to Recipient under this Agreement for purposes of paying the costs of the Work shall not exceed a maximum of Eleven Million Thirty-two Thousand Two Hundred Fifty Dollars (\$11,032,250.00) (the "Maximum Amount").

5. **Project Budget.** The estimated budget for the entire Project from commencement through completion (the "Total Budget") is attached hereto as Exhibit B. The Budget further identifies the individual tasks ("Tasks") comprising the Work, and sets forth a sub-budget for each such Task ("Task Budget"). Task Budgets are further itemized into cost categories ("Cost Categories") reflecting the types of costs included in each Task Budget.

The Parties expect that the Recipient will conduct all the Work and complete the Project within the Total Budget and, accordingly, for a total amount of Funds equal to or less than the Maximum Amount. If at any time during the term of this Agreement Recipient believes, based on the Work performed to date, that the aggregate costs to complete the Project are likely to exceed the Total Budget, Recipient shall so notify NFWF immediately in writing.

6. **Payment for Project Costs.** Recipient may request payment of Funds hereunder either for Work costs already paid or incurred by Recipient (such requests, "Reimbursement Requests") or, upon a demonstration of actual and immitigable need, for Work costs to be paid or incurred by Recipient imminently (such requests, "Advance Requests"). Recipient shall make Reimbursement Requests and Advance Requests in accordance with the following procedures and subject to the following terms and conditions.

a. **Reimbursement Requests.** Recipient may make Reimbursement Requests no more frequently than once monthly during the term of this Agreement. To receive payment for a Reimbursement Request, Recipient must submit to NFWF a written request, substantially in the form attached hereto as Exhibit C, containing at a minimum the following information:

- (i) the total dollar amount of Funds being requested;
- (ii) an itemization by Task and Cost Category of the Work costs for which the Funds are being requested;
- (iii) a narrative description of the Work for which the Funds are being requested; and
- (iv) a certification that:
 - (A) the Work for which the Funds are being requested constitutes part of the Project as set forth in the Project Description;
 - (B) as of the date of the applicable Reimbursement Request, each Task has been proceeding on or under its corresponding Task Budget and, to Recipient's best knowledge, Recipient expects each Task to be fully completed on or under its corresponding Task Budget, and ;
 - (C) as of the date of the applicable Reimbursement Request, the Project has been proceeding on or under the Total Budget and, to Recipient's best knowledge, Recipient expects the Project to be fully completed on or under the Total Budget.

In the event Recipient is unable to make a certification specified in subsections (a)(iv)(B)-(C) immediately above at the time Recipient desires to submit a Reimbursement Request, Recipient shall, at such time, submit to NFWF a written explanation of the basis for Recipient's belief that a Task has not been, or will not be, completed within its corresponding Task Budget or that the Project has not been, or will not be, fully completed within the Total Budget. After receipt and review of such written explanation, NFWF will determine in its sole

discretion whether to disburse the requested Funds and whether additional conditions to disbursement are required be satisfied by Recipient. Such conditions may include, but are not necessarily limited to, Recipient's submission for NFWF approval of an amended Total Budget or a request for variance from a Task Budget.

NFWF will pay to Recipient the amount of Funds properly requested and substantiated in a Reimbursement Request within thirty (30) days of NFWF's receipt of such Reimbursement Request and all necessary supporting documentation.

b. Advance Payment Requests. In exceptional circumstances and based upon demonstration of actual need by Recipient, which need cannot be satisfied by Recipient through other means, NFWF (acting in its sole discretion) may disburse Funds to Recipient to pay for the costs of Work in advance of Recipient's payment or incurring of such costs. In the event Recipient desires to make an Advance Request, Recipient must submit to NFWF a detailed written explanation of the justification for the Advance Request. After review and consideration of any such written explanation, NFWF will notify Recipient in writing of its determination whether a disbursement of Funds will be made for such Advance Request and, if so, the terms and conditions that will apply to such disbursement. In all cases of advance disbursement of Funds, and without limitation of other terms and conditions that NFWF may impose, Recipient will be required to submit to NFWF on a periodic basis (as specified by NFWF) a written reconciliation of Funds received, Work expenses incurred, Funds disbursed to sub-recipients, and any Funds remaining "on hand" with Recipient as of the date of reconciliation.

c. Ongoing Compliance. NFWF reserves the right to refuse to pay all or any part of the Funds requested in a Reimbursement Request or Advance Request if at the time the request is submitted Recipient has failed to comply with any term or condition of this Agreement or has otherwise failed to perform the Work to date in accordance with the Project Description, Total Budget, and Task Budget(s).

d. Final Disbursement after Completion of all Work. Notwithstanding any other provision of this Agreement, NFWF shall withhold payment of the final Reimbursement Request submitted by Recipient until such time as Recipient has completed the Work and submitted to NFWF all deliverables associated with the Work and this Agreement (including but not limited to the Final Reports required pursuant to Section 8 below). Within thirty (30) days after NFWF's receipt and acceptance of all such deliverables, NFWF shall disburse to Recipient the amount of Funds properly requested and duly payable under such final Reimbursement Request.

7. Progress Reporting.

a. Monthly Progress Consultations. If requested by NFWF, Recipient shall provide NFWF the opportunity to participate in consultations on a monthly basis during the term of this Agreement to provide NFWF with updates on the progress of the Work and Project. Such consultations (which may be in-person, telephonic, or otherwise) shall be scheduled at mutually acceptable dates and times by Recipient in coordination with NFWF.

b. Quarterly Progress Reports. By January 31, April 30, July 31, and October 31 of each calendar year during the term of this Agreement, Recipient shall prepare and upload to

NFWF's electronic grants management system a quarterly progress report containing at least the information set forth in this paragraph (b). Each quarterly progress report is required to provide such information for the period comprised of the immediately preceding three months. Each quarterly progress report is required to contain, at a minimum:

- i. An update on the status of the Project's implementation and Work performed during the applicable reporting period, including a general description of implementation progress to date and a statement as to whether the Project is proceeding in accordance with the Project Description (including whether the Project is on-Budget and on-schedule);
- ii. An update on the individual Tasks comprising the Project, including for each Task a summary of (A) the Work performed on such Task during the reporting period; (B) progress made toward Task milestone(s) and/or deliverable(s) as measured against the Task schedule; (C) performance of the Task as against the applicable Task Budget; (D) any existing or anticipated problems with implementation of the Task; any defects, deficiencies, or delays in the Task Work (including but not limited to the disclosure of any factors that are likely to impact the Project schedule or any Task schedule); and any remedial action(s) planned or already taken with respect to any defects, deficiencies, or delays affecting the Task;
- iii. Copies of all Project products and deliverables produced during the applicable reporting period, including but not necessarily limited to any reports, publications, maps, brochures, photos, videos, outreach tools, or press releases;
- iv. Any other information reasonably necessary for NFWF's evaluation of the Project's progress as measured against the Project Description, Budget, and Project schedule.

8. **Final Reports.**

When Recipient believes that it has fully and completely performed all the Work, Recipient shall prepare and upload to NFWF's electronic grants management system a comprehensive report on the Work and the corresponding results (the "Final Programmatic Report") and a full accounting of the funds disbursed to it hereunder as compared against the Total Budget (the "Final Financial Report"). (The Final Programmatic Report and Final Financial Report are hereinafter referred to collectively as the "Final Reports.") As appropriate, the Final Programmatic Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including without limitation photographs, video footage, and other electronic representations of the Project and Work. The Final Reports shall be provided by Recipient to NFWF as soon as practicable after Recipient reaches a determination that it has fully and completely performed all the Work, and in any event no later than thirty (30) days prior to the end of the Term of this Agreement as set forth in Section 17.

9. **Contact Information.**

NFWF Primary: Amanda Green

National Fish and Wildlife Foundation
Manager, Impact-Directed Environmental Accounts
(IDEA)
1133 15th Street NW, Suite 1100
Washington, DC 20005
Telephone: 202-595-2468
Fax: 202-857-0162
E-mail: Amanda.Green@nfwf.org

NFWF Alternate: Jay Wright
National Fish and Wildlife Foundation
Assistant Director, Impact-Directed Environmental Accounts
(IDEA)
1133 15th Street NW, Suite 1100
Washington, DC 20005
Telephone: 202-595-2468
Fax: 202-857-0162
E-mail: Jay.Wright@nfwf.org

Recipient: Taylor "Chips" Kirschenfeld
Escambia County Water Quality & Land Management Division
Senior Scientist and Division Manager
3363 West Park Place
Pensacola, FL 32505
Telephone: (850)595-3449
Fax: (850)595-3634
Email: jtkirsche@mvescambia.com

Recipient Alternate: Brent Wipf
Escambia County Water Quality & Land Management Division
Environmental Programs Manager
3363 West Park Place
Pensacola, FL 32505
Telephone: (850)595-3449
Fax: (850)595-3634
Email: bawipf@mvescambia.com

Each Party agrees to notify the other Party promptly in writing of any change in named representative, address, telephone, or other contact information.

10. **Incorporation of the Project Proposal and Total Budget.** The Project Description and Total Budget are hereby expressly incorporated into this Agreement by this reference.

11. **Assignment.** Recipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written consent of NFWF.

12. **Independent Contractor; Subaward of Funds by Recipient.** Recipient shall be an independent contractor with respect to the Project, each part thereof, and the Work, and no

contractor, subcontractor, or other recipient of Funds from Recipient (each, a "Sub-recipient"), nor any employee of a Sub-recipient, shall be deemed to be an agent, representative, employee, or servant of NFWF in connection with this Agreement. NFWF shall not have the right to control, nor any actual, potential or other control over, the methods and means by which Recipient or any of its agents, representatives, employees, or Sub-recipients conducts its business operations. Recipient shall not, in the performance of the Work, perform any act or make any representation to any person to the effect that Recipient or any of its agents, representatives, employees, or Sub-recipients is the agent, representative, employee, or servant of NFWF.

If Recipient makes or issues any award or subaward of Funds to any Sub-recipient for purposes of performing the Work, then Recipient will be deemed to have represented and warranted to NFWF at each such time, in connection with each such award or subaward, as follows:

- a. in making such award or subaward of Funds, Recipient has complied with all applicable laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by Recipient;
- b. in making such award or subaward of Funds, Recipient has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- c. each Sub-recipient is qualified to perform the applicable Work and is authorized to do business in the State of Florida;
- d. each Sub-recipient is required under its agreement with Recipient to perform the applicable Work within budgeted costs identified for such Work as provided in the Project Budget;
- e. each Sub-recipient has agreed to conduct its activities related to the Work in compliance with all applicable laws, regulations, rules, orders, and other governmental mandates;
- f. each Sub-recipient has agreed to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by such Sub-recipient related to the Work; and
- g. no Sub-recipient has any conflict of interest with respect to NFWF, Recipient, or the Project.

Recipient shall be responsible for supervising and directing the Work performed by all Sub-recipients and shall be responsible for all Sub-recipient engineering, procurement, construction means, methods, techniques, sequences and procedures, as well as for coordinating all Sub-recipients' Work. As between Recipient and NFWF, Recipient shall bear sole responsibility for any and all liability caused or incurred by any Sub-recipient in performing Work. NFWF shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any Sub-recipient, and the Parties agree and acknowledge that as between NFWF and Recipient all Work shall be deemed to be the responsibility of, and performed by, Recipient.

13. **NFWF Right to Inspect Work; Access.** NFWF and its representatives and consultants shall, upon reasonable prior notice to Recipient, have access to inspect all Work hereunder; provided, however, that any inspection of the Work shall be conducted at a reasonable time and in a manner that does not delay or disrupt the Work. Notwithstanding any review or inspection by NFWF, Recipient shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of NFWF's inspection or review of the Work. Recipient shall provide NFWF and its representatives and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to Recipient's performance of the Work and completion of the Project.

14. **Conflict of Interest.** During the term of this Agreement, Recipient will maintain in effect policies governing conflicts of interest and, with respect to its performance of the Work and Project, will adhere to such policies.

15. **Unexpended Funds.** Any Funds provided by NFWF and held by Recipient and not expended or obligated for Work on or before the Agreement's termination date will be returned by Recipient to NFWF within thirty (30) days after such termination date.

16. **Amendments.** Any amendment to this Agreement must be in writing and must be consented to in writing by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Section 5 and 6 hereof such that the dates are commensurate with the extended term of this Agreement. Neither the Project Description, nor the Total Budget, nor any Task Budget may be amended without the prior written consent of NFWF.

17. **Term, Default and Termination.** The term of this Agreement is from January 1, 2015 to February 1, 2018 (the "Term"), unless sooner terminated in accordance with the terms and conditions set forth in this Section 17.

Failure by Recipient to comply (as determined by NFWF in its reasonable discretion) with any material term of this Agreement, including but not limited to any failure by Recipient to perform the Work in accordance with the Total Budget, Task Budget(s), and schedule set forth in the Project Description, shall be deemed to be a default of this Agreement and shall constitute cause for NFWF to issue a written "Notice of Default" to Recipient. Any such Notice of Default shall describe in reasonable detail the basis for NFWF's determination of default and shall provide Recipient with a period of no less than ninety (90) days in which to cure such default (or, if such default is incapable of being cured within ninety (90) days, to commence a cure of such default). If Recipient has not cured or, as the case may be, commenced a cure of, any default within ninety (90) days of its receipt of a Notice of Default, NFWF may thereafter terminate this Agreement by a further written notice delivered to Recipient.

Recipient may terminate this Agreement by providing no less than thirty (30) days' prior written notice to NFWF.

In the event of termination of this Agreement prior to Recipient's expenditure or obligation of the maximum amount of Funds available hereunder, Recipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to terminate any further expenditure or obligation of Funds, including but not limited to the following:

- a. Stop work on any portion of the Work that is incomplete, and refrain from undertaking any further Work on the Project.
- b. Place no further Work orders or enter into any further contracts or subcontracts for materials, work, facilities, or other aspects of the Work.
- c. Terminate all pending Work orders, contracts, and subcontracts for Work that have not yet commenced.
- d. Promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Work, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Work orders, contracts, and subcontracts related to the Work.
- e. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, deliverables, and such other information and material as may have been accumulated by Recipient with respect to the Work, whether completed or in progress.
- f. Return to NFWF any unobligated or unspent portion of the Funds then held by Recipient.

18. **Additional Support.** By entering into this Agreement, NFWF assumes no obligation to provide further funding or financial support to Recipient beyond the terms stated in this Agreement.

19. **Choice of Law.**

- a. This Agreement shall be subject to and interpreted by the laws of the State of Florida, without regard to choice of law principles. By entering into this Agreement, Recipient agrees to submit to the jurisdiction of the courts of the State of Florida.
- b. The terms of this Section will survive termination of this Agreement.

20. **Compliance with Laws; Insurance; Indemnification.**

- a. In conducting its activities relating to the Work and performing its obligations under this Agreement, Recipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances; and to secure all appropriate and necessary public or private permits and consents.
- b. Recipient agrees to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by Recipient and associated with this Agreement in any way; will have NFWF named as an additional insured on all such policies; and will provide NFWF with appropriate Certificates of Insurance reflecting such additions within sixty (60) days after this Agreement is fully executed.
- c. The terms of this Section will survive termination of this Agreement.

21. **Publicity.** Recipient agrees to give appropriate credit to the “National Fish and Wildlife Foundation” for its financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding this Agreement or any of the deliverables associated with the Project, the Work, and/or this Agreement. The Recipient hereby grants NFWF the right and authority to publicize NFWF's financial support for the Project and the Work in press releases, publications and other public communications.

22. **Disclaimers.** Payments made to Recipient under this Agreement do not by direct reference or implication convey NFWF's endorsement of the Work or any deliverables provided pursuant to the Agreement. All information submitted for publication or other public releases of information regarding this Agreement, the Project, or the Work shall carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions, views, or policies of the National Fish and Wildlife Foundation. Nothing contained herein constitutes an endorsement in any respect by the National Fish and Wildlife Foundation.”

23. **Website Links.** Recipient agrees to permit NFWF to post a link on any or all of NFWF's websites to descriptions of the Work, the Project, or this Agreement.

24. **Evaluation.** Recipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project and this Agreement for a period of five (5) years after the date on which the Final Reports are provided.

25. **Access to Records.** NFWF and any of its duly authorized representatives shall have access to any books, documents, papers and records of Recipient that are directly pertinent to this Agreement for purposes of making audits, examinations, excerpts, or transcription during the term of this Agreement and for a period of five (5) years after the date of delivery of the Final Reports under this Agreement. By executing this Agreement and accepting disbursements of Funds hereunder, Recipient agrees, without limiting any other obligation under this Agreement, to produce, maintain, and retain such invoices, purchase orders, bills, time records, evidence of payment, and other documents as are necessary to permit NFWF to verify the proper use and expenditure of the Funds disbursed to Recipient hereunder.

26. **Public Records:** The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended.

27. **Severability.** Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

28. **Binding Obligation.** This Agreement has been duly executed by a representative of Recipient with full authority to execute this Agreement and bind Recipient to the terms hereof. After execution by the representative of Recipient named on the signature page hereto, this Agreement will represent the legal, valid, and binding obligation of Recipient, enforceable against Recipient in accordance with its terms.

IN WITNESS WHEREOF, both parties have signed this Agreement, intending to be bound legally.

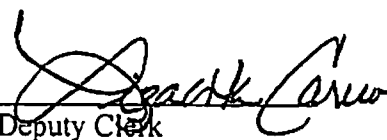
COUNTY:

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

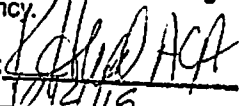
Date: 7/28/2015

ATTEST: Pam Childers
Clerk of the Circuit Court

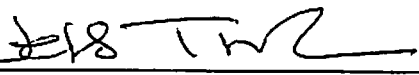
 BCC Approved: 7/23/2015
Deputy Clerk



Approved as to form and legal sufficiency.

By/Title: 
Date: 7/21/15

National Fish and Wildlife Foundation

 Date: Aug 7 '15

Name: Jeff Trandahl

Title: Executive Director

Exhibit A
Project Description

[Page intentionally left blank. See next page.]



EasyGrantsID: 45910

National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2014, Full Proposal

Title: Bayou Chico Restoration

Organization: Escambia County

Grant Information

Title of Project

Bayou Chico Restoration

Total Amount Requested	\$ 11,032,250.00
Matching Contributions Proposed	\$ 2,183,000.00
Proposed Grant Period	01/01/ 2015 - 01/01/ 2018

Project Description

The Bayou Chico Restoration proposal will complete a suite of stormwater treatment and stream restoration projects intended to assist in the restoration of Bayou Chico and support planned restoration activities identified in the Florida Department of Environmental Protection's restoration plan for the Bayou. Expected outcomes include restored and greatly improved benthic habitat quality, increased biological diversity and productivity, and improved water quality to assist in achievement of the total maximum daily load established for the Bayou. This proposed project works to fulfill the NFWF focal area to restore and maintain the ecological integrity of priority coastal bays and estuaries.

Project Abstract

The Bayou Chico watershed is located in the southern end of Escambia County with a 10.36 square-mile drainage basin area and a water surface area of approximately 0.39 square-miles. Bayou Chico and the related rivers are designated for community recreation and maintaining a healthy set of fish and surrounding wildlife. Unfortunately, all of these waterbodies do not meet their designated uses and are considered impaired. The surrounding areas are urbanized, filled primarily by long established subdivisions, industries and commercial users. The Bayou connects with Pensacola Bay, home to 70 delicate animal species and another 68 plant species that are equally vulnerable. Bayou Chico formerly was a productive spawning and nursing area for estuarine including fish, shrimp, crabs and oysters. The Bayou Chico Restoration proposal a suite of projects intended to assist in the restoration of Bayou Chico and serve to complement or accelerate planned restoration activities identified in the Florida Department of Environmental Protection's restoration plan for the Bayou. The proposal includes stormwater treatment facilities and stream restoration. Expected outcomes include restored and greatly improved benthic habitat quality, increased biological diversity and productivity, and improved water quality to assist in achievement of the total maximum daily load established for the Bayou.

Organization and Primary Contact Information

Organization	Escambia County
Organization Type	State or Local Government
Organization Web Address	www.myescambia.com
Organization Phone	(850) 595-4902
Street Line 1	221 Palafox Place
Street Line 2	

City, State, Country, Postal Code	Pensacola, Florida, North America - United States 32502
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1133 15th Street, NW
Suite 1100 Washington, DC 20005



NFWF

EasyGrantsID: 45910

National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2014, Full Proposal

Title: Bayou Chico Restoration

Organization: Escambia County

Region (if international)

Organization Congressional District District 1 (FL)

Primary Contact

Position/Title

Street Line 1

Street Line 2

City, State, Country, Postal Code

Mr. Taylor Kirschenfeld

Senior Scientist

Escambia County Water Quality & Land Management Division

3363 West Park Place

Pensacola, Florida, North America - United States, 32505

Region (if international)

Phone and E-mail

850-595-3449 x ; chips_kirschenfeld@co.escambia.fl.us

Keywords

Conservation Action; Major Habitat Type; Other; Species

Sub-keywords

Action - Land/Water Management; Action - Land/Water Protection;
Action - Livelihood, Economic & Other Incentives; Coastal -
Estuaries and Bays; Freshwater - Rivers, lakes and streams and
riparian zone; Freshwater - Wetland; Other; Species - Amphibian;
Species - Fish; Species - Invertebrate; Species - Mammal; Species -
Plant

Other Keyword(s)

Water Quality



NFWF

EasyGrantsID: 45910

National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2014, Full Proposal

Title: Bayou Chico Restoration

Organization: Escambia County

Project Location Information

Project Location Description

Bayou Chico, Pensacola Bay, Escambia County, FL

The Bayou Chico Watershed consists of Bayou Chico, which discharges to Pensacola Bay, and the tributaries of Jones Creek, Jackson Creek, and Maggies Ditch. Bayou Chico has a drainage area of 10.36 square miles and a water surface area of 0.39 sq. mi.

Project Country(ies)

North America - United States

Project State(s)

Florida

Project Congressional District(s)

District 1 (FL)

Permits and Approvals

Permits/Approvals Description:

All required permits from federal, state, and local governments will be obtained for all projects.

Permits/Approvals Status:

Intend to Apply

Permits/Approvals Agency-Contact Person:

Florida Department of Environmental Protection, Escambia County, Corps of Engineers, City of Pensacola

Permits/Approvals Submittal-Approval Date:

6/30/2015 12:00:00 AM



EasyGrantsID: 45910

National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2014, Full Proposal

Title: Bayou Chico Restoration

Organization: Escambia County

Salaries and Benefits

	Units	Cost Per Unit	Total
Water Quality Scientist	1600	\$25.00	\$40,000.00

Total Salaries and Benefits			\$40,000.00
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A Water Quality Scientist will be employed to manage the monitoring aspect of this project. 1600 hours @ \$25 per hour

Equipment

	Units	Cost Per Unit	Total

Total Equipment			\$0.00

Contractual Services

	Units	Cost Per Unit	Total
Task 1 - Bill Gregory Park Stormwater Project: Pre-Construction	1	\$199,000.00	\$199,000.00
Task 2 - Bill Gregory Park Stormwater Project: Construction	1	\$1,954,000.00	\$1,954,000.00
Task 3 - Bill Gregory Park Stormwater Project: Monitoring	1	\$27,000.00	\$27,000.00
Task 4 - R Street at Maggie's Ditch Stormwater Project: Pre-construction	1	\$82,500.00	\$82,500.00
Task 5 - R Street at Maggie's Ditch Stormwater Project Construction	1	\$755,500.00	\$755,500.00
Task 6 - R Street at Maggie's Ditch Stormwater Project: Monitoring	1	\$27,000.00	\$27,000.00
Task 7 - Beach Haven Northeast Stormwater Project: Pre-Construction	1	\$0.00	\$0.00
Task 8 - Beach Haven Northeast Stormwater Project: Construction	1	\$4,977,250.00	\$4,977,250.00



EasyGrantsID: 45910

National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2014, Full Proposal

Title: Bayou Chico Restoration

Organization: Escambia County

	Units	Cost Per Unit	Total
Task 9 - Beach Haven Northeast Stormwater Project: Monitoring	1	\$0.00	\$0.00
Task 10 - Jones Creek and Jackson Creek Stream Restoration Project: Pre-construction	1	\$250,000.00	\$250,000.00
Task 11 - Jones Creek and Jackson Creek Stream Restoration Project: Construction	1	\$2,680,000.00	\$2,680,000.00
Task 12 - Jones Creek and Jackson Creek Stream Restoration Project: Monitoring	1	\$20,000.00	\$20,000.00

Total Contractual Services			\$10,972,250.00
Engineer's estimate of pre-construction, construction, and monitoring costs			

Supplies and Materials

	Units	Cost Per Unit	Total
Monitoring supplies and materials	1	\$20,000.00	\$20,000.00

Total Supplies and Materials			\$20,000.00
Monitoring supplies and materials include field supplies and equipment for the Stream Condition Index and water quality monitoring tasks for the two stream restoration projects.			

Printing

	Units	Cost Per Unit	Total

Total Printing			\$0.00

Travel

	Units	Cost Per Unit	Total

Total Travel			\$0.00
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NFWF

EasyGrantsID: 45910

National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2014, Full Proposal

Title: Bayou Chico Restoration

Organization: Escambia County

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Other

	Units	Cost Per Unit	Total

Total Other			\$0.00

Budget Grand Total			\$11,032,250.00
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NFWF

EasyGrantsID: 45910

National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2014, Full Proposal

Title: Bayou Chico Restoration

Organization: Escambia County

Matching Contributions

Matching Contribution Amount:	\$2,183,000.00
Type:	Cash
Status:	Received
Source:	Grants, Local Option Sales Tax
Source Type:	Non-Federal
Description:	Escambia County

Total Amount of Matching Contributions	\$2,183,000.00
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EasyGrantsID: 45910

National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2014, Full Proposal

Title: Bayou Chico Restoration

Organization: Escambia County

Activities and Outcomes

Funding Strategy: Habitat Management

Activity / Outcome: Gulf - BMP implementation for nutrient or sediment reduction - Lbs N avoided (annually)

Description: Enter the amount of nitrogen prevented from entering system annually

Required: Recommended

Lbs N avoided (annually) - Current: 0.00

Lbs N avoided (annually) - Grant Completion: 1575.6

Notes:

Funding Strategy: Habitat Management

Activity / Outcome: Gulf - BMP implementation for nutrient or sediment reduction - Lbs sediment avoided (annually)

Description: Enter the amount of sediment prevented from entering system annually

Required: Recommended

Lbs sediment avoided (annually) - Current: 0

Lbs sediment avoided (annually) - Grant Completion: 127063

Notes:

Funding Strategy: Habitat Management

Activity / Outcome: Gulf - BMP implementation for nutrient or sediment reduction - Lbs P avoided (annually)

Description: Enter the amount of phosphorous prevented from entering system annually

Required: Recommended

Lbs P avoided (annually) - Current: 0.00

Lbs P avoided (annually) - Grant Completion: 372.9

Notes:



NFWF

EasyGrantsID: 45910

National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2014, Full Proposal

Title: Bayou Chico Restoration

Organization: Escambia County

The following pages contain the uploaded documents, in the order shown below, as provided by the applicant:

Certificate of Good Standing
Certificate of Insurance
Conflict of Interest Disclosure
GAAP audited financial statements
Statement of Litigation
Spatial Data
GEBF Detailed Cost Proposal
GEBF Full Proposal Narrative

The following uploads do not have the same headers and footers as the previous sections of this document in order to preserve the integrity of the actual files uploaded.



Full Proposal Project Narrative

Instructions: Save this document on your computer and complete the narrative in the format provided. The final narrative should not exceed twenty-five (25) pages; do not delete the text provided below. Once complete, upload this document into the on-line application as instructed. Note: the maximum file size allowed per upload is 15MB. When possible, larger graphics, including but not limited to, photos, organizational charts, work plan diagrams, and Gantt charts, should each be uploaded and appropriately labeled in the "Uploads" section as an appendix to the Proposal Narrative.

1. Project Background:

- a. Description of the project area, including habitat types and acreage, and watershed or ecoregion within which the project area is found, as appropriate.
- b. Discussion of the habitat or species trends (change in extent and/or quality) and direct causes of loss or decline in the project area. What ecological problems have been identified in the vicinity of the project area that the project seeks to address?
- c. Is the project identified within a natural resource management or restoration plan(s) or does it otherwise advance specific objectives of such plan(s)? If so, how was this project prioritized for funding consideration?

The Bayou Chico watershed is located in the southern end of Escambia County with a 10.36 square-mile drainage basin area and a water surface area of approximately 0.39 square-miles. The surrounding areas are urbanized, filled primarily by long established subdivisions, industries and commercial users. The Bayou connects with Pensacola Bay, home to 70 delicate animal species and another 68 plant species that are equally vulnerable. Bayou Chico serves as a spawning and nursing area for estuarine including fish, shrimp, crabs and oysters.

The concerned watershed includes Bayou Chico, which flows directly into Pensacola Bay, and the following streams or areas that discharge into the Bayou or the Bay – Jones Creek, Jackson Creek, Bayou Chico Drain, Bayou Chico Beach and Sanders Beach.

Prior to 1971, at least eight wastewater facilities discharged directly into Bayou Chico. The long history of local community and industrial activities was the source of numerous problems including untreated stormwater runoff, industrial pollution and an excessive amount of nutrient input. The wastewater discharges have been stopped - significantly improving the water quality over the last decade – but we are still short of achieving official Florida water quality standards.

Bayou Chico and the related rivers are designated for community recreation and maintaining a healthy set of fish and surrounding wildlife. Unfortunately, all of these waterbodies do not meet their designated standard levels for fecal coliform or nutrient levels and are considered impaired.

In June 2008, the Florida Department of Environmental Protection (Department) adopted a Total Maximum Daily Load (TMDL) for these waterbodies that addressed the pollution, especially fecal coliform. The Department worked hard with local interests including Escambia County and its Department of Health, city of Pensacola, Emerald Coast Utility, Florida Department of Transportation, the University of West Florida, Bayou Chico Association, representatives from the U.S. Naval Air Station and our partners at the Northwest Water Management District.

Beginning in February 2009, the Department ramped up the restoration goals for Bayou Chico through a series of nine scientific meetings with community interests and local governments. All meetings were open to the general public to add their observations and concerns. The ultimate goal was to collect scientific data about watershed pollution, find the

sources and develop a consistent, achievable series of projects to be undertaken by each group in order to achieve the TMDL standards.

As a result of this cooperation, the Department was able to adopt the Bayou Chico Watershed Basin Management Action Plan (BMAP) in October 2011. This plan designates more than 80 projects throughout the list of partners to address water quality improvement. Projects include better stormwater management by local governments, neighborhood street sweep programs and a new standard of scientific inspection conducted by the local environmental protectors. The full plan and annual progress reports can be viewed at:

<http://www.dep.state.fl.us/water/watersheds/bmap.htm>

At this point in time local groups have completed 52 projects at the approximate cost of \$25 million. An additional 37 projects are currently identified to improve Bayou Chico. These projects are currently unfunded by approximately \$53 million with a goal of removing pollutants by tens of thousands of pounds. The NFWF Bayou Chico Restoration Project will continue the surge created by local and regional caretakers to return Bayou Chico to an ideal recreational area for fishers, boaters and swimmers alike.

Pursuant to Section 303(d) of the federal Clean Water Act, the Florida Department of Environmental Protection (FDEP) has developed and adopted Total Maximum Daily Loads (TMDLs) for the waterbody segments identified as impaired. A TMDL is the maximum amount of a specific pollutant that a waterbody can assimilate while maintaining its designated uses. A Fecal Coliform TMDL for the Bayou Chico watershed was adopted by rule 62-304.330(1), F.A.C., and requires a 61% reduction in sources contributing to the problem. In addition, there is a nutrient TMDL for a portion of Bayou Chico that requires a 30% reduction in both total nitrogen (TN) and total phosphorus (TP). The nutrient TMDL for Bayou Chico can be viewed at:

http://www.dep.state.fl.us/water/tmdl/final_tmdl.htm

The Bayou has other water quality problems in addition to nutrients and fecal coliform. Both the Northwest Florida Water Management District (NFWFMD) and the University of West Florida (UWF) have published studies that indicated the presence of polycyclic aromatic hydrocarbons (PAHs), pentachlorophenols (PCPs), and trace metals in both the sediments and water in Bayou Chico (Debusk et al. 2002; Liebens et al. 2007). A review of the scientific literature shows that the quality of the water and sediments in Bayou Chico has been, and is still, affected by a variety of pollutants. Liebens et al. (2006) state, "In the 1970s, organic pollutants were found to be many times higher than typical values for coastal sediments." Studies have shown elevated levels of polychlorinated biphenyls (PCBs) and dioxins/furans in seafood from the bayou (Snyder and Karouna-Renier 2009). Trace metals are also elevated in the main part of the bayou and between two topographic constrictions in the northern half of the bayou. Organisms affected by the pollution of Bayou Chico have diminished in density and diversity. Continued growth in the City of Pensacola and the adjacent suburban areas has increased the discharge of untreated runoff, causing increases in both sediment and nutrient loading that have had adverse effects on the ecology of Bayou Chico and Pensacola Bay.

2. Project Description: Information in this section should be presented consistently with the conservation focal areas and actions developed for the GEBF. These may be found on the NFWF website (www.nfwf.org/gulf).

- a. What are the goal(s) and quantifiable natural resource objectives of the proposed project?
- b. Describe the strategy that will be used to address identified problems and meet the goals and objectives of the project.
- c. Describe how the project will directly remedy harm to, or reduce risk of future harm to, natural resources (habitats, species) impacted by the Deepwater Horizon event.

- d. What are the expected short-term net benefits to Gulf Coast natural resources and long-term measurable outcomes? This should be expressed in the narrative consistently with the project metrics identified in the "Project Activities and Outcomes" section of the Easygrants process and the monitoring plan sections described below.
- e. If this project is a continuation or expansion of an existing project, describe the status and results/outcomes achieved to date.
- f. If applicable, please describe existing and planned projects (e.g., conservation or restoration projects, development activities, etc.) in the vicinity that may interact (positively or negatively) with this proposed project. Please describe any planned actions that will help to either enhance or reduce these interactions with potentially affected projects in the Scope of Work section below.
- g. Discuss major uncertainties in project planning or design and implications for achieving the stated goals and objectives.
- h. Discuss major project risks (e.g., important underlying assumptions that would cause the project to be ineffective if the assumption proves to be incorrect, potential impacts on adjacent areas, threats due to changing conditions over time such as sea level rise, etc.). The scope of work should include appropriate measures to mitigate these identified risks.
- i. Discuss how the project is or will be designed to ensure the sustainability of the intended conservation outcomes.

The Bayou Chico Restoration proposal works to fulfill the NFWF focal area to restore and maintain the ecological integrity of priority coastal bays and estuaries. Specifically, this project addresses the following metrics: amount of nitrogen prevented from entering the system annually; amount of phosphorus prevented from entering the system annually; and amount of sediment prevented from entering the system annually. The proposal includes a suite of projects intended to assist in the restoration of Bayou Chico and serve to complement or accelerate planned restoration activities identified in the Florida Department of Environmental Protection's restoration plan for the Bayou. The proposal includes stormwater treatment facilities, septic tank removal and connection to central sewer, and stream restoration. Expected outcomes include load reductions in nitrogen, phosphorus, BOD, TSS, and sediment; restored and greatly improved benthic habitat quality; increased biological diversity and productivity; and improved water quality to assist in achievement of the total maximum daily loads established for the Bayou. The expected Pollutant Load Reductions by Project are listed below in Table 1.

Table 1 **Pollutant Load Reductions by Project**

Project	TN lbs/yr	TP lbs/yr	BOD lbs/yr	TSS lbs/yr	Sediment lbs/yr
Beach Haven Stormwater Retrofit	965.0	220.6	6,096.9	21,813	28,683
Bill Gregory Park Stormwater Retrofit	198.1	36.0	1,058.9	7,798	7,800
Jackson Creek Stream Restoration / Floodplain Expansion	225.0	204.0	3,786.7	130,200	37,620
Jones Creek Stream Restoration / Floodplain Expansion	187.5	170.0	2,458.5	108,500	31,360
"R" Street Stormwater Retrofit	0.0	78.9	2,324.8	21,616	21,600
Totals	1,575.6	372.9	16,711.1	289,927	127,063

The proposed projects include:

- Bill Gregory Park Regional Stormwater Treatment Facility project will capture and treat stormwater runoff from approximately 37 acres currently discharging untreated runoff directly into the eastern head waters of Bayou Chico. The facility improvements will include a two-tier treatment train system with proprietary pretreatment units upstream to remove debris and floatables prior to entering a wet detention pond. The pond will be

approximately 2.5 acres in size and will take an innovative approach to stormwater management by having multiple ecological benefits. In addition to its water quality improvement, the pond will also serve as a wetland habitat for a variety of plants, birds and other aquatic animal species. This project has an estimated cost of \$2,180,000.

- 'R' Street at Maggie's Ditch Stormwater Treatment Enhancement Project will capture and provide an element of treatment for stormwater runoff from approximately 225 acres of primarily commercial area currently discharging untreated runoff directly into Maggie's Ditch, a manmade wetland tributary that discharges to head waters of eastern Bayou Chico. The proposed project is currently listed in the approved projects under the restoration plan for Bayou Chico, and improvements will include a proprietary underground treatment unit to remove an estimated 50% of total suspended solids (TSS) and debris/floatables prior to entering Maggie's Ditch. It is estimated the system will remove approximately 20 tons of solids annually that would otherwise be discharged into Maggie's Ditch and Bayou Chico. The project will also serve to protect the already completed Maggie's Ditch Wetland Enhancement Phase I and II projects as identified in the restoration plan. This project has an estimated cost of \$865,000.
- Beach Haven Northeast Stormwater Improvement Project Phase I - The majority of the existing development in the Beach Haven area is served by limited stormwater management systems. Therefore untreated stormwater runoff flows directly into Jones Creek and Bayou Chico contributing to water quality impairment. Escambia County has initiated design for the Beach Haven Northeast Stormwater Improvement Project, and the design plans are 60% complete at this time. Escambia County has committed to a cost share of \$2,183,000 and is seeking NFWF funding of \$4,987,250 for this project. Escambia County's cost share includes funds from the County Community Redevelopment Agency, the County Neighborhood Enterprise Fund, Community Development Grant funds, and a Florida Department of Environmental Protection grant to contribute toward new stormwater treatment in the Beach Haven area.
- The Jones Creek and Jackson Creek stream and wetland floodplain habitat restoration project would restore 2,500 linear feet of Jones Creek and 3,000 linear feet of Jackson Creek and includes stream enhancements, floodplain expansion, riparian wetland restoration, and invasive exotic species eradication. Rosgen Natural Stream Channel Design principles will be utilized. The project will result in over 4 acres of wetland floodplain expansion and habitat restoration along Jones Creek, and over 2 acres of wetland floodplain expansion and habitat restoration along Jackson Creek. In addition to the expected water quality benefits shown in Table 1, stream restoration projects are expected to provide a minimum 3X increase in macroinvertebrate species (300% increase) due to improved benthic habitat quality. This project would expand on the already completed Jones Creek East Stream Restoration project that restored 1,200 linear feet of Jones Creek between Navy Boulevard and Old Corry Field Road. This project has an estimated cost of \$3,000,000.

These projects will reduce sediment and nutrient loadings to Bayou Chico, reduce BOD, reduce TSS, reduce turbidity, increase water clarity, and improve light penetration for photosynthesis to enable expansion of submerged aquatic vegetation (SAV) and emergent marsh habitat. SAV and emergent marsh provide critical habitat to remedy the harm to fish, shrimp, crabs, and other estuarine species that were negatively affected by the Deepwater Horizon oil spill. These projects will also complement the proposed Natural Resource Damage Assessment Early Restoration Pensacola Bay Living Shoreline Project, specifically the living shoreline proposed for Sanders Beach near the mouth of Bayou Chico. Bayou Chico was the site of the only regional staging area for the Deepwater Horizon Oil Spill cleanup operations. There were only two staging areas in all of Florida. As a result, Bayou Chico was directly impacted by the increased 24-hour per day boat traffic, oil skimmer vessels, oiled vessel hulls, oiled boom unloading, increased turbidity, and general maintenance and operations. For this reason, as well as the fact that Bayou Chico has TMDL pollutant load reduction goals and a Basin Management Action Plan (BMAP) that was developed by community stakeholders and FDEP, Bayou Chico has been prioritized for restoration activities because the list of proposed restoration projects has already been vetted by the community and local and state agencies. An active water quality monitoring program in Bayou Chico, which is a requirement of the BMAP, is being conducted by Escambia County Water Quality & Land Management Division. The requested NFWF funding is a complement to the community stakeholder funding and investment that has been made, and will be made in the future, to ensure that the secretarial order of the BMAP is carried out.

3. Scope of Work:

- a. Provide a comprehensive narrative statement that describes the methodology that will be used to complete the Scope of Work. This methodology should detail and thoroughly describe the primary tasks, the activities and deliverables associated with each task, and how each task will contribute to implementing the project as described above. If applicable, describe any planning, design/engineering, and permitting that will be required prior to beginning any project construction/implementation and how the project team will complete those necessary steps and obtain all relevant permits. If the proposed work requests funding for only an initial planning or design phase of a project, please describe the anticipated project implementation and funding mechanisms that would result in full project implementation. If applicable, General Project Management and Coordination should be identified as one distinct task.
- b. Please identify key project staff and describe their project role, their expertise, and their prior experience in accomplishing similar projects. If applicable, what sub-recipients (e.g., other organizations, agencies, consultants) are expected to be included within the project team? Describe their respective project role, expertise and prior experience. Note that selection of sub-recipients must conform to applicant's applicable policies and procedures and GEBF Funding Agreement.
- c. Provide an organizational chart that identifies the individuals responsible for the completion of each task of the Scope of Work and illustrates the lines of authority. Please ensure that the organizational chart includes each key staff member identified above.

The Scope of Work for this project includes twelve (12) primary tasks:

- Task 1 - Bill Gregory Park Regional Stormwater Treatment Facility: Pre-construction
- Task 2 - Bill Gregory Park Regional Stormwater Treatment Facility: Construction
- Task 3 - Bill Gregory Park Regional Stormwater Treatment Facility: Monitoring
- Task 4 - "R" Street at Maggie's Ditch Stormwater Treatment Enhancement Project: Pre-construction
- Task 5 - "R" Street at Maggie's Ditch Stormwater Treatment Enhancement Project: Construction
- Task 6 - "R" Street at Maggie's Ditch Stormwater Treatment Enhancement Project: Monitoring
- Task 7 - Beach Haven Northeast Stormwater Improvement Project: Pre-construction
- Task 8 - Beach Haven Northeast Stormwater Improvement Project: Construction
- Task 9 - Beach Haven Northeast Stormwater Improvement Project: Monitoring
- Task 10 - Jones Creek and Jackson Creek Stream and Wetland Floodplain Habitat Project: Pre-construction
- Task 11 - Jones Creek and Jackson Creek Stream and Wetland Floodplain Habitat Project: Construction
- Task 12 - Jones Creek and Jackson Creek Stream and Wetland Floodplain Habitat Project: Monitoring

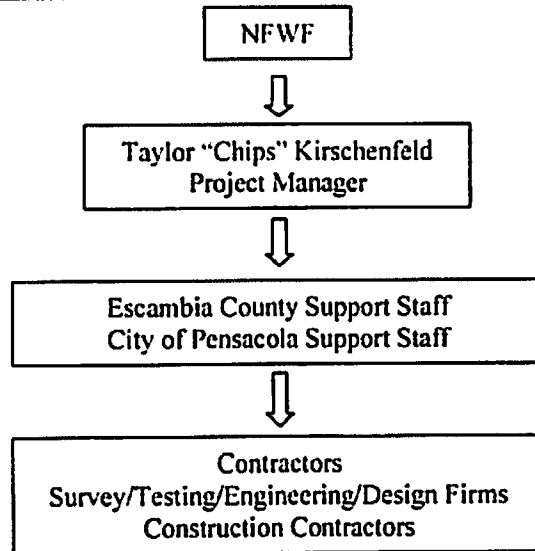
Pre-construction includes survey, testing, engineering, design, and permitting. The construction tasks will be contracted to local firms experienced in stormwater and stream restoration methodology. The purpose of the monitoring tasks is to show success of these projects to reduce pollutant loading and improve habitat. The deliverables for these tasks are: 100% design plans; all required permits from federal, state, and local agencies; construction completion; and monitoring data. The project manager will be responsible for determining the required permits, and ensuring that the permit applications are submitted in a timely manner. Permits will be required from the Corps of Engineers, Florida Department of Environmental Protection, Escambia County, and the City of Pensacola.

Escambia County will manage all aspects of the Bayou Chico Restoration Project. The Project Manager for the Bayou Chico Restoration Project is Taylor "Chips" Kirschenfeld, Senior Scientist and Division Manager with Escambia County. Chips has over 25 years of experience managing grant-funded projects for the Florida Department of Environmental Protection, the Ecosystem Restoration Support Organization, Inc., and Escambia County Water Quality & Land Management Division. Grant management experience includes USEPA water quality, wetland

restoration, and energy efficiency grants; FDEP Section 319 grants; USFWS Coastal Program grants; NFWMD Florida Forever grants; Enterprise Florida Defense Infrastructure grants; and NFWF Five Star grants. Chips will be responsible for all grant management tasks including budget and grant status reporting. Additional grant management support will be provided as needed by Escambia County staff in the Public Works Department, Community & Environment Department, Budget Department, and County Clerk's Office. The City of Pensacola will provide support staff and assistance as needed.

Escambia County frequently utilizes local consulting firms to assist with survey, testing, design and permitting, and local contractors to complete the construction of projects. It is anticipated that these tasks will be contracted. Escambia County follows State Purchasing requirements and guidelines to select the appropriate contractors for design, permitting, and construction. Monitoring will be managed by Escambia County Water Quality & Land Management Division scientists.

Bayou Chico Restoration Project Organizational Chart



4. Project Schedule: The project schedule should be detailed and identify the primary tasks, associated deliverables or milestones, and the planned completion date by task. The completion date for the project (or awarded phase of the project) must occur within five (5) years from the beginning of the project period unless otherwise approved by NFWF.

Primary Task	Deliverable or Milestone	Planned Completion Date
Task 1 - Bill Gregory Park Stormwater Project: Pre-construction: survey, testing, engineering, design, and permitting Task 2 - Bill Gregory Park Stormwater Project: Construction Task 3 - Bill Gregory Park Stormwater Project: Monitoring	Task 1 - 100% Plans and Permits Task 2 - Constructed Project Task 3 - Monitoring Data	<ul style="list-style-type: none"> • 10/30/2015 • 3/30/2017 • 1/1/2018

Task 4 - "R" Street Stormwater Project: Pre-construction: survey, testing, engineering, design, and permitting Task 5 - "R" Street Stormwater Project: Construction Task 6 - "R" Street Stormwater Project: Monitoring	Task 4 - 100% Plans and Permits Task 5 -Constructed Project Task 6 - Monitoring Data	<ul style="list-style-type: none"> • 10/30/2015 • 3/30/2017 • 1/1/2018
Task 7 - Beach Haven Stormwater Project: Pre-construction: survey, testing, engineering, design, and permitting Task 8 - Beach Haven Stormwater Project: Construction Task 9 - Beach Haven Stormwater Project: Monitoring	Task 7 - 100% Plans and Permits Task 8 -Constructed Project Task 9 - Monitoring Data	<ul style="list-style-type: none"> • 10/30/2015 • 3/30/2017 • 1/1/2018
Task 10 - Jones Creek and Jackson Creek Stream Restoration: Pre-construction: survey, testing, engineering, design, and permitting Task 11 - Jones Creek and Jackson Creek Stream Restoration: Construction Task 12 - Jones Creek and Jackson Creek Stream Restoration: Monitoring	Task 10 - 100% Plans and Permits Task 11 - Constructed Project Task 12 - Monitoring Data	<ul style="list-style-type: none"> • 10/30/2015 • 3/30/2017 • 1/1/2018

5. Long-term Management: Please describe the actions required to adequately manage, operate, and maintain the project over its project lifespan. If funds are being requested from the GEBF to implement these activities, please include this request as a separate task in the detailed budget. If external sources of funding will be used, please include a description of the funding source in the narrative, identify the source in the "Matching Contributions" section online, and upload a letter of commitment from the appropriate entity assuring that these funds will be made available in the "Uploads" section.

As appropriate given the nature of the project (e.g., projects involving new infrastructure or requiring regular maintenance), Applicants may be expected to prepare an operations and maintenance plan to describe the activities that will be necessary to ensure sustainability of the project's conservation objectives. In such cases, the operations and maintenance plan should be prepared during the appropriate planning or engineering & design phase of the project. Project funds may be requested to develop and implement this plan. If an operations and maintenance plan has already been prepared, please submit the completed plan as an upload as part of the full proposal process.

Long-term management of the Bayou Chico Restoration Projects will be handled by the City of Pensacola (Bill Gregory Park Stormwater, "R" Street Stormwater) and Escambia County (Beach Haven Stormwater, Jones Creek and Jackson Creek Stream Restoration). The City of Pensacola and Escambia County will utilize appropriations from their General Funds and Local Option Sales Tax Funds. All entities have experienced maintenance staff and crews that will manage, operate, and maintain these projects over their lifespans.

In addition, the Northwest Florida Water Management District requires stormwater management systems to be designed with a 25-year effective service life and require improvements to be maintained throughout the service life. The County or City will be required to test the stormwater treatment facilities every three years and provide documentation to the Water

Management District that the systems are operating as designed. The maintenance requirements and three year testing requirements of the District will also serve to ensure that the project will meet or exceed its service life.

6. Project Monitoring and Adaptive Management: Provide a detailed description of plans to monitor and adaptively manage the proposed work, as appropriate. Projects are required to complete adequate pre- and post-project monitoring in order to: assess if the project has achieved, or is on track to achieve, the specific goals and objectives outlined in the project description (above); to understand why the project has, or has not, performed as anticipated; to inform adaptive management of the proposed project; and to improve the effectiveness and efficiency of implementation of future projects. Applicants will be expected to utilize standard monitoring protocols adopted by Gulf resource agencies and leverage ongoing monitoring efforts, as appropriate, to facilitate cross-program assessment of project performance within Gulf ecosystem recovery efforts (i.e., NRDA and RESTORE programs). Monitoring and adaptive management plans must be prepared in accordance with the guidance provided within the GEBF full proposal guidelines. It is expected that such plans be prepared during the appropriate planning or engineering & design phase of the project. If a detailed monitoring and adaptive management plan has already been prepared, please submit the completed plan as part of the full proposal process. The costs associated with the development and implementation of the monitoring and adaptive management plan may be included in this request and should be included as a separate task in the detailed budget, as appropriate.

A Project Monitoring and Adaptive Management Plan will be prepared in accordance with the guidance provided within the GEBF full proposal guidelines. Pre- and post-project monitoring will be conducted in order to assess the projects and determine if specific goals and objectives have been achieved. The metrics that will be measured during the monitoring phase of this project are: amount of nitrogen prevented from entering system annually; amount of phosphorus prevented from entering system annually; and amount of sediment prevented from entering system annually. In addition, a pre- and post-construction Stream Condition Index will be conducted in Jones Creek and Jackson Creek to determine the project's effect on species diversity and population of benthic macroinvertebrates. There is currently an active water quality monitoring program in Bayou Chico for the Basin Management Action Plan (BMAP), so this water quality monitoring data will also be included in the Monitoring Report. All monitoring will be in accordance with adopted USEPA and FDEP protocols and SOPs. To ensure that the Bayou Chico Restoration projects perform as anticipated, and to improve the effectiveness and efficiency of implementation of future projects, an Adaptive Management strategy will be implemented.

7. Partnerships: Beyond the sub-recipients included in the project team (above), please identify the other cooperating partners and describe their role in the project. Also, define the degree of funding participation by partners in the overall project, what the level of responsibility will be for the GEBF's component, and whether/how the other components may impact successful completion of the GEBF's portion of the comprehensive effort.

Escambia County and the City of Pensacola are the cooperating partners for the Bayou Chico Restoration Project. Escambia County will be the lead agency, and Escambia County Senior Scientist Taylor "Chips" Kirschenfeld will be the Project Manager. Escambia County will coordinate and manage all aspects of this project and ensure a successful completion.

Exhibit B
Total Budget

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Escambia County, Florida

Bayou Chico Restoration
07/11/2014 Taylor Knechtel

Budget by Project Task

Task	SubTask Description	Salaries & Benefits	Equipment	Contractual Services	Supplies & Materials	Printing	Travel	Other	Task Total Cost
TASK 1 - BIL GREGORY PARK Regional Stormwater Treatment Facility Pre-Construction									
Task 1.1	Survey & Testing			\$1,000.00					\$1,000.00
Task 1.2	Engineering & Design			\$141,000.00					\$141,000.00
Task 1.3	Permitting			\$12,000.00					\$12,000.00
Subtotal Task 1		\$0.00	\$0.00	\$153,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$153,000.00
TASK 2 - BIL GREGORY PARK Regional Stormwater Treatment Facility Construction									
Task 2.1	Construction Administration			\$1,000.00					\$1,000.00
Task 2.2	Construction			\$1,200,000.00					\$1,200,000.00
Task 2.3	Construction Inspection			\$10,000.00					\$10,000.00
Subtotal Task 2		\$0.00	\$0.00	\$1,211,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,211,000.00
TASK 3 - BIL GREGORY PARK Regional Stormwater Treatment Facility Monitoring									
Task 3.1	Monitoring			\$17,000.00					\$17,000.00
Subtotal Task 3		\$0.00	\$0.00	\$17,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,000.00
TASK 4 - 26th Street at Maple's Dutch Stormwater Treatment Enhancement Project Pre-Construction									
Task 4.1	Engineering & Design			\$52,000.00					\$52,000.00
Task 4.2	Permitting			\$15,000.00					\$15,000.00
Subtotal Task 4		\$0.00	\$0.00	\$67,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67,000.00
TASK 5 - 26th Street at Maple's Dutch Stormwater Treatment Enhancement Project Construction									
Task 5.1	Construction Administration			\$5,000.00					\$5,000.00
Task 5.2	Construction			\$696,500.00					\$696,500.00
Task 5.3	Construction Inspection			\$40,000.00					\$40,000.00
Subtotal Task 5		\$0.00	\$0.00	\$741,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$741,500.00
TASK 6 - 26th Street at Maple's Dutch Stormwater Treatment Enhancement Project Monitoring									
Task 6.1	Monitoring			\$7,000.00					\$7,000.00
Subtotal Task 6		\$0.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,000.00
TASK 7 - Beach Haven Northwest Stormwater Improvement Project Pre-Construction									
Task 7.1	Survey & Testing			\$1,000.00					\$1,000.00
Task 7.2	Engineering & Design			\$1,977,200.00					\$1,978,200.00
Task 7.3	Permitting			\$1,000.00					\$1,000.00
Subtotal Task 7		\$0.00	\$0.00	\$2,978,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,979,200.00
TASK 8 - Beach Haven Northwest Stormwater Improvement Project Monitoring									
Task 8.1	Monitoring			\$1,000.00					\$1,000.00
Subtotal Task 8		\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
TASK 9 - Jackson Creek and Jackson Creek Stream and Wetland Floodplain Rehabilitation Project Pre-Construction									
Task 9.1	Survey & Testing			\$0.00					\$0.00
Task 9.2	Engineering & Design			\$0.00					\$0.00
Task 9.3	Permitting			\$0.00					\$0.00
Subtotal Task 9		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TASK 10 - Jackson Creek and Jackson Creek Stream and Wetland Floodplain Rehabilitation Project Construction									
Task 10.1	Construction Administration			\$0.00					\$0.00
Task 10.2	Construction			\$0.00					\$0.00
Task 10.3	Construction Inspection			\$0.00					\$0.00
Task 10.4	Permitting			\$0.00					\$0.00
Subtotal Task 10		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TASK 11 - Jackson Creek and Jackson Creek Stream and Wetland Floodplain Rehabilitation Project Construction									
Task 11.1	Construction			\$1,000,000.00					\$1,000,000.00
Subtotal Task 11		\$0.00	\$0.00	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00
TASK 12 - Jackson Creek and Jackson Creek Stream and Wetland Floodplain Rehabilitation Project Monitoring									
Task 12.1	Monitoring			\$10,000.00					\$10,000.00
Subtotal Task 12		\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00
TASK 13 - Beach Haven Northwest Stormwater Improvement Project Pre-Construction									
Task 13.1	Survey & Testing			\$0.00					\$0.00
Task 13.2	Engineering & Design			\$0.00					\$0.00
Task 13.3	Permitting			\$0.00					\$0.00
Subtotal Task 13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TASK 14 - Beach Haven Northwest Stormwater Improvement Project Construction									
Task 14.1	Construction			\$0.00					\$0.00
Subtotal Task 14		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL									
		\$0.00	\$0.00	\$10,977,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,977,200.00

Exhibit C
Form of Reimbursement Request

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Gulf Environmental Benefit Fund

Data entry cells are indicated in blue

Locked cells are indicated in white

Section A: Project Information

Easygrants ID	45910
Project Title	Bayou Chico Restoration (FL)
Organization	Escambia County
Organization Address	
Tax ID Number	
Project Term	
Reimbursement Request Period	
Type of Reimbursement Request	Partial

Section B: Project Budget and Expenses

[illegible]

Section C: Narrative of Work and Associated Expenses by Task

In a separate attachment to this Reimbursement Request Form provide the following:

1) Provide a Narrative Description and Itemization of Current Work Expenses per Task

For each task, provide (a) a narrative description of the work for which the funds are being requested, and (b) below that a brief itemization/description of the work expenses incurred (including dollar amounts) for the task, organized by cost category. As provided in the project budget, cost categories for each task may include Salaries & Benefits, Contractual Services, Equipment (equipment valued at more than \$5,000 per unit cost), Supplies & Materials (under \$5,000), Printing, Travel, and Other. Expenses of multiple sub-recipients in the Contractual Services cost category must be distinguished from each other.

2) Changes to the Scope of Work, Schedule or Budget

If changes to the project's scope of work, schedule or budget are anticipated or have already occurred, describe the nature of all such changes, the reason(s) for them, and their impact on the overall project.

Section D: Transaction Information

Total Amount Requested	\$	
Payment Mechanism	Electronic Payment	
Bank Name		
Physical Bank Address		
ACH Routing Number		
Wire Routing Number		
Name on Account		
Account Number		

Section E: Official Certifications & Signature

This Reimbursement Request is submitted pursuant to the payment terms of the Project Funding Agreement ("Agreement") for the above-referenced project (the "Project"), executed by and between the National Fish and Wildlife Foundation ("Foundation") and Escambia County ("Recipient").

By signing this request, I certify to the best of my knowledge that:

- 1) I am authorized to submit this Reimbursement Request on behalf of the Recipient Organization;
- 2) The Work for which the Funds are being requested constitutes part of the Project as set forth in the Project Description;
- 3) As of the date of this Reimbursement Request, each Task has been proceeding on or under its corresponding Task Budget and, to the Recipient's best knowledge, the Recipient expects each Task to be fully completed on or under its corresponding Task Budget; and
- 4) As of the date of this Reimbursement Request, the Project has been proceeding on or under the Total Budget, and to the Recipient's best knowledge, the Recipient expects the Project to be fully completed on or under the Total Budget.

b. Signature of Authorized Certifying Official (type name and title)	c. Date

**Gulf Environmental Benefit Fund
Reimbursement Request Form – Attachment A
Section C: Narrative of Work and Associated Expenses by Task**

Project Title:

Payee Organization:

Project Term:

Reimbursement Request Period:

Type of Reimbursement Request:

Project Number:

Payee Tax ID Number:

Provide a Narrative Description and Itemization of Current Work Expenses by Task.

For each task, provide (i) a narrative description of the work for which the funds are being requested, and (ii) below that a brief itemization/description of the work expenses incurred (including dollar amounts) for the task, organized by cost category. As provided in the project budget, cost categories for each task may include Salaries & Benefits, Contractual Services, Equipment (equipment valued at more than \$5,000 per unit cost), Supplies & Materials (under \$5,000), Printing, Travel, and Other. Expenses of multiple sub-recipients in the Contractual Services cost category must be distinguished from each other.

Changes to the Scope of Work, Schedule or Budget.

(If changes to the project's scope of work, schedule or budget are anticipated or have already occurred, describe the nature of all such changes, the reason(s) for them, and their impact on the overall project.)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9352

County Administrator's Report 11. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Group Medical Insurance (PD 14-15.069)

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Group Medical Insurance - Thomas G. Turner, Human Resources Department Director

That the Board take the following action concerning Group Medical Insurance, PD 14-15.069:

A. Approve and authorize the County Administrator to sign the Audit Activities - Medical and Pharmacy document, Wellness Initiative Sponsorship document, Wellness/Pre-Implementation Audit Credit document, and the Stop Loss Proposal for Escambia County;

B. Approve, subject to Legal review and sign-off, the Authorization to Receive Stop Loss Policy Payments and the Application for Stop Loss Insurance; and

C. Authorize the County Administrator to sign, subject to Legal review and sign-off, the Authorization to Receive Stop Loss Policy Payments and the Application for Stop Loss Insurance.

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

BACKGROUND:

On August 20, 2015, the County approved a three year Contract with Florida Blue to provide self-funded health insurance coverage (January 1, 2016 to December 31, 2018). Part of the health care proposal was the Stop Loss Insurance component, which is a paid insurance to pay any claims that exceed \$250,000. The County is responsible for claims up to \$250,000 and once the claim reaches this level, the Stop Loss Insurance starts paying the claim. Attached are the proposed rates for 2016. The County will be responsible for administrative service premiums, stop loss premiums, and claims under the self funding platform.

Another component of the bid proposal is three forms of monies that Florida Blue provided to support BCC wellness programs and audit functions of self funding. Florida Blue provided a one-time \$50,000 for Wellness and/or Pre-Implementation/Implementation Audit Credit. They also provided \$25,000 per year for three years for a total of \$75,000 to cover audit activities for both medical and/or pharmacy costs. Finally, the Florida Blue provided a three year wellness funding of \$75,000 in 2016 and \$50,000 for each year in 2017 and 2018 for a total of \$175,000.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501. Final funding will be provided to the Board upon completion of Contract negotiations.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 122.0801.

PERSONNEL:

The Human Resources Department and all appointing authorities (payrolls) will have to make the appropriate adjustments to their payroll systems, HRIS (Human Resources Information Systems), and will work with Florida Blue to ensure changes are made in the respected systems.

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC Regular Meeting, County Administrator Report II-19 of August 20, 2015 and BCC Regular Meeting, County Administrator Report CAR II-7 of September 24, 2015.

IMPLEMENTATION/COORDINATION:

A Purchase Order will be the instrument utilized for making payment against the Contract once approved by the Board.

The Human Resources Department will coordinate with Legal, the Office of Purchasing, and the other appointing authorities to ensure all changes are made.

Attachments

Group Med Ins 111715



Tom G. Turner
Escambia Co BOCC
HR Director

(850) 595-1637 Work
TGTURNER@co.escambia.fl.us

Human Resources Department
221 Palafox Place, Ste 200
Pensacola FL 32502

October 15, 2015

Mr. David E Sanna, Strategic Account Executive
Florida Blue
3319 Nautical Dr
Panama City, FL 32409
David.sanna@bcbsfl.com

Re: Audit Activities - Medical and Pharmacy

Wellness	Plan Year 2016	Plan Year 2017	Plan Year 2018
Audit Rights Credit – PER RFP 14-15.069	\$25,000	\$25,000	\$25,000
A budget to cover audit activities for both Medical and/or Pharmacy. The County can use this at their discretion.			

County Administrator

Signature of Approving ECBOCC Official

Title

Date

Jack R. Brown

Print

Approved as to form and legal
sufficiency.

By/Title:

Date:

Witness: _____

Witness: _____

K. H. [Signature]
10/30/15



Tom G. Turner
Escambia Co BOCC
HR Director

(850) 595-1637 Work
TGTURNER@co.escambia.fl.us

Human Resources Department
221 Palafox Place, Ste 200
Pensacola FL 32502

October 15, 2015

Mr. David E Sanna, Strategic Account Executive
Florida Blue
3319 Nautical Dr
Panama City, FL 32409
David.sanna@bcbsfl.com

Re: Wellness Initiative Sponsorship

Wellness	Plan Year 2016	Plan Year 2017	Plan Year 2018
Wellness Budget – PER RFP 14-15.069	\$75,000	\$50,000	\$50,000
A wellness fund will be provided to cover any wellness activities and/or programs provided by any vendor.			

County Administrator

Signature of Approving ECBOCC Official

Title

Date

Jack R. Brown

Print

Witness: _____

Witness: _____

Approved as to form and legal
sufficiency.

By/Title: Edual Act

Date: 10/30/15



Tom G. Turner
Escambia Co BOCC
HR Director

(850) 595-1637 Work
TGTURNER@co.escambia.fl.us

Human Resources Department
221 Palafox Place, Ste 200
Pensacola FL 32502

October 15, 2015

Mr. David E Sanna, Strategic Account Executive
Florida Blue
3319 Nautical Dr
Panama City, FL 32409
David.sanna@bcbsfl.com

Re: Wellness/Pre-Implementation Audit Credit

Implementation Credit - PER RFP 14-15.069	
	2016 Plan Year
A one time allowance for Wellness and/or Pre-Implementation/Implementation Audit Credit. The County can use this at their discretion.	\$50,000

Signature of Approving ECBOCC Official

County Administrator

Title

Date

Jack R. Brown

Print

Witness: _____

Witness: _____

Approved as to form and legal
sufficiency.

By/Title: John A. Aca

Date: 10/30/15

Sales Representative: Dave Sanna
Broker: Aon Consulting Inc
TPA: Florida Blue

Effective Date: 01/01/2016
Through Date: 12/31/2016

Provider Network(s): Florida Blue
Utilization Review Vendor(s): Florida Blue

Specific: (Check one)	Lives	<input type="checkbox"/> Option 1
Specific Deductible (per Covered Individual)		\$250,000
Policy Year Maximum Specific Benefit		Unlimited
Lifetime Maximum Specific Benefit		Unlimited
Covered Benefits		Med, Rx Card
Specific Premium		
Single Rate	936	\$22.70
Single + Spouse Rate	228	\$45.28
Single + Child(ren) Rate	175	\$49.43
Family Rate	350	\$72.00
Total Lives	1,689	
Estimated Contract Specific Premium		\$785,055
Contract Basis		12/12
Commission		0.00%

Aggregate: (Include? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No)		
Covered Benefits		Med, Rx Card
Policy Year Maximum		\$1,000,000
Aggregate Factors		
Single Med & Rx Card Factor	936	\$561.72
Single + Spouse Med & Rx Card Factor	228	\$1,123.45
Single + Child(ren) Med & Rx Card Factor	175	\$926.84
Family Med & Rx Card Factor	350	\$1,629.00
Estimated Contract Attachment Point	1,689	\$18,171,162
Contract Minimum Attachment Point (100%)		\$18,171,162
Aggregate Corridor		125%
Contract Basis		12/12
Aggregate Premium		
Composite Rate	1,689	\$2.60
Aggregate Terminal Liability Fee*		\$.67
Estimated Contract Aggregate Premium	1,689	\$52,697
Commission		0.00%
Total Combined Estimated Contract Premium		\$837,752

* Included in Aggregate rate(s).

Note: This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

Individual Special Requirements:

PROPOSAL NOTES

- The rates and factors in this proposal are firm. Please provide a signed proposal, binder check and signed application.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include: age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- This proposal includes Specific and Aggregate Terminal Liability. If this option is elected at least 15 days prior to the end of the policy, the policy will be amended to cover an additional three months of run-out claims. The additional aggregate attachment point for Terminal Funding is determined by applying the in force claim liability factors times 115% to the number of employees and dependents covered under the plan for three months prior to the termination date. This additional aggregate attachment point is then added to the existing annual aggregate attachment point to determine the total Terminal Funding Liability level.
- Human Organ Transplant benefits are payable in accordance with the underlying plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.

PROPOSAL ACCEPTANCE

Please acknowledge acceptance of the terms in this proposal by signing and returning by 11/09/2015 (no signed proposal will be accepted after the effective date). Please also indicate which option is chosen and whether Aggregate is to be included, by checking the appropriate boxes on the previous page. Failure to remit the signed agreement within the same period will result in updated large claim disclosure (and claims) being required for our review.

Signature: Jack R. Brown Title: County Administrator

Accepted on the _____ day of _____, 20____

Witness: _____

Witness: _____

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 10/30/15

initials: _____ date: _____

BASIS OF OFFER

Assumptions

- Aggregate coverage is only available when purchased with Specific coverage.
- This proposal is subject to revision if there is a change in effective or renewal dates, or a change in the plan of benefits.
- This proposal is based on the utilization of the Provider Network(s) and the Utilization Review Vendor(s) listed on this proposal.
- This proposal assumes a minimum participation level of 75% applies for all eligible enrollees under a contributory plan, and 100% under a non-contributory plan.
- This proposal assumes the plan of benefits includes a pre-certification, utilization review and large case management program.
- This proposal is based on a description of the employee benefit plan(s) provided and approved by HMIG, employee and dependent census data, submission of any requested claim information, plus any other information relevant to the underwriting risk. If any of the information was incorrect or changes the risk involved, the rates and factors will be modified, and the specific and aggregate claims will be adjusted accordingly.
- Surcharges (including the bad debt and charity surcharge portion of the New York Reform Act applicable to services are rendered in New York State), pool charges, and/or covered lives assessments may be covered under the stop loss policy if such charges are considered a claim cost. HM is not responsible for the filing, and/or payment of any assessment for which HM is not directly liable including but not limited to the New Hampshire Vaccine Assessment as modified by NH HB 664.
- All standard Policy provisions apply. The laws of the state where the policy is issued will apply. Certain exclusions and limitations may apply.
- Retirees are included in the stop loss coverage.
- This proposal will expire on the proposed effective date.
- Unless otherwise limited or excluded by the stop loss policy or under the Individual Special Requirements, eligible claim expenses under the stop loss policy will follow the covered underlying plan, up to the proposed Specific Benefit Maximum.
- The Agent is properly licensed and appointed by HMIG.
- The initial rates are guaranteed for the proposed policy period unless otherwise noted.
- There are not more than 15% COBRA participants.

Qualifications

- Any stop loss insurance requested and requested effective date of that coverage must be approved by us under our current rules and practices.
- Our approval is subject to receipt of Disclosure, Claim Information and any other information requested in connection with this proposal - including but not limited to a completed Disclosure Form, Application, first month's premium check, signed proposal, final census, and any other required information as stated under the Assumptions or Individual Special Requirements. Such information must be received prior to the proposed effective date. Information contained on the Disclosure Form should be current up to the date of signature, and be completed in its entirety. Failure to do so will result in approval being denied or delayed until a later effective date.
- Both the premium rates and the aggregate factors are subject to change should the number of employees change by 10% or more, either in total and/or by single/family mix.
- A signed and dated Plan Document is required within 30 days of the effective date. If the descriptions of the benefits or plan provisions differ from what was initially utilized to underwrite the risk, the premium rates and aggregate factors may be subject to re-rating, retro-active to the effective date.
- Quote assumes the Plan Document will include traditional industry provisions and definitions including, but not limited to the following: eligibility, HIPAA, termination provisions, extension for leave of absence or disability, FMLA, subrogation, transplants, COB, exclusions for job related injuries, experimental and cosmetic treatment, usual and customary charges, war, not medically necessary, traveling outside of the U.S. solely for the purpose of receiving medical care. In the event that a Plan Document is not available within 30 days from the proposed effective date, we reserve the right to issue the Policy assuming standard exclusions will apply.

Coverage is underwritten by Florida Blue, Jacksonville, FL and is administered by HM Life Insurance Company, Pittsburgh, PA. HM Life Insurance Company is an independent company providing only administrative services.

- HIPAA Privacy rules permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as part of "Health care operations". HMIG will use this information solely for the purpose of evaluating and accepting the risk and will not disclose any PHI collected except to perform this risk evaluation.
- The rates and factors in this proposal are based on the disclosure of all individuals considered a special enrollee due to having previously satisfied the plan's lifetime maximum. Written acceptance by HM must be acknowledged before terms of coverage for such individuals are included under HM's stop loss policy.
- Any stop loss policy issued by us may be rescinded or re-underwritten if any information requested in connection with this proposal was intentionally concealed or misrepresented by or on behalf of the Applicant and/or the Applicant's Agent, or if the Applicant and/or the Applicant's Agent commits fraud.
- As used above: An "Agent" is the Applicant's representative, including but not limited to, the agent, producer or broker of record, or Claims Administrator. The "Applicant" is the entity, or that entity's authorized representative, that has contracted with us to provide stop loss coverage. A "Claims Administrator" is a third party administrator (TPA) designated by the Applicant and approved by us. "Claim Information" consists of Complete Details of the data requested by us in connection with this proposal following a Diligent Review; such information includes but is not limited to Known or potential catastrophic claims, large claims and/or shock losses. "Complete Details" includes the name, social security number (or unique identifier), date of birth, diagnosis, prognosis (unless prognosis cannot be obtained due to reasons beyond your or your Claims Administrator's control) of the plan's participants and the name of the provider providing treatment to any such participant covered by or eligible for coverage. A "Diligent Review" consists of a complete review by you, and/or your Claims Administrator and/or your Agent prior to the date Known or potential catastrophic claims, large claims and/or shock losses are requested by us in connection with this proposal. "Disclosure" consists of Complete Details and any other documentation requested by us in connection with this proposal following a Diligent Review including but not limited to census information and Claim Information. We consider information in connection with this proposal "Known" if, prior to the date or dates we request such information (including but not limited to Disclosure and Claim Information) a reasonable person can assume that you, and/or your Claims Administrator and/or your Agent had knowledge of any information that affects or may affect the administration or underwriting of any coverage issued following acceptance of coverage by us.

Coverage is underwritten by Florida Blue, Jacksonville, FL and is administered by UMM Life Insurance Company, Pittsburgh, PA. UMM Life Insurance Company is an independent company providing only administrative services.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9357

County Administrator's Report 11. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Approval to Issue Fiscal Year 2015-2016 Purchase Orders Totaling \$50,000 or Greater

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Purchase Order in Excess of \$50,000 for Fiscal Year 2014/2015 for the Human Resources Department - Thomas G. Turner, Human Resources Department Director

That the Board, for the Fiscal Year 2015/2016, approve the issuance of an individual Purchase Order and/or Blanket Purchase Order in excess of \$50,000, based upon a previously-awarded Contract, Contractual Agreement, or an annual requirement for the Human Resources Department as follows:

Contractor	Not to Exceed Amount	Contract Number
AON Consulting, Inc. Vendor #420681 Consulting Fee Cost Center 150108 Broker/Consulting Services	\$50,000	PD 15-15.020

[Funding Source: Fund 501, Internal Service Fund]

BACKGROUND:

In FY 15, the County issued an RFP for broker/consulting services. AON Hewitt was awarded this Contract for three years ending in 2017. We are starting our second year of the Contract with AON Consulting, Inc.

The Human Resources Department is seeking approval of a Purchase Order that, during the course of a Fiscal Year, may equal but not exceed \$50,000 to support the employee benefits. Issuance of this Purchase Order during October 2015 is essential to ensure continuity of benefits for employees and retirees.

BUDGETARY IMPACT:

Funding for the above Purchase Orders is through Fund 501, Worker's Compensation, Health and Life Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64 providing for Board approval of Contracts of \$50,000 or greater.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Human Resources Department will generate a Purchase Order as an instrument for placing orders and making payments to provide services.

The Human Resources Department will coordinate with the Office of Purchasing.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9329

County Administrator's Report 11. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Contract Award for Design Services for Thompson Road, Crary Road and McNeal Road Dirt Road Paving & Drainage Improvements

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Design Services for Thompson Road, Crary Road, and McNeal Road Dirt Road Paving and Drainage Improvements - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Thompson Engineering, Inc., per the terms and conditions of PD 14-15.079, Design Services for Thompson Road, Crary Road and McNeal Road Dirt Road Paving and Drainage Improvements, for a lump sum of \$56,630 and optional services of \$3,240, for a total of \$59,870.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 14EN2905]

BACKGROUND:

Requests for Letters of Interest, PD 14-15.079, Design Services for Thompson Road, Crary Road and McNeal Road Dirt Road Paving and Drainage Improvements, we publicly noticed on Monday, August 3, 2015 to two hundred twenty two known firms. Responses were received from four firms. The Selection/Negotiation Committee met on Thursday, September 3, 2015 to hold discussions with all four firms. After discussions, the Selection/Negotiation Committee met to rank the firms as follows:

1. Baskerville-Donovan, Inc.
2. Thompson Engineering, Inc.
3. Sigma Consulting Group, Inc.

Negotiations were held with Baskerville-Donovan, Inc. on Wednesday, September 23 and Wednesday, October 7. At which time it was determined that a negotiated fee could not be achieved based on budget and the Selection/Negotiation Committee informed Baskerville-Donovan, Inc that the County would not be able to continue negotiations.

As required by Florida Statute 287.055, the second ranked firm was notified of the action and asked to prepare a fee proposal. Negotiations were held on Wednesday, October 21 and Wednesday, October 28. Negotiations were successfully completed and an acceptable fee was achieved in the amount of \$59,870.

BUDGETARY IMPACT:

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 14EN2905]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

All work with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

Requests for Letters of Interest, PD 14-15.079, Design Services for Thompson Road, Crary Road and McNeal Road Dirt Road Paving and Drainage Improvements, we publicly noticed on Monday, August 3, 2015 to two hundred twenty two known firms. Responses were received from four firms. The Selection/Negotiation Committee met on Thursday, September 3, 2015 to hold discussions with all four firms. After discussions, the Selection/Negotiation Committee met to rank the firms as follows:

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As required by Florida Statute 287.055, the second ranked firm was notified of the action and asked to prepare a fee proposal. Negotiations were held on Wednesday, October 21 and Wednesday, October 28. Negotiations were successfully completed and an acceptable fee was achieved in the amount of \$59,870.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Agreement

Exhibit "A"

Exhibit "B"

Exhibit "C"

Ranking Notice

Notice of Termination of Negotiations

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

Thompson Engineering, Inc.

**PD 14-15.079, Design Services for Thompson Road, Crary Road and McNeal Road
Dirt Road Paving and Drainage Improvements**

**FORM G: CONSULTING SERVICES FOR STAND-ALONE
PROJECTS**

(Revised July 11, 2013)

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AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of November, 2015, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Thompson Engineering, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 6706-C Plantation Blvd., Pensacola, Florida 32504, and whose Federal tax identification number is 63-0389605 (hereinafter referred to as the "Consultant").

ARTICLE I **DEFINITIONS AND IDENTIFICATIONS**

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

1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 **CONSULTANT:** Thompson Engineering, 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 Cooper Saunders, Engineering Project Coordinator, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 14-15.079, Design Services for Thompson Road, Crary Road and McNeal Road Dirt Road Paving and Drainage Improvements.

ARTICLE 2

PREAMBLE

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

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 14-15 in the amount of Fifty Nine Thousand Eight Hundred Seventy Dollars (\$59870.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3

SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 14-15.079, Design Services for Thompson Road, Crary Road and McNeal Road Dirt Road Paving and Drainage Improvements, and as represented in the Consultant's Letter of Interest response to PD 14-15.079, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

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

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

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is \$1,300,000.00.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4

TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5

COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Fifty Nine Thousand Eight Hundred Seventy Dollars (\$59870.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

- (a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

- (b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

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

5.5 NOTICES:

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

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

- (c) Payments and Notices to the Consultant shall be made to:

Thompson Engineering, Inc.
6706-C Plantation Blvd.
Pensacola, Florida 32504

- (d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Cooper Saunders
Engineering Project Coordinator
Public Works/Engineering
3633 West Park Place
Pensacola, FL 32505

Jack R. Brown
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

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

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

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

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

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

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 **QUALITY OF SERVICES:**

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

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

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

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

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

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

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

ARTICLE 9 **GENERAL PROVISIONS**

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

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

9.2 TERMINATION:

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

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

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

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

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

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

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

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

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

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

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

9.8 INSURANCE: The Consultant is required to carry the following insurance:

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

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

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

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

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

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

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

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

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

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

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

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

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

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

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

result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

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

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

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

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

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

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

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment

eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Thompson Engineering, Inc., signing by and through its John H. Baker, III, President, duly authorized to execute same.

COUNTY:

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

By: _____
Jack R. Brown, County Administrator

Date: _____

BCC Approved: November 17, 2015

CONSULTANT:

Thompson Engineering, Inc., a Corporation authorized to do business in the State of Florida.

By: _____
John H. Baker, III, President

Date: _____

Witness

Witness

ATTEST: Corporate Secretary

By: _____
Secretary

Exhibit "A"



Date: October 28, 2015

Jake Gibbs, P.E.
Civil Engineering Department Head
Thompson Engineering, Inc.
6706-C Plantation Road
Pensacola, FL 32514

Re: Design Services for Thompson Road, Crary Road and McNeal Road Dirt Road Paving and Drainage Improvements

Mr. Paul Nobles,

Please find the Fee Proposal for the above referenced project below.

Project Description:

The Engineering Division of the Escambia County Public Works Department has 100% Construction Plans for Thompson Road from McNeal Road to US 29 (1.12 Miles), 90% Construction Plans for Crary Road from US 29 to Byrneville Road (1.07 Miles) and 100% Construction Plans for McNeal Road from Thompson Road to Byrneville Road (0.46 Miles) in Century, Florida all prepared by Baskerville-Donovan, Inc. The County requests a plans update of the aforementioned plans. A&E services shall provide construction plans meeting today's requirements, permitting, public involvement, legal descriptions and sketches for any additional right-of-way, and limited project construction oversight for this project. It is the intent of the county to install a minimum of 10' wide travel lanes and 1' paved shoulders on each side of the road. The design shall also include drainage improvements within this area. The length of the project is approximately 2.65 Miles. The design shall address driveway issues and not create vehicle scrapping issues for property owners and motorist. As part of this update the County is requesting a log of any changes made to the existing construction plans to meet today's requirements. This log should be itemized by project, plan sheet, item changed and reason for the change. The A/E will be provided with a certified Boundary and Topographic Survey that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.

6706-C Plantation Blvd
Pensacola, FL 32504
850.202.3030 ph. / 850.478.4378 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS, INC. COMPANY

Exhibit "A"

Task 1:

Post Award Client Meetings & Data Collection

After award and issuance of the project Task Order, the Thompson Engineering team will meet with Escambia County Staff to discuss the project and coordinate with the County Surveyor for collection of survey data, any existing plans or right-of-way documents that may exist of the project area and basin studies that have been conducted in or around the project area. At the initial meeting, we will also obtain Staff input on maintenance and historical complaints that have been generated in the project area. At the Post Award meeting, the Thompson Engineering team will provide a schedule for geotechnical investigation and 90% and final design tasks. These will be provided for Escambia County Staff to review. Once comments on the schedule are provided by Staff personnel, Thompson Engineering will incorporate comments and issue a final schedule for all project tasks.

In addition to meeting with Escambia County Staff, we will meet with representatives of the FDOT to gain insight on the project from their maintenance and complaint records with respect to the US 29 and Thompson Road and US 29 and Crary Road intersections.

Upon completion of project due diligence, the obtained survey and existing construction plans will allow for revisions to the design development to establish the need for additional right-of-way and/or easements as well as recommendation for geotechnical sampling locations. The project area will be reviewed by technical personnel to identify and map areas of potential wetlands that may be affected in roadway development. Once these have been reviewed by Escambia County and approved, geotechnical investigations, pavement recommendations report and Final Design Development activities will begin.

Task 2:

Plan Preparation

With the recommendations for design development approved, Thompson Engineering will update the existing construction plans to meet the current requirements for the roadway construction plans, including but not limited to, plan/profile, cross-sections, signing, pavement markings, pavement design, drainage design and details, and associated construction details in accordance with County, State and Federal Requirements and Standards. Prior to commencement of design, a project-specific Quality Control (QC) Plan will be prepared for Design Services. Design activities will include the follow:

- Mobilize and Perform the Geotechnical Investigation
- Utilize County provided survey and incorporate into the revised construction plans.
- Crary Road - Update the existing 90% construction drawings to a 100% construction package utilizing in the latest County, State and Federal design criteria.
- Thompson Road - Update the existing 100% construction drawings to a complete and updated 100% construction package utilizing in the latest County, State and Federal design criteria.
- McNeal Road - Update the existing 100% construction drawings to a complete and updated 100% construction package utilizing in the latest County, State and Federal design criteria.
- Prepare SWPPP Plans for each of the roadways
- Update the typical cross-section for the roadways to include 10-foot travel lanes with 1-foot paved shoulders

Exhibit "A"

- Ensure plans are updated to current design standards in accordance with County, State and Federal Requirements
- Update the Plan/profiles
- Update pavement design based on Geotechnical Engineer Recommendations
- Update all signage and stripping
- Update all construction details in accordance to the latest design standards
- Address driveway issues and eliminate vehicle scrapping
- Development Traffic Control Plans for basic maintenance of traffic during construction
- Update/Develop Stormwater Model for the project area
- Update/Develop any necessary drainage improvements for the project
- Log all changes made to the existing construction plans to meet today's requirements
- (As Required) Prepare Easement and Right-of-way Maps, legal descriptions and tract sketches.
- Prepare Geotechnical Report

Task 3:

Utility Coordination

Utility Coordination and Plan-in-hand walk through with all Utility companies. Once the plans are sufficiently updated/developed to adequately convey design intent, Thompson Engineering will contact utility providers in the project area and provide them with construction plans and also to have plan-in-hand reviews with each provider. Where conflicts exist, we will work with each utility provider to provide utility adjustments in accordance with Escambia County and utility company requirements. Throughout the life of the project, Thompson Engineering personnel will attend monthly Utility Coordination meetings.

Task 4:

Permitting

TEI will conduct a pre-application meeting with FDOT in order to coordinate the required FDOT driveway connection and utility permits. TEI will prepare and obtain the driveway connection permit and utility connection permit as required by FDOT.

This project will qualify for an stormwater (ERP) exemption per the Florida Statutes. TEI will contact NWFWMDC and provide the County with Verification of Exemption documentation. FDEP will require a National Pollutant Discharge Elimination System (NPDES) permit and compliance monitoring throughout the construction period. Thompson will design a Stormwater Pollution Prevention Plan (SWPPP) that outlines the measures taken to reduce and prevent erosion and eliminate sediment from entering adjacent water bodies. The SWPPP will be prepared for submittal to the Florida Department of Environmental Protection (FDEP) in conjunction with the Notice of Intent to Use Generic Permit (NOI) a minimum of 48 hours prior to initiation of construction.

Task 5:

Cost Estimate / Bidding Assistance

TEI will submit preliminary and final draft cost estimate via pricing agreement at 90% and final design submittal, respectively. The pricing agreement utilized will be compared to fair market value and will be adjusted accordingly in order to provide a fair and accurate bid estimate. In

Exhibit "A"

addition, TEI will assist the County in preparation of bid documents and evaluation of bids. We will attend the Pre-Bid Meeting with Engineering and Purchasing Staff and be prepared to answer contractor questions at that time as well as respond to Requests for Information (RFI's); post announcements of any addendums and prepare the Project Bid Tabulation.

Task 6:

Construction Administration & Inspections: (Limited Allowance Based upon actual time):

TEI will attend the pre-construction conference and coordinate with County Staff during the construction project to provide plan interpretation of the design as necessary. We will prepare as-built drawings as required by permit conditions and close-out any permits required for the project. We will also prepare record drawings of plans as marked and submitted by the contractor.

Task 7:

Deliverables

TEI will submit the following documents for the contract deliverables.

- One 11"x17" of the plans at each stage of plan development
- One copy of the cost estimates via the pricing agreement at each stage of plan development
- One copy of the drainage documentation
- One copy of the geotechnical investigation
- One copy of the survey
- Four paper copies (11"x17") of the approved construction plans
- One copy of the ICPR model
- One copy of the ACAD drawing files
- One copy of the Bid Package
- One copy of as-builts
- Digital copy (pdf format) of all of the above listed items

If I may answer any questions or provide clarification, please contact me at (850) 202-3030 (Office) or (251) 752-0358 (Cell).

Sincerely,
THOMPSON ENGINEERING



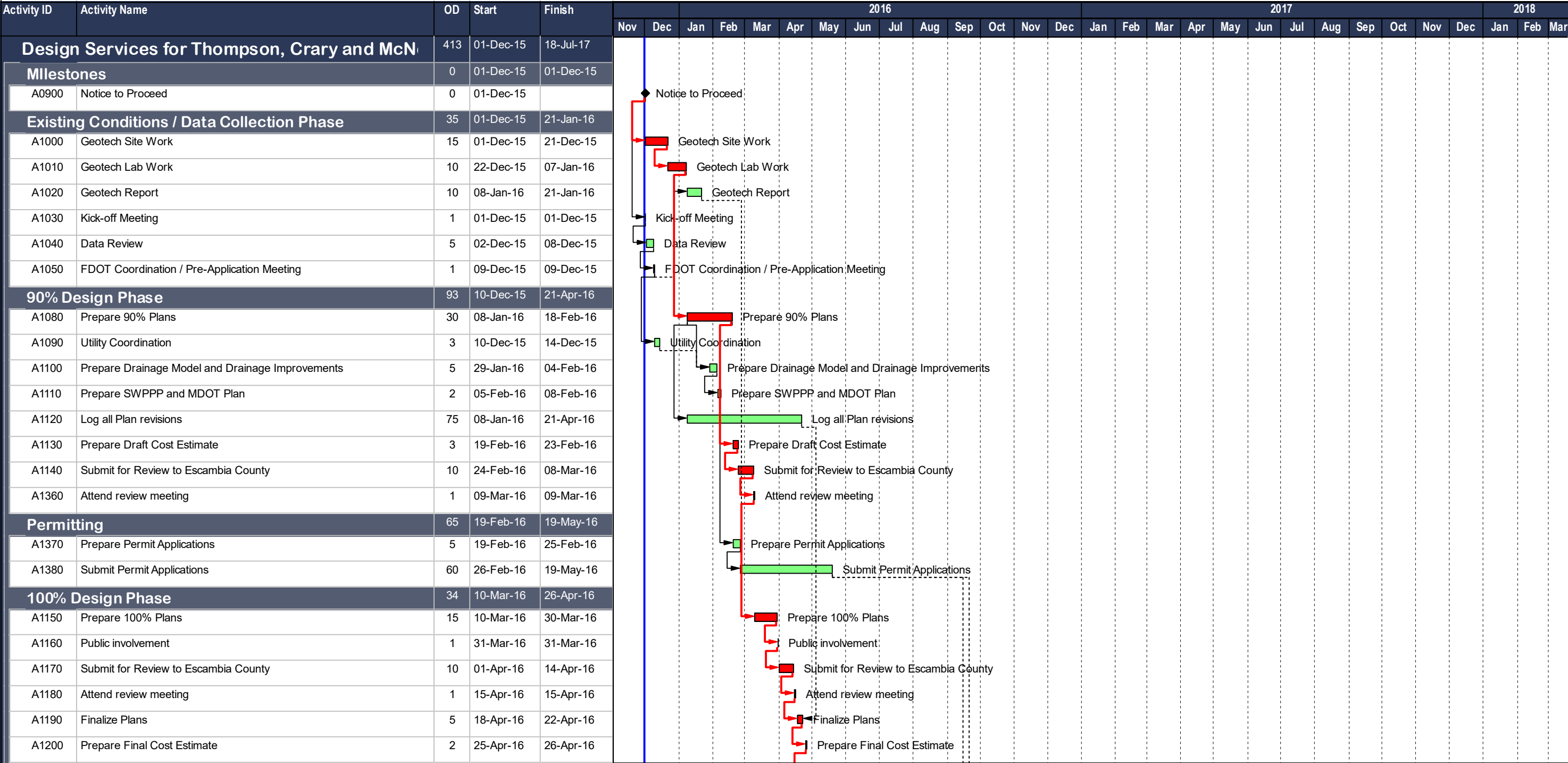
Jake Gibbs, P.E.
Civil Engineering Manager

encl



Design Services for Thompson, Crary and McNeal Roads
Project Schedule

Data Date 01-Dec-15
Page 1 of 2



- Remaining Level of Effort
- Actual Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone

File: Design Services for Thompson, Crary and McNeal Roads
Baseline :
Layout : Design Services for Escambia Co.

Date	Revision	Checked	Approved
29-Oct-15	Issue for approval	JSM	RGJ

Activity ID	Activity Name	OD	Start	Finish	2016												2017												2018						
					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		
Cost Estimate / Bid Phase		95	27-Apr-16	09-Sep-16																															
A1230	Prepare Bid Package	5	27-Apr-16	03-May-16																															
A1240	Questions, RFI's, Interpretation & Addendums	10	04-May-16	17-May-16																															
A1250	Advertize	30	18-May-16	29-Jun-16																															
A1260	Pre-Bid Meeting	1	30-Jun-16	30-Jun-16																															
A1270	Bid Opening	14	01-Jul-16	21-Jul-16																															
A1280	Review and Finalize Bid Tab	5	22-Jul-16	28-Jul-16																															
A1290	BCC Award	30	29-Jul-16	09-Sep-16																															
Construction Phase		210	12-Sep-16	11-Jul-17																															
A1340	Attend Pre-Construction Conference	1	12-Sep-16	12-Sep-16																															
A1350	Shop Drawing Review	10	13-Sep-16	26-Sep-16																															
A1390	Construct Thompson & McNeal Roads	180	27-Sep-16	13-Jun-17																															
A1400	Thompson & McNeal Roads Substantial Completion / WalkThrough	10	14-Jun-17	27-Jun-17																															
A1410	Thompson & McNeal Roads Record Drawings / As-Built	2	28-Jun-17	29-Jun-17																															
A1420	Thompson & McNeal Roads Final Walk Through	5	30-Jun-17	07-Jul-17																															
A1430	Construct Crary Road	90	03-Oct-16*	10-Feb-17																															
A1440	Crary Road Substantial Completion / WalkThrough	5	13-Feb-17	17-Feb-17																															
A1450	Crary Road Record Drawings / As-Built	1	20-Feb-17	20-Feb-17																															
A1460	Crary Road Final Walk Through	5	21-Feb-17	27-Feb-17																															
A1470	Permit Close-Outs	2	10-Jul-17	11-Jul-17																															
Closeout & Deliverables		5	12-Jul-17	18-Jul-17																															
A1310	Prepare Submittal Package of Contract Deliverable	5	12-Jul-17	18-Jul-17																															

Exhibit "C"

Thompson Engineering, Inc. (TEI)
FEE PROPOSAL FOR PROFESSIONAL SERVICES
 PD 14-15.079, Design Services for Thompson Road, Crary Road and McNeal Road Dirt Road Paving and
 Escambia County, Florida



TASK PKG	TASK	Senior Civil Eng.	Project Civil Eng.	Civil Eng. Assoc.	Senior Civil Designer	Senior Geotech Eng.	Project Geotech Eng.	Admin. Asst.	Total	Total
Task 1	Post Award Client Meeting & Data Collection	8.0	8.0	8.0	4.0				28.0	\$3,240.00
	Project Coordination Meeting (Esc. Co.)									
	Review Data Collected									
	Prepare Draft & Final Schedule									
	FDOT Coordination / Pre-App Meeting									
	Review Survey Provided by Esc. Co.									
	Task Subtotal	8.0	8.0	8.0	4.0	0.0	0.0	0.0	28.0	\$3,240.00
Task 2	Plan Preparation	40.0	40.0	80.0	80.0	8.0	48.0		296.0	\$32,160.00
	Mobilize and Perform Geotechnical Investigation									
	Process County Provided Survey data to utilize in plan preparation									
	Review & Revise Existing Plans - Crary Road									
	Review & Revise Existing Plans - Thompson Road									
	Review & Revise Existing Plans - McNeal Road									
	Prepare SWPPP									
	Update details to current design standards									
	Develop MOT plan									
	Develop Stormwater Model									
	Update/develop drainage Improvements									
	Develop Log to track all plan revisions to meet current standards									
	Prepare Easement/ROW maps, descriptions, sketches (as necessary)									
	Prepare Geotechnical Report									
	Task Subtotal	40.0	40.0	80.0	80.0	8.0	48.0	0.0	296.0	\$32,160.00
Task 3	Utility Coordination		8.0	8.0					16.0	\$1,680.00
	Plan-In-Hand Utility Coordination									
	Attend monthly utility coordination meetings									
	Task Subtotal	0.0	8.0	8.0	0.0	0.0	0.0	0.0	16.0	\$1,680.00
Task 4	Permitting	16.0	40.0	12.0	4.0				72.0	\$8,640.00
	FDOT Driveway / Utility Pre-Application Meeting									
	ERP Exemption Verification									
	SWPP Preparation									
	FDEP Notice of Intent									
	Task Subtotal	16.0	40.0	12.0	4.0	0.0	0.0	0.0	72.0	\$8,640.00
Task 5	Cost Estimate / Bidding Assistance	8.0	16.0	6.0	4.0				34.0	\$4,020.00
	Prepare 90% Cost Estimate									
	Prepare Final Cost Estimate									
	Attend Pre-Bid Meeting									
	Respond to RFI's									
	Prepare Bid Tabulation									
	Task Subtotal	8.0	16.0	6.0	4.0	0.0	0.0	0.0	34.0	\$4,020.00
Task 6	(Limited Allowance Based on actual time)	8.0	8.0	4.0	8.0				28.0	\$3,240.00
	Attend Pre-Construction Conference									
	Coordinate with County Staff during construction to provide plan interpretation as necessary									
	Prepare As-built drawings as required by permit conditions									
	Prepare Record Drawings based on Contractor Mark-ups									
	Task Subtotal	8.0	8.0	4.0	8.0	0.0	0.0	0.0	28.0	\$3,240.00
Task 7	Deliverables		2.0	4.0	4.0			6.0	16.0	\$1,290.00
	Prepare Submittal Package of Contract Deliverable									
	Task Subtotal	0.0	2.0	4.0	4.0	0.0	0.0	6.0	16.0	\$1,290.00
TOTAL PROJ. HOURS		80.0	122.0	122.0	104.0	8.0	48.0	6.0	490.0	
HOURLY RATES		\$150.00	\$120.00	\$90.00	\$90.00	\$150.00	\$120.00	\$55.00		
SUBTOTAL LABOR FEE		\$12,000.00	\$14,640.00	\$10,980.00	\$9,360.00	\$1,200.00	\$5,760.00	\$330.00		\$54,270.00
SUBTOTAL FIELD & LAB SERVICES		(From Expense Detail Worksheet)								\$5,600.00
SUBTOTAL EXPENSE		(From Expense Detail Worksheet)								\$1,200.00
TOTAL PROJECT FEE										\$59,870.00

Exhibit "C"

Thompson Engineering, Inc. (TEI)

FEE PROPOSAL FOR PROFESSIONAL SERVICES

**PD 14-15.079, Design Services for Thompson Road, Crary Road and McNeal
Escambia County, Florida**



Geotech Lab & Field Services

Description		Unit	Estimated Quantity	Unit Fees	Subtotal
FIELD SERVICES					
Mobilization of ATV Drill Rig/Crew/Equipment		Each	1	\$ 400.00	\$ 400.00
Soil Test Borings (ASTM D-1586) - 9 ea. @ 6 ft.; 2 ea. @ 30 ft.	Depths of 0' to 50'	LF	138	\$ 15.50	\$ 2,139.00
	Depths of 50' to 100'	LF	0	\$ 17.85	\$ -
	Depths of 100' to 150'	LF	0	\$ 13.71	\$ -
Shelby Tubes		Each	0	\$ 69.00	\$ -
Borehole grouting		LF	138	\$ 3.00	\$ 414.00
Field Services Subtotal =					\$ 2,953.00
LABORATORY ACTIVITIES					
Visual Classifications & Boring Logs		Hour	8	\$ 65.00	\$ 520.00
Sieve		Each	15	\$ 58.00	\$ 870.00
Sieve and Hydrometer		Each	7	\$ 115.50	\$ 808.50
Atterberg Limits		Each	7	\$ 58.00	\$ 406.00
Laboratory Services Subtotal =					\$ 2,604.50
Field & Lab Services Subtotal =					\$ 5,557.50
TOTAL EXPENSE					\$ 5,600.00

Exhibit "C"

Thompson Engineering, Inc. (TEI)

FEE PROPOSAL FOR PROFESSIONAL SERVICES

PD 14-15.079, Design Services for Thompson Road, Crary Road and McNeal Road Dirt
Escambia County, Florida



Expenses

TASK						Total
Project Management						
Travel Costs						
Mileage (Meetings)	4	Trips @	35 Miles x	\$0.670 Per Mile		\$93.80
Travel to Site	2	Trips @	100 Miles x	\$0.670 Per Mile		\$134.00
Copies						\$0.00
Drawings - Interim (Half Size)	2	Submittals of	1 Sets @	10 Pages/Set x	\$1.30 Per Page	\$26.00
Drawings - Final (Half Size)	1	Submittals of	4 Sets @	10 Pages/Set x	\$1.30 Per Page	\$52.00
Cost Estimate	1	Submittals of	1 Sets @	150 Pages/Set x	\$0.15 Per Page	\$22.50
Calculations	1	Submittals of	1 Sets @	20 Pages/Set x	\$0.15 Per Page	\$3.00
Geotech Report	1	Submittals of	1 Sets @	21 Pages/Set x	\$0.15 Per Page	\$3.15
Bid Package	1	Submittals of	1 Sets @	22 Pages/Set x	\$0.15 Per Page	\$3.30
CD	1	Submittals of	1 CDs	\$10.00 Per CD		\$10.00
Task Subtotal						\$347.75
Permit Fees						
FDOT Driveway			1 Ea \$	\$ 250.00 Ea		\$250.00
FDEP Utility			1 Ea \$	\$ - Ea		\$0.00
NWFWMD ERP			1 Ea \$	\$ 100.00 Ea		\$100.00
FDEP NPDES			1 Ea \$	\$ 500.00 Ea		\$500.00
Task Subtotal						\$850.00
TOTAL EXPENSE						\$1,200.00



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd FLOOR – PENSACOLA, FL 32502
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850) 595-4980
TELEFAX (850) 595-4805
<http://www.myescambia.com/business/solicitations>

NOTICE TO SHORT-LISTED FIRMS
RESULTS OF THE SELECTION COMMITTEE MEETING

DESCRIPTION: (RLI) Design Services for Thompson Road, Crary Road and McNeal Road, Dirt Road Paving and Drainage Improvements. Solicitation #PD14-15.079

DATE/TIME HELD: September 3, 2015 beginning @ 1:00 p.m. CDT

RESULTS: The Committee Ranked as follows:
#1 Baskerville-Donovan, Inc.
#2 Thompson Engineering, Inc.
#3 Sigma Consulting Group, Inc.

CONTACT: Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator / (850) 595-4918
paul_nobles@myescambia.com

Noticed via e-mail 9/03/15

A handwritten signature in blue ink, appearing to be "PRN".

PRN:ehw



BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd FLOOR – PENSACOLA, FL 32502

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TELEPHONE (850) 595-4980

TELEFAX (850) 595-4805

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**NOTICE REGARDING NEGOTIATIONS WITH THE #1 RANKED
FIRM**

DESCRIPTION: (RLI) Design Services for Thompson Road, Crary Road and McNeal Road, Dirt Road Paving and Drainage Improvements. Solicitation #PD14-15.079

DATE/TIME: October 7, 2015 beginning @ 10:30 a.m. CDT

RESULTS: The Selection/Negotiation Committee could not negotiate a satisfactory contract fee proposal and thus negotiations were terminated and will begin negotiations with the #2 firm listed below.

#1 Baskerville-Donovan, Inc.

#2 Thompson Engineering, Inc.

#3 Sigma Consulting Group, Inc.

CONTACT: Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator / (850) 595-4918
paul_nobles@myescambia.com



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9328

County Administrator's Report 11. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Ratify Construction Contract for 10 Mile Creek Stream Restoration Project

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for 10 Mile Creek Restoration Project - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board ratify the County Administrator's Signature on the Agreement and Purchase Order between Escambia County and J. Miller Construction, Inc., per the terms and conditions of PD 14-15.077, 10 Mile Creek Restoration Project for a lump sum of \$1,672,498.20.

Thursday, April 9, 2015, the Board took action "concerning the United States Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS) Emergency Watershed Project (EWP) Program Project Agreement" and "authorized the County Administrator, the Chairman, or Vice Chairman to execute the appropriate document to award Design and Construction Documents for the NRCS projects".

[THE EXECUTED SIGNATURE PAGE OF THE AGREEMENT AND THE PURCHASE ORDER WILL BE DISTRIBUTED UNDER SEPARATE COVER]

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330493, Object Code 54612/56301, Project Number ESDCE31]

BACKGROUND:

Thursday, April 9, 2015, the Board took action "concerning the United States Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS) Emergency Watershed Project (EWP) Program Project Agreement" and "authorized the County Administrator, the Chairman, or Vice Chairman to execute the appropriate document to award Design and Construction Documents for the NRCS projects".

Request for Qualifications, PD 14-15.077, 10 Mile Creek Restoration Project (Pre-Qualification) was publicly noticed on Monday, July 27, 2015. Six firms responded

to the pre-qualification, of which four met the requirements of the qualification.

Invitation to Bid, PD 14-15.077, 10 Mile Creek Restoration Project was sent to the four pre-qualified firms on Monday, October 12, 2015. Bids were received from one firm, J. Miller Construction Inc. on Tuesday, October 27, 2015. The

BUDGETARY IMPACT:

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330493, Object Code 54612/56301, Project Number ESDCE31]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard form of Contract Form D, Road/Drainage

PERSONNEL:

All Work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts. Thursday, April 9, 2015, the Board took action "concerning the United States Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS) Emergency Watershed Project (EWP) Program Project Agreement" and "authorized the County Administrator, the Chairman, or Vice Chairman to execute the appropriate document to award Design and Construction Documents for the NRCS projects".

Request for Qualifications, PD 14-15.077, 10 Mile Creek Restoration Project (Pre-Qualification) was publicly noticed on Monday, July 27, 2015. Six firms responded to the pre-qualification, of which four met the requirements of the qualification.

Invitation to Bid, PD 14-15.077, 10 Mile Creek Restoration Project was sent to the four pre-qualified firms on Monday, October 12, 2015. Bids were received from one firm, J. Miller Construction Inc. on Tuesday, October 27, 2015.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing issued the Attorney Standard form of Contract Form D, Road/Drainage and Purchase Order.

Attachments

04-09-2015 Board's Minutes Pages

Bid Tabulation

Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

29. See Page 49.

30. Taking the following action concerning the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Project (EWP) Program Project Agreement (funding for the 25% match is available in Fund 352, Local Option Sales Tax III, Project #15EN3252):

A. Authorizing the County Administrator, the Chairman, or Vice Chairman to execute the appropriate documents to award Design and Construction Contracts for the NRCS projects listed below:

Project Name	Description	Estimated Cost
Swamphouse Road	Gully, west of Davis Highway, which crosses under Smith's Fish Camp Road, has washed out, along with Smith's Fish Camp Road, and is substantially damaged. The tributary to Escambia Bay and Escambia River is threatened.	\$86,000
Gatewood Ditch	Gatewood Ditch is the overflow outfall from Ellyson Industrial Park Pond, located north of Johnson Avenue. The ditch, which runs adjacent to private property parallel to East Johnson Avenue and crosses under East Johnson Avenue near the Olive Road intersection, is substantially damaged. The flow in this ditch washed out the box culvert and roadway at East Johnson Avenue, which is currently under repair. The tributary to Escambia Bay is threatened.	\$350,790

(Continued on Page 43)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

30. Continued...

A. Continued...

Project Name	Description	Estimated Cost
Glynn Broc Gully and Cypress Point	Located just downstream of the Gatewood Ditch and Johnson Avenue. There is a large concrete flood control structure in the gully, which was originally a 1979 NRCS Project, which is threatened with a large amount of sediment and erosion. Loss of the structure threatens Scenic Highway and Olive Road. The tributary to Escambia Bay is threatened.	\$208,000
Olive Road at Gully	Parallel to Olive Road, just west of Scenic Highway, this gully threatens Olive Road. The tributary to Escambia Bay is also threatened.	\$198,671
Ten Mile Creek	Flows have caused the erosion of up to 30 feet of creek banks in some areas between Pine Forest Road and west of Stefani Road. A private pond and large amounts of private property have been eroded and are further threatened. Ten Mile Creek flows into Eleven Mile Creek, which flows into Perdido Bay. Several wetlands and private properties are threatened. The threat to Pine Forest Road Bridge and to local private property is immediate.	\$1,400,000

(Continued on Page 44)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

30. Continued...

A. Continued...

Project Name	Description	Estimated Cost
Addison Drive	Flow from the area north of Addison Drive has caused severe erosion adjacent to and into private properties. Scenic Highway and the outfall into Escambia Bay are threatened.	\$94,000
Crescent Lake	Dam breach has drained Crescent Lake and allows uncontrolled flows downstream through a large watershed that makes its way to Perdido Bay. Several major roadways and private properties downstream are threatened by water flows.	\$675,000

B. Ratifying the County Administrator's, the Chairman's, or the Vice Chairman's signature on the executed contracts at Board Meetings immediately following the Bid opening for these Projects.

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: 10 Mile Creek Restoration Project BID # PD 14-15.077								
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 10/27/2015 Bid Opening Location: Rm 11.407		Cover Sheet/ Acknowl edge.	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 Statutues on Entity Crimes	Grand Total
NAME OF BIDDER										
J. Miller Construction, Inc.		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	1,672,498.20
BIDS OPENED BY:		Paul Nobles, Purchasing Coordinator				DATE: 10/27/15				
BIDS TABULATED BY:		Eddie Wehmeier, Purchasing Specialist				DATE: 10/27/15				
BIDS WITNESSED BY:		Eddie Wehmeier, Purchasing Specialist				DATE: 10/27/15				

CAR
DATE 11/17/2015

BOCC
DATE 11/17/2015

The Purchasing Manager recommends to the BCC: To award a Contract to J. Miller Construction, Inc. in the amount of \$1,672,498.20

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

Notes: _____

PRN/ehw



October 27, 2015

Mr. Paul Nobles, CPPO, CPPB, FCCM, FCN, FCPM
Escambia County Purchasing Coordinator
213 Palafox Place- 2nd Floor
Pensacola, FL 32502

Re: Bid Tabulation PD 14-15.077- Ten Mile Creek Restoration Project

Dear Mr. Nobles,

Included is the certified Bid Tabulation for the above referenced project. J. Miller Construction is the apparent low bidder on the project with a bid of \$1,672,498.20.

If you have any questions or comments, please call at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Warnke", written over a light-colored rectangular background.

Mike Warnke, P.E.
Project Manager
Volkert, Inc.

Ten Mile Creek Restoration Project		PD14-15.077 - Certified Bid Tab			J. Miller Construction	
Section	Category	Sub-Category	QTY.	UNITS	UNIT COST	TOTAL
02100-	00104	Mobilization & Demobilization	1	EA	\$154,260.00	\$154,260.00
03100-	00101	Clearing and Grubbing, per County Specifications 2230	5	ACRE	\$9,000.00	\$45,000.00
04100-	00101	Earthwork Excavation by machine, County Specs 2300	9760	CY	\$10.00	\$97,600.00
04100-	00103	Earthwork Fill, County Specs 2300	1500	CY	\$15.00	\$22,500.00
04100-	00105	3" Top Soil	15000	SY	\$1.75	\$26,250.00
04100-	00106	Earthwork Establishing Grade, County Specs 2300	15000	SY	\$4.00	\$60,000.00
04200-	00106	Grade Pond Slopes	300	SY	\$15.00	\$4,500.00
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	LS	\$20,000.00	\$20,000.00
08400-	00108	Tied Concrete Block w/ TRM Backing	6701	SY	\$70.00	\$469,070.00
09100-	00307	Remove and Replace Type Double A Curb Inlet Top	1	EA	\$5,550.00	\$5,550.00
09100-	00502	Storm Manhole, 6-12ft depth	1	EA	\$4,500.00	\$4,500.00
09200-	00705	18" RCP Pipe, 0'-6' depth, less than 60lf	25	LF	\$50.00	\$1,250.00
09200-	00717	36" RCP Pipe, 0'-6' depth, less than 60lf	38	LF	\$125.00	\$4,750.00
09300-	00102	18" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$850.00	\$850.00
09300-	00105	36" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$2,000.00	\$2,000.00
09500-	00102	Pipe Removal, 6"-30", less than 60lf	52	LF	\$20.00	\$1,040.00
09500-	00109	Remove Existing Concrete Headwall, 30" and Larger	1	EA	\$1,500.00	\$1,500.00
13100-	00108	Argentine Bahia Sod, Staked, over 1000sy	4400	SY	\$5.00	\$22,000.00
13100-	00110	Argentine Bahia, Seeding and Mulch, (70lb Per Acre)	70	LB	\$125.00	\$8,750.00
13100-	00117	Wetland Seed Mix (15lb/acre)	4	ACRE	\$1,900.00	\$7,600.00
13200-	00103	Rip Rap Rubble, Type I	1300	TON	\$120.00	\$156,000.00
13300-	00110	Erosion Control Plan Development, Implementation, and NPDES Permitting	1	LS	\$22,500.00	\$22,500.00
14200-	00102	4' Wire Fence, over 150 lf	252	LF	\$15.00	\$3,780.00
14300-	00102	Wood Split Rail Fence, Over 150lf	468	LF	\$20.00	\$9,360.00
14300-	00103	6' Wood Fence (Non alternating Vertical Boards), less than 150lf	124	LF	\$15.00	\$1,860.00
14300-	00109	Double Lockable Split Rail Gate	2	EA	\$800.00	\$1,600.00
14400-	00101	Remove Existing 6' Wood Fence	34	LF	\$15.00	\$510.00
14400-	00104	Remove Existing Wire Fence	246	LF	\$10.00	\$2,460.00
		Vegetative Planting Plan	1	LS	\$106,574.00	\$106,574.00
		Clay Pond Lining	625	CY	\$20.00	\$12,500.00
		Sheet Pile Retaining Wall - 20' Length (PZ22 or Approved Equal.)	1680	LF	\$46.20	\$77,616.00
		Sheet Pile Grade Control - 23' Length (PZ22 or Approved Equal)	1311	LF	\$46.20	\$60,568.20
		Rock Cross Vane Structures	1250	TON	\$160.00	\$200,000.00
		Log Sill Structures	5	EA	\$3,000.00	\$15,000.00
		Coir Mat (Coconut Fiber Matting)	12000	SY	\$3.60	\$43,200.00
					Total	\$1,672,498.20

I hereby certify that this is a true and correct tabulation of bids to the best of my knowledge and belief.



Mike Warnke, P.E.

PD 14-15.077 10 Mile Creek Restoration Project

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

**SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA
SUBMIT OFFERS TO:**

CLAUDIA SIMMONS

Chief, Purchasing

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32597-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid

10 Mile Creek Restoration Project

SOLICITATION NUMBER: PD14-15.077

SOLICITATION

MAILING DATE: Monday, October 12, 2015

NON-MANDATORY PRE-BID CONFERENCE: 11:00 a.m., CDT, Thursday, October 15, 2015, Thursday, October 15, 2015 at 11:30 a.m. CDT, Office of Purchasing Conference Room (Rm 11.407)

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m. CDT, Tuesday, October 27, 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

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-3638214

DELIVERY DATE WILL BE 120 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: J. Miller Construction, Inc.

ADDRESS: 8900 Waring Road

CITY, ST. & ZIP: Pensacola, FL 32534

PHONE NO.: (850) 494-0240

TOLL FREE NO.: () N/A

FAX NO.: (850) 494-0242

TERMS OF PAYMENT:

Net 30 days

REASON FOR NO OFFER:

N/A

BID BOND ATTACHED \$ 5% of bid
amount

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Eli H. Miller, Vice President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Eli H. Miller
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

PD14-15.077, Ten Mile Creek Stabilization - Bid Tab						
Section	Category	Sub-Category	QTY.	Units	Unit Cost	Total
02100-	00104	Mobilization & Demobilization	1	EA	154,260.00	154,260.00
03100-	00101	Clearing and Grubbing, per County Specifications 2230	5	ACRE	9,000.00	45,000.00

PD 14-15.077 10 Mile Creek Restoration Project

PD14-15.077, Ten Mile Creek Stabilization - Bid Tab						
Section	Category	Sub-Category	QTY.	Units	Unit Cost	Total
04100-	00101	Earthwork Excavation by machine, County Specs 2300	9760	CY	10.00	97,600.00
04100-	00103	Earthwork Fill, County Specs 2300	1500	CY	15.00	22,500.00
04100-	00105	3" Top Soil	15000	SY	1.75	26,250.00
04100-	00106	Earthwork Establishing Grade, County Specs 2300	15000	SY	4.00	60,000.00
04200-	00106	Grade Pond Slopes	300	SY	15.00	4,500.00
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	LS	20,000.00	20,000.00
08400-	00108	Tied Concrete Block w/ TRM Backing	6701	SY	70.00	469,070.00
09100-	00307	Remove and Replace Type Double A Curb Inlet Top	1	EA	5,550.00	5,550.00
09100-	00502	Storm Manhole, 6-12ft depth	1	EA	4,500.00	4,500.00
09200-	00705	18" RCP Pipe, 0'-6' depth, less than 60lf	25	LF	50.00	1,250.00
09200-	00717	36" RCP Pipe, 0'-6' depth, less than 60lf	38	LF	125.00	4,750.00
09300-	00102	18" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	850.00	850.00
09300-	00105	36" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	2,000.00	2,000.00
09500-	00102	Pipe Removal, 6"-30", less than 60lf	52	LF	20.00	1,040.00
09500-	00109	Remove Existing Concrete Headwall, 30" and Larger	1	EA	1,500.00	1,500.00
13100-	00108	Argentine Bahia Sod, Staked, over 1000sy	4400	SY	5.00	22,000.00
13100-	00110	Argentine Bahia, Seeding and Mulch, (70lb Per Acre)	70	LB	125.00	8,750.00
13100-	00117	Wetland Seed Mix (15lb/acre)	4	ACRE	1,900.00	7,600.00
13200-	00103	Rip Rap Rubble, Type I	1300	TON	120.00	156,000.00
13300-	00110	Erosion Control Plan Development, Implementation, and NPDES Permitting	1	LS	22,500.00	22,500.00
14200-	00102	4' Wire Fence, over 150 lf	252	LF	15.00	3,780.00
14300-	00102	Wood Split Rail Fence, Over 150lf	468	LF	20.00	9,360.00

PD 14-15.077 10 Mile Creek Restoration Project

PD14-15.077, Ten Mile Creek Stabilization - Bid Tab						
Section	Category	Sub-Category	QTY.	Units	Unit Cost	Total
14300-	00103	6' Wood Fence (Non alternating Vertical Boards), less than 150lf	124	LF	15.00	1,860.00
14300-	00109	Double Lockable Split Rail Gate	2	EA	800.00	1,600.00
14400-	00101	Remove Existing 6' Wood Fence	34	LF	15.00	510.00
14400-	00104	Remove Existing Wire Fence	246	LF	10.00	2,460.00
		Vegetative Planting Plan	1	LS	106,574.00	106,574.00
		Clay Pond Lining	625	CY	20.00	12,500.00
		Sheet Pile Retaining Wall - 20' Length (PZ22 or Approved Equal.)	1680	LF	46.20	77,616.00
		Sheet Pile Grade Control - 23' Length (PZ22 or Approved Equal.)	1311	LF	46.20	60,568.20
		Rock Cross Vane Structures	1250	TON	160.00	200,000.00
		Log Sill Structures	5	EA	3,000.00	15,000.00
		Coir Mat (Coconut Fiber Matting)	12000	SY	3.60	43,200.00
					Total \$	1,672,498.20

CHM

CHM

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 10/21/15 Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of Five (5%) of bid.

The work shall be substantially completed within **One Hundred Twenty (120)** calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above within **thirty (30) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of \$1,000.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base

**STANDARD CONSTRUCTION CONTRACT
DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA**

AND

J. Miller Construction, Inc.

PD 14-15.077, 10 Mile Creek Restoration Project

FORM D: Road/Drainage

(Revised July 11, 2013)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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Sheet No.	Description
1	Key Sheet
2	General Notes
3	Existing Conditions
4-6	Grading & Geometric Plans
7	Typical Section
8	Overall Drainage Plan
9-12	Plan and Profiles
13-14	Drainage Plan and Profiles
15	Drainage Details
16-17	Sheet Pile Wall Details
18	Tied Concrete Block Details
19-20	In Stream Structures Details
21-32	Cross Sections
33	Erosion Control/Stormwater Pollution Prevention Plan
34-39	Vegetation Plans

Exhibit I/Technical Specifications

SECTION TITLE
01000 DEFINITIONS
01300 SUBMITTALS
02230 CLEARING & GRUBBING
02300 EARTHWORK
02340 RIPRAP
02600 STORMWATER SYSTEM
02800 FENCING
02900 GRASSING
03300 PORTLAND CONCRETE CEMENT
03310 TIED CONCRETE BLOCK
04060 MAINTENANCE OF TRAFFIC

Exhibit J/Supplemental Terms and Conditions

Exhibit K/Federal Documents (Attachment K)

Exhibit L/Solicitation Documents Index

**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA
AND J. MILLER CONSTRUCTION, INC. FOR STANDARD
ROAD/DRAINAGE CONSTRUCTION CONTRACT
DOCUMENTS.**

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with J. Miller Construction, Inc., a Florida corporation for profit, to perform all work ("Work") in connection with PD 14-15.077, 10 Mile Creek Restoration Project ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

- A.** The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
- B.** In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
- C.** County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

**One Million, Six Hundred Seventy Two Thousand, Four Hundred Ninety Eight Dollars and
Twenty Cents
\$1,672,498.20**

SECTION 4. BONDS

- A.** Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B.** If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C.** As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

- A.** Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within One Hundred Twenty (120) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling One Hundred Fifty (150) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.
- B.** County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$1,000.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project.

Completion of these items will be required prior to final payment.

- C.** Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D.** When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Plans & Standard Details prepared by or for County and Identified as follows:

Sheet No.	Description
1	Key Sheet
2	General Notes
3	Existing Conditions
4-6	Grading & Geometric Plans
7	Typical Section
8	Overall Drainage Plan
9-12	Plan and Profiles
13-14	Drainage Plan and Profiles
15	Drainage Details
16-17	Sheet Pile Wall Details
18	Tied Concrete Block Details
19-20	In Stream Structures Details
21-32	Cross Sections
33	Erosion Control/Stormwater Pollution Prevention Plan
34-39	Vegetation Plans

Exhibit I: Technical Specifications

SECTION TITLE
01000 DEFINITIONS
01300 SUBMITTALS
02230 CLEARING & GRUBBING
02300 EARTHWORK
02340 RIPRAP
02600 STORMWATER SYSTEM

02800 FENCING
02900 GRASSING
03300 PORTLAND CONCRETE CEMENT
03310 TIED CONCRETE BLOCK
04060 MAINTENANCE OF TRAFFIC
Exhibit K: Federal Documents
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

- A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

**Public Works/Engineering
3363 West Park Place
Pensacola, FL 32502
Attention: Derek Fox, Project Coordinator**

- B. All correspondence with the Contractor will be addressed to the following:

**J. Miller Construction, Inc.
8900 Waring Road
Pensacola, Florida 32534
Atten: Eli H. Miller, Vice President**

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and J. Miller Construction, Inc. signing by and through its Vice President, duly authorized to execute same.

COUNTY:

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

Witness: _____

By: _____

Jack R. Brown, County Administrator

Witness: _____

Date: _____

CONTRACTOR:

J. Miller Construction, Inc., a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: Vice President

(Corporate Seal)

Date: _____

BCC Approved: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

- 2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole;

topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no

earlier than thirty (30) days after Commencement Date.

- 4.3.** If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

- 4.4.** Contractor shall submit four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

- 4.5** County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

- 4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

- 5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

- 6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

- 7.1.** Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2.** Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3.** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 7.4.** If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- 7.5.** If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the

Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

- 7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

- 8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- 8.1.2. Soil conditions which adversely affect the Work;
- 8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
- 8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 8.1.6. Description of Work being performed at the Project site;
- 8.1.7. Any unusual or special occurrences at the Project site;
- 8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2)

permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

- 8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

- 9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
- 9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

- 9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.
- 9.4.2. The weather was unusual as documented by supporting data.
- 9.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).
- 9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

- 10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.
- 10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

- 10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

- 11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.
- 12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its

Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

- 12.3.** If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

- 13.1** Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

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

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

- 13.2** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better

Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

- 13.3** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4** All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.
- 13.6** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 13.7** Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased.

The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

- 13.8** Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.9** Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

- 14.1** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 14.2** EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Section 15. CLEANUP AND PROTECTIONS

- 15.1.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 15.2.** Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

- 16.1.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

- 17.1.** Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2.** Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 17.3.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

- 18.1.** Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work

which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 18.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 18.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 18.6.** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any,

seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- 19.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

- 20.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 20.2.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent

determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 20.3.** After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

(Project Name and Address)

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

- 21.1.** Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

- 22.1.** Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.
- 22.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 22.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

- 23.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 23.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 23.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 23.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with

the Contract Documents.

- 23.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

- 24.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 24.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 24.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 24.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 24.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by

County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

- 25.1.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

- 26.1.** Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

- 26.2.** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

- 27.1.** In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

- 28.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 28.2.** Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

- 29.1.** The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 29.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
- 29.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
- 29.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the

contract documents.

- 29.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.
- 29.3** The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 29.4** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Insert name, address, and phone number of contractor), as Principal, and

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligees in the sum of

_____ Dollars (\$_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____, 20____, with Obligees for Contract No. _____, _____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligees any and all losses, damages, costs and attorneys' fees that Obligees sustain because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligor for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligor.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)
OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____ by _____, as _____ of

_____ as Surety, on behalf of Surety. He/she is personally known to me
OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)

_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)

located at _____, a surety insurer

(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ (\$ _____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. _____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

By: _____

Name: _____

Its: _____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY: _____

(Printed Name)

Witness

(Business Address)

(Authorized Signature)

Witness

(Printed Name)

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, as _____ of

_____ as Surety, on behalf of Surety. He/she is personally known to me

OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, CPPO, CPPB
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA,"

as are deemed necessary by the Contractor and project manager.

- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during “off” hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).
- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County’s Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County’s Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building’s fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
 - When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
 - When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.
- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:
 - (a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The

Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

- (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.
- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be

obtained before their use.

- (14)** The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.
- (15)** The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16)** The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17)** The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

By: _____

Its: _____ President

Date: _____

Witnesses

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____

Date: _____ Dated _____

To: _____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____

Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by ____ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent

(attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20__

By: _____

Contractor

By: _____

Engineer

By: _____

Owner

EXHIBIT G

Not Used

Appendix II to Part 200**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **(Not required for EWP program)**

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235),

"Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

**NATURAL RESOURCES CONSERVATION SERVICE
SUPPLEMENT TO OSHA PARTS 1910 AND 1926
CONSTRUCTION INDUSTRY STANDARDS AND INTERPRETATIONS**

The Contractor shall comply with OSHA (Occupational Safety and Health Administration) Parts 1910 and 1926, Construction Industry Standards and Interpretations, and with this supplement.

Requests for variances or waiver from this supplement are to be made to the Contracting Officer in writing supported by evidence that every reasonable effort has been made to comply with the contractual requirements. A written request for a waiver or a variance shall include--

- (1) Specific reference to the provision or standard in question;
- (2) An explanation as to why the waiver is considered justified; and
- (3) The Contractor's proposed alternative, including technical drawings, materials, or equipment specifications needed to enable the Contracting Officer to render a decision.

No waiver or variance will be approved if it endangers any person. The Contractor shall not proceed under any requested revision of provision until the Contracting Officer has given written approval. The Contractor is to hold and save harmless the Natural Resources Conservation Service free from any claims or causes of action whatsoever resulting from the Contractor or subcontractors proceeding under a waiver or approved variance.

Copies of OSHA Parts 1910 and 1926, Construction Industry Standards and Interpretations, may be obtained from:

Superintendent of Documents
U.S. Government Printing Office
Washington, D.C. 20402

1.0 GENERAL CONTRACTOR REQUIREMENTS:

1.1 SAFETY PROGRAM. Each Contractor is to demonstrate that he or she has facilities for conducting a safety program commensurate with the work under contract. The Contractor is to submit in writing a proposed comprehensive safety program to the Contracting Officer for approval before the start of construction operations. The program is to specifically state what provisions the Contractor proposes to take for the health and safety of all employees, including subcontractors and rental equipment operators. The program shall be site specific and provide details relevant to the work to be done, the hazards associated with the work, and the actions that will be necessary to minimize the identified hazards.

1.2 PRECONSTRUCTION SAFETY MEETING. Representatives for the Contractor are to meet with the Contracting Officer (CO) or the CO's representative before the start of construction to discuss the safety program and the implementation of all health and safety standards pertinent to the work under this contract.

1.3 JOINT SAFETY POLICY COMMITTEE. The Contractor or designated on-site representative is to participate in monthly meetings of a joint Safety Policy Committee, composed of the Natural Resources Conservation Service (Contracting Local Organization in locally awarded contracts) and Contractor supervisory personnel. At these meetings the Contractor's project manager and the Contracting Officer will review the effectiveness of the Contractor's safety effort, resolve current health and safety problems, and coordinate safety activities for upcoming work.

1.4 SAFETY PERSONNEL. Each Contractor is to designate a competent supervisory employee satisfactory to the Contracting Officer to administer the safety program.

1.5 SAFETY MEETINGS. A minimum of one "on-the-job" or "toolbox" safety meeting is to be conducted each week by all field supervisors or foremen and attended by mechanics and all construction personnel at the jobsite. The Contractor is to also conduct regularly scheduled supervisory safety meetings at least monthly for all levels of job supervision.

1.6 SAFETY INSPECTION. The Contractor shall perform frequent and regular safety inspections of the jobsite, materials, and equipment, and shall correct deficiencies.

1.7 FIRST AID TRAINING. Every Contractor foreman's work crew must include an employee who has a current first aid certificate from the Mine Safety and Health Administration, American Red Cross, or other state-approved organization.

1.8 REPORTS. Each Contractor is to maintain an accurate record of all job-related deaths, diseases, or disabling injuries. The records shall be maintained in a manner approved by the Contracting Officer. A copy of all reports is to be provided to the Contracting Officer. All fatal or serious injuries are to be reported immediately to the Contracting Officer, and every assistance is to be given in the investigation of the incident, including submission of a comprehensive narrative report to the Contracting Officer. Other occurrences with serious accident potential, such as equipment failures, slides, and cave-ins, must also be reported immediately. The Contractor is to assist and cooperate fully with the Contracting Officer in conducting accident investigations. The Contracting Officer is to be furnished all information and data pertinent to investigation of an accident.

1.9 CERTIFICATION OF INSURANCE. Contractors are to provide the Contracting Officer or his or her authorized representative with certificates of insurance before the start of operations indicating full compliance with State Worker's Compensation statutes, as well as other certificates of insurance required under the contract.

2.0 FIRST AID AND MEDICAL FACILITIES:

2.1 FIRST AID KITS. A 16-unit first aid kit approved by the American Red Cross is to be provided at accessible, well-identified, locations at the ratio of at least 1 kit for each 25 employees. The first aid kits are to be moisture proof and dust tight, and the contents of the kits are to be replenished as used or as they become ineffective or outdated.

2.2 EMERGENCY FIRST AID. At least one employee certified to administer emergency first aid must be available on each shift and duly designated by the Contractor to care for injured employees. The names of the certified employees shall be posted at the jobsite.

2.3 COMMUNICATION AND TRANSPORTATION. Prior to the start of work, the Contractor is to make necessary arrangements for prompt and dependable communications, transportation, and medical care for injured employees. At least one stretcher and two blankets shall be readily available for transporting injured employees.

2.4 FIRST AID AND MEDICAL REPORTS. The Contractor is to maintain a record system for first aid and medical treatment on the jobsite. Such records are to be readily available to the Contracting Officer and are to include--

- (a) A daily treatment log listing chronologically all persons treated for occupational injuries and illnesses;
- (b) Cumulative record of injury for each individual;
- (c) Monthly statistical records of occupational injuries, classified by type and nature of injury; and
- (d) Required records for worker's compensation.

2.5 SIGNS AND DIRECTIONAL MARKINGS. Adequate identification and directional markers are to be provided to readily denote the location of all first aid stations.

2.6 EMERGENCY LISTING. A listing of telephone numbers and addresses of doctor, rescue squad, hospital, police, and fire departments is to be provided at all first aid locations.

3.0 PHYSICAL QUALIFICATIONS OF EMPLOYEES:

3.1 GENERAL REQUIREMENTS. Persons employed throughout the contract are to be physically qualified to perform their assigned duties. Employees must not knowingly be permitted or required to work while their ability or alertness is impaired by fatigue, illness, or any other reason that may jeopardize themselves or others.

3.2 HOIST OPERATORS. Operators of cranes, cableways, and other hoisting equipment shall be examined annually by a physician and provided with a certification stating that they are physically qualified to safely operate hoisting equipment. The Contractor is to submit a copy of each certification to the Contracting Officer.

3.3 HEAVY EQUIPMENT OPERATORS. It is recommended that operators of trucks and heavy construction equipment be given physical examinations to determine if they are physically qualified to perform their assigned work without endangering themselves or others.

3.4 MOTOR VEHICLE OPERATORS. Operators of motor vehicles engaged primarily in the transportation of personnel are to be 18 years of age or older and have a valid state operator's permit or license for the equipment being operated. The operators must have passed a physical examination administered by a licensed physician within the past year showing that they are physically qualified to operate vehicles safely.

4.0 PERSONAL PROTECTIVE EQUIPMENT:

4.1 HARDHAT AREAS. The entire jobsite, with the exception of offices, shall be considered a hardhat area. All persons entering the area are, without exception, required to wear hardhats. The Contractor shall provide hardhats for visitors entering hardhat areas.

4.1.1 LABELS. Hardhats shall bear a manufacturer's label indicating design compliance with the appropriate ANSI (American National Standards Institute) standard.

4.2 POSTING. Signs at least 3 by 4 feet worded as follows with red letters (minimum 6 inches high) and white background shall be erected at access points to designated hardhat areas:

CONSTRUCTION AREA - HARDHATS REQUIRED BEYOND THIS POINT

These signs are to be furnished and installed by the Contractor at entries to shops, construction yards, and job access points.

4.3 SAFETY GOGGLES (DRILLERS)

4.3.1 DRILLERS AND HELPERS. Drillers and helpers operating pneumatic rock drills must wear protective safety goggles.

5.0 MACHINERY AND MECHANIZED EQUIPMENT:

5.1 SAFE CONDITION. Before any machinery or mechanized equipment is initially used on the job, it must be inspected and tested by qualified personnel and determined to be in safe operating condition and appropriate for the intended use. Operators shall inspect their equipment prior to the beginning of each shift. Any deficiencies or defects shall be corrected prior to using the equipment. Safety equipment, such as seatbelts, installed on machinery is to be used by equipment operators.

5.2 TAGGING AND LOCKING. The controls of power-driven equipment under repair are to be locked. An effective lockout and tagging procedure is to be established, prescribing specific responsibilities and safety procedures to be followed by the person or persons performing repair work. Mixer barrels are to be securely locked out before permitting employees to enter them for cleaning or repair.

5.3 HAUL ROADS FOR EQUIPMENT

5.3.1 ROAD MAINTENANCE. The Contractor shall maintain all roadways, including haul roads and access roads, in a safe condition so as to eliminate or control dust and ice hazards. Wherever dust is a hazard, adequate dust-laying equipment shall be available at the jobsite and utilized to control the dust.

5.3.2 SINGLE-LANE HAUL ROADS. Single-lane haul roads with two-way traffic shall have adequate turnouts. Where turnouts are not practical, a traffic control system shall be provided to prevent accidents.

5.3.3 TWO-WAY HAUL ROADS. On two-way haul roads, arrangements are to be such that vehicles travel on the right side wherever possible. Signs and traffic control devices are to be employed to indicate clearly any variations from a right-hand traffic pattern. The road shall be wide enough to permit safe passage of opposing traffic, considering the type of hauling equipment used.

5.3.4 DESIGN AND CONSTRUCTION OF HAUL ROADS. Haul road design criteria and drawings, if requested by the Contracting Officer, are to be submitted for approval prior to road construction. Sustained grades shall not exceed 12 percent and all curves shall have open-sight line with as great a radius as practical. All roads shall be posted with curve signs and maximum speed limits that will permit the equipment to be stopped within one-half the minimum sight distance.

5.3.5 OPERATORS. Machinery and mechanized equipment shall be operated only by authorized qualified persons.

5.3.6 RIDING ON EQUIPMENT. Riding on equipment by unauthorized personnel is prohibited. Seating and safety belts shall be provided for the operator and all passengers.

5.3.7 GETTING ON OR OFF EQUIPMENT. Getting on or off equipment while the equipment is in motion is prohibited.

5.3.8 HOURS OF OPERATION. Except in emergencies, an equipment operator shall not operate any mobile or hoisting equipment for more than 12 hours without an 8-hour rest interval away from the job.

5.4 POWER CRANES AND HOISTS (TRUCK CRANES, CRAWLER CRANES, TOWER CRANES, GANTRY CRANES, HAMMERHEAD CRANES, DERRICKS, CABLEWAYS, AND HOISTS)

5.4.1 PERFORMANCE TEST. Before initial onsite operation, at 12-month intervals, and after major repairs or modification, power cranes, derricks, cableways, and hoists must satisfactorily complete a performance test to demonstrate the equipment's ability to safely handle and maneuver the rated loads. The tests shall be conducted in the presence of a representative of the Contracting Officer. Test data shall be recorded and a copy furnished the Contracting Officer.

5.4.2 PERFORMANCE TEST—POWER CRANES (Crawler mounted, truck mounted and wheel mounted). The performance test is to be carried out as per ANSI requirements. The test is to consist of raising, lowering, and braking the load and rotating the test load through 360° degrees at the specified boom angle or radius. Cranes equipped with jibs or boom-tip extensions are to be tested using both the main boom and the jib, with an appropriate test load in each case.

5.4.3 PERFORMANCE TEST—DERRICKS, GANTRY CRANES, TOWER CRANES, CABLEWAYS, AND HOISTS, INCLUDING OVERHEAD CRANES. This equipment is to be performance tested as per ANSI requirements.

5.4.4 BOOM ANGLE INDICATOR. Power cranes (includes draglines) with booms capable of moving in the vertical plane shall be provided with a boom angle indicator in good working order.

5.4.5 CRANE TEST CERTIFICATION. The performance test required by 5.4.2 and 5.4.3 is fulfilled if the Contractor provides the Contracting Officer a copy of a certificate of inspection made within the past 12 months by a qualified person or by a government or private agency satisfactory to the Contracting Officer.

5.4.6 POSTING FOR HIGH VOLTAGE LINES. A notice of the 10-foot (or greater) clearance required by OSHA 1926.550, Subpart N, shall be posted in the operator's cab of cranes, shovels, boom-type concrete pumps, backhoes, and related equipment.

5.4.7 BOOM STOPS. Cranes or derricks with cable-supported booms, except draglines, shall have a device attached between the gantry of the A-frame and the boom chords to limit the elevation of the boom. The device shall control the vertical motions of the boom with increasing resistance from 83° or less, until completely stopping the boom at not over 87° above horizontal.

5.4.8 SAFETY HOOKS. Hooks used in hoisting personnel or hoisting loads over construction personnel or in the immediate vicinity of construction personnel shall be forged steel equipped with safety keepers. When shackles are used under these conditions, they shall be of the locking type or have the pin secured to prohibit turning.

5.5 ROLLOVER PROTECTIVE STRUCTURES (ROPS)

5.5.1 ROLLOVER PROTECTIVE STRUCTURES. OSHA 1926, Subpart W, Overhead Protection, Sections 1001 and 1002 are applicable regardless of the year in which the equipment was manufactured and regardless of the struck capacity of the equipment.

5.5.2 EQUIPMENT REQUIRING ROPS. The requirement for ROPS meeting 5.5.1 above applies to crawler and rubber-tired tractors such as dozers, push-and-pull tractors, winch tractors, tractors with backhoes, and mowers; off-highway, self-propelled, pneumatic-tired earthmovers, including scrapers, motor graders and loaders; and rollers, compactors, water tankers (excluding trucks with cabs). These requirements shall also apply to agricultural and industrial tractors and similar equipment.

5.5.3 EQUIPMENT REQUIRING SEATBELTS. The requirements for seatbelts as specified in OSHA Subpart O, Motor Vehicles, Mechanized Equipment, and Marine Operations, Section 1926.602 shall also apply to self-propelled compactors and rollers, and rubber-tired skid-steer equipment.

6.0 LADDERS AND SCAFFOLDING:

6.1 LADDERS. OSHA 1926, Subpart L - Section 450. Ladders shall be used as work platforms only when use of small hand tools or handling of light material is involved. No work requiring lifting of heavy materials or substantial exertion shall be done from ladders.

6.2 SCAFFOLDING. OSHA 1926, Subpart L - Section 451. Scaffolds, platforms or temporary floors shall be provided for all work except that which can be done safely from the ground or similar footing.

6.3 SAFETY BELTS, LIFELINE, AND LANYARDS. OSHA 1926, Subpart E, Section 104. Lifelines, safety belts and lanyards independently attached or attended, shall be used when performing such work as the following when the requirements of 6.1 or 6.2 above cannot be met.

(a) Work on stored material in hoppers, bins, silos, tanks, or other confined spaces.

(b) Work on hazardous slopes, structural steel, or poles; erection or dismantling of safety nets, tying reinforcing bars; and work from Boatswain's chairs, swinging scaffolds, or other unguarded locations at elevations greater than 6 feet.

(c) Work on skips and platforms used in shafts by crews when the skip or cage.

Procurement Standards – 2 CFR § 200.317 through §200.326**§ 200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with § 200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section § 200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow § 200.318 General procurement standards through § 200.326 Contract provisions.

§ 200.318 General procurement standards.

- (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c) (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
- (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9273

County Administrator's Report 11. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: PD 14-15.100, Fireman's Bunker Gear

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Awarding a Contract for Fireman's Bunker Gear - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board award Contract PD 14-15.100, Fireman's Bunker Gear, to Fischer Scientific Company, LLC, and approve the Agreement for Fireman's Bunker Gear, PD 14-15.100, between Escambia County, Florida, and Fisher Scientific Company, LLC, in the amount of \$150,000 annually, for a term of 36 months with two options for 12-month extensions.

The Office of Purchasing advertised the Solicitation on October 5, 2015. Five qualified vendors known to carry the personal protective equipment with Underwriters Laboratories Inc., (UL) or Safety Equipment Institute (SEI) certification were notified. One bid was received on October 20, 2015. Fisher Scientific Company, LLC, the only bidder was accepted for recommendation by the Public Safety Fire Rescue Department.

[Funding: Fund 143, Fire Protection Fund, Cost Center 330206, Object Code 55201 - \$150,000 Annually - Fire Protection Fund 143]

BACKGROUND:

The Office of Purchasing advertised the Solicitation on October 5, 2015. Five qualified vendors known to carry the personal protective equipment with Underwriters Laboratories Inc. (UL) or Safety Equipment Institute (SEI) certification were notified. One bid was received on October 20, 2015. Fisher Scientific Company, LLC, the only bidder was accepted for recommendation by the Public Safety Fire Rescue Department.

BUDGETARY IMPACT:

Funding: Fund 143, Fire Protection Fund, Cost Center 330206, Object Code 55201 - \$150,000 annually - Fire Protection 143

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual prepared the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL., Code of Ordinance, Chapter 46, Article II, Purchasing and Contracts. The Office of Purchasing advertised the Invitation to Bid PD14-15.100 on October 5, 2015. Five qualified vendors known to carry the personal protective equipment with Underwriters Laboratories Inc. (UL) or Safety Equipment Institute (SEI) certification were notified. One bid was received on October 20, 2015. Fisher Scientific Company, LLC, the only bidder, was accepted for recommendation by the Public Safety Fire Rescue Department.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Orders.

Attachments

Agreement

bid tab

AGREEMENT FOR FIREMAN'S BUNKER GEAR PD 14-15.100

THIS AGREEMENT is made this ___ day of November, 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 Fisher Scientific Company, LLC (hereinafter referred to as "Contractor"), a foreign for profit limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2942737, whose principal address is 300 Industry Drive, Pittsburgh, PA 15275, and whose mailing address is 81 Wyman Street, Waltham, MA 02454.

WITNESSETH:

WHEREAS, on October 20, 2015, the County issued an Invitation to Bid (PD 14-15.100) seeking vendors to provide fireman's bunker gear; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of providing such fire equipment service as set forth herein.

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

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed by the parties hereto and continue for a term of thirty-six (36) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month periods for a total of sixty (60) months.

After all options to renew have been exhausted and it is determined that interim performance is required, the County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the term. The total duration of this Agreement shall not exceed the duration of five (5) years and six (6) months.

3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bid for fireman's bunker gear, Specification No. P.D. 14-15.100, attached hereto as **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. County shall pay Contractor for items in accordance with the Contractor's Bid Form, dated October 15, 2015, provided as part of the Contractor's Proposal, attached hereto as **Exhibit "B"**.

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The items shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be terminated by County immediately for cause or for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for materials purchased through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be

the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

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

(c) 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 Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing

and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Fisher Scientific Company
Attention: President
300 Industry Drive
Pittsburgh, PA 15275

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement

shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

19. 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:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

Steven Barry, Chairman

Date: _____

BCC Approved: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

CONTRACTOR: FISHER SCIENTIFIC
COMPANY, LLC

By: _____
President

Witness

Witness

Date: _____

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 10/26/15

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
FIREMAN'S BUNKER GEAR
SPECIFICATION PD 14-15.100**

- **HOW TO SUBMIT YOUR BID**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- BID FORMS (WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S)
AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.**

DO NOT RETURN WITH YOUR BID



**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

FIREMAN'S BUNKER GEAR

SPECIFICATION NUMBER PD 14-15.100

BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Tuesday, October 20, 2015

Bid Opening will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Tuesday, October 20, 2015 at 10:30 a.m., CDT.

**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

**Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May**

Procurement Assistance:

**Lester L. Boyd
Purchasing Specialist
Office of Purchasing, 2nd
Matt Langley Bell III, Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805**

Technical Assistance:

**Adam Harrison
Battalion Chief
Public Safety Fire Services
6575 N. W., Street
Pensacola, FL 32505
Tel: (850) 475-5557/5530
Fax: (850) 475-5535**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(Revised 10/31/2013)

Preference in purchase of commodities and services by means of competitive bid.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Board of County Commissioners.

Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes

FIREMAN'S BUNKER GEAR

PD 14-15.100

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**Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (** Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**
SOLICITATION, OFFER AND AWARD FORM

BID FORM

SUBMIT OFFERS TO:

Lester L. Boyd, Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

FIREMAN'S BUNKER GEAR
PD 14-15.100

SOLICITATION

MAILING DATE: Tuesday, October 20, 2015

OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Tuesday, October 20, 2015, and may not be withdrawn within 90 days after such date and time.

Bid opening will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Tuesday, October 20, 2015 at 10:30 a.m., CDT.

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.: (____) _____

BID BOND ATTACHED \$ N/A

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 abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.**

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD 14-15.100, FIREMAN'S BUNKER GEAR, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

FIREMAN'S BUNKER GEAR BID SHEET

QTY	UOM	DESCRIPTION	PART NUMBER	UNIT PRICE
1	EACH	LTO-34A3 TAILS MORNING PRIDE	FLESCAD0039	
1	EACH	LTO-34A3 PANT MORNING PRIDE	FLESCA0040	
1	EACH	BEN2 LOW RIDER	FLESCA00036	
1	EACH	EV1 TRADITIONAL HELMET	FLESCA00041	
1	EACH	BT3009 LEATHER BOOT	BT3009	
1	EACH	SUPER GLOVE	GL-SGKCG	
1	EACH	CAPT JIM HOOD	CAPT JIM HOOD	
			TOTAL PRICE	\$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority

Document Number _____

Occupational License No. _____

Florida Fire Protection System Contractors License
No. _____

Expiration Date: _____

Terms of Payment

(Check one) Net 30 Days ____ 2% 10th Prox ____

Will your company accept Escambia County Purchasing
Cards? Yes ____ No ____.

Will your company accept Escambia County Direct
Payment Vouchers? Yes ____ No ____.

Bidder: _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

E-Mail Address: _____

Home Page Address: _____

Person to contact for emergency service:

Phone/Cell/Pager #: _____

Person to contact for disaster service:

Home Address: _____

Home Phone/Cell/Pager #: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual
signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on

contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT 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 expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business _____

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

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: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer and Award Form and Bid Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com/departments/purchasing>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in
Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 14-15.100, "Fireman's Bunker Gear", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill 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.

2. Procurement Questions

Procurement questions may be directed to Lester L. Boyd, Purchasing Specialist, Phone (850) 595-4944, Fax (850) 595-4805. Technical questions may be directed to Adam Harrison, Battalion Chief, Public Safety Fire Services, (850) 471-5557/5530, Fax (850) 471-5535. The last day for Vendors questions is listed as Tuesday, October 15, 2015, @ 03:00 p.m.

3. Bid Forms

This Solicitation contains a Bid Form which shall be submitted in a sealed envelope, with Original signature in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. Pre-Solicitation Conference

N/A

5. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (**this includes inside delivery if requested**) to designated point within Escambia County.

6. Delivery

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

7. 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 compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

9. **Protection of Property/Security**

The awarded vendor shall 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 and the general public.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

10. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

Contract Information

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.

11. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence, upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for an additional Two (12) months periods for a total of 60 months, upon mutual agreement of both parties concerned. If there are any changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

10. **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.

11. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

13. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offeror's area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

14. **Ordering**

The County will issue release purchase orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than \$1000.00 per individual transaction. The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

15. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid 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 bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

16. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. **Award**

Award shall be made on an "all-or-none total" basis.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **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.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

21. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

Insurance Requirements

22. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of 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, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance 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: Lester L. Boyd, Purchasing Specialist
Office of Purchasing, Room 11.101
P. O. Box 1591
Pensacola, FL 32591-1591
Fax: (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Detailed Technical Specifications
for
Protective Clothing for Structural Firefighting
Coat and Pant

Escambia County Fire Rescue
2920 North L St
Pensacola, FL 32501

EXHIBIT A

LEGAL RIGHT TO SPECIFY

The Fire Department (for the remainder of this section referred to as the "specifier") chooses to exercise its Legal Right to Specify as determined by the U.S. Supreme Court's affirmation of the decision handed down in the case of Whitten Corp. vs. Paddock, by the U.S. District Court of Massachusetts, the First Federal District Court, which in effect states:

- 1) That as trained professionals, specifiers make informed judgments on products that they feel best serve their needs. Also, that proprietary specifications (if chosen) DO NOT violate any antitrust laws. Technically, very few brands of material or equipment are exactly alike, and if the specifier wants to limit the specification to one source, he has the right to do so and enforce it.
- 2) Only the specifier has the responsibility and judgment for determining whether a proposed substitution is an "or equal".
- 3) That from start to finish in the purchasing process, only the specifier can ultimately decide if another desirable product is available in lieu of the specification.
- 4) Finally, that the courts concluded "the burden is on the supplier or manufacturer, who has NOT been specified, to convince the specifier that their product is equal for the purpose of a particular project".

The specifier has determined that this product specification shall represent the product to which all offerings shall be compared. Due to the fact that firefighting is an ULTRAHAZARDOUS, UNAVOIDABLY DANGEROUS activity, only trained Fire Department personnel with specific knowledge in the area of Personal Protective Equipment shall be allowed to make the final determining decision on the selection of the appropriate product to serve the Fire Department's needs.

EXHIBIT A

ESCAMBIA COUNTY FIRE RESCUE

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING COAT AND PANT

9/3/2015

Date: September 3, 2015

1.0 PURPOSE AND SCOPE

This specification defines the minimum requirements for structural firefighter personal protective equipment (PPE) providing limited protection as defined by NFPA 1971, *Standard on Protective Ensemble for Structural Fire Fighting*, Latest Edition. In the absence of comment on a particular point, industry standard practice shall be presumed to prevail. Every exception to specifications must be clearly spelled out at the time of bid.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

2.0 UNITS OF MEASURE

Current NFPA standards applicable to this product specification express values for measurement requirements in SI (metric-based) units, followed by US (inch-pound) approximate equivalents in parentheses. For the convenience of the fire department, this product specification *reverses the order* and presents the more familiar US approximation first, followed by the SI requirement in parentheses.

3.0 CERTIFICATION

The manufacturer must certify that the garments proposed in its bid meet or exceed all requirements of NFPA 1971. The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) or Safety Equipment Institute (SEI), as the third party certification organization prescribed in NFPA 1971. All certification testing and test preconditioning must have been performed by an ISO 17025-certified laboratory. UL, SEI or a UL Authorized Client Test Data Program laboratory will fulfill this requirement.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

The manufacturer shall be registered to ISO 9001, *Quality Management Systems – Requirements*, 2000.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

4.0 WARRANTY

The manufacturer must provide a lifetime warranty against defects in materials and workmanship with the bid package.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

EXHIBIT A

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING COAT AND PANT

5.0 PRODUCT COUNTRY OF ORIGIN

For liability reasons, garments must be manufactured in the United States of America or Canada by companies with their assets and incorporation within the United States of America or Canada.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

6.0 LABELING REQUIREMENTS

Labels shall be permanently and integrally printed onto materials that meet all the requirements for labels of NFPA 1971. The garment shall be clearly labeled to fully identify the material content of all three layers: outer shell, moisture barrier and thermal liner.

In addition, each separable outer shell component shall be labeled in an obvious location including the size, date of manufacturer and an individualized serial number and bar code that matches the corresponding garment liner.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

7.0 CARE INSTRUCTIONS

The manufacturer shall provide a user information guide for the garments, which complies with user information requirements of NFPA 1971. Topics shall include, but not necessarily be limited to: pre-use information, preparation for use, inspection frequency and details, don/doff, use consistent with NFPA 1500, maintenance and cleaning, and retirement and disposal criteria and considerations.

This document shall be packaged with each garment along with a specification summary sheet describing garment custom options, sizing and production details. This written information shall be in complete compliance with NFPA 1971 requirements, and shall reference same.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

8.0 TRACEABILITY PROGRAM

The manufacturer shall have in place a computer maintained traceability program that provides for the assignment of a production control number to each garment. The traceability program must be capable of tracing the garment through production, from the bolts of cloth used in all three layers of the garment composite construction, to the assignment of the garment to the individual firefighter. This production control number shall be visibly located on the garment label and on other protected areas of garment.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

EXHIBIT A

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING COAT AND PANT

9.0 PATENT CONSIDERATIONS

The Bidder, without exception, shall indemnify and save harmless the Purchaser and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the Purchaser. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

10.0 SIZING

To ensure a perfect fit, sizing shall be determined by actual measurements taken of the firefighter by a trained measurement specialist, or sizing try-ons, or both. Sizing measurements shall be taken according to a schedule and location(s) mutually agreed between the manufacturer and the department.

Garments shall be available in custom sizing as follows: coat chest in 2-inch (5.1 cm) increments, coat sleeve in 0.5-inch (1.3 cm) increments, coat back length in 1-inch (2.5 cm) increments, pant waist in 2-inch (5.1 cm) increments and pant inseam in 1-inch (2.5 cm) increments. A full range of women's sizing, on women's patterns, must also be available. Each sleeve and inseam length shall provide 100% gradation from shoulder to wrist, and from hip to ankle, to provide proper fit for individual arm and leg lengths. Pattern tailoring to custom-fit neck, bicep, hip/seat and thigh circumferences must also be provided, when needed, at no additional charge. Neither Small-Medium-Large-Extra Large sizing nor women's garments cut to men's patterning are considered acceptable, since proper fit facilitates mobility and minimizes stress.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

11.0 SELF-BINDING

Liner and moisture barrier shall be stitched together and turned, then topstitched, to create a self binding edge. The extra bulk of separate binding material is specifically prohibited.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

12.0 THREAD

All thread used in structural seams shall be Nomex® of minimum Tex size T-70. Light colored garments and trim areas shall feature yellow thread. Black and dark garments shall feature black thread. Tan or bronze colored garments shall feature tan thread.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

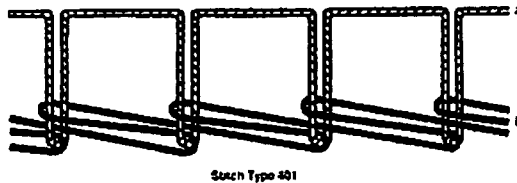
EXHIBIT A

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING COAT AND PANT

13.0 STITCH METHODS

13.1 MAJOR A & B SEAMS

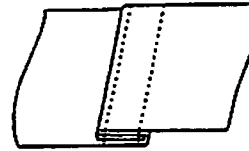
Except for the collar Major A seam, which is single-needle lock stitched three times, all Major A & B seams (as defined by NFPA 1971) shall be double stitched, double feld throughout all three layers (outer shell, moisture barrier and thermal liner), and shall be made with Nomex® thread, minimum Tex size T-90. Detailed stitch and seam type requirements are shown below.



Stitch Type 401

Stitch Type 401

*Double lockstitch, as defined by
ASTM D 6193-97*



Seam Type LSc-2 (foldover)

Modified Seam Type LSc-2

*Double feld seam, modified only to ensure
that both stitch lines penetrate all layers of
cloth at joining, otherwise as defined by
ASTM D 6193-97*

Also, all moisture barrier seams shall be tape-sealed to meet all requirements of the NFPA 1971 Liquid Penetration Resistance Test.

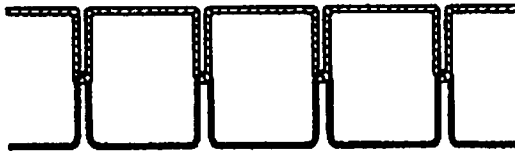
Does Your Bid Comply With All Aspects Of This Section?

For Outer Shell:
For Thermal Lining:
For Moisture Barrier:

Yes _____ No _____
Yes _____ No _____
Yes _____ No _____

13.2 MINOR SEAMS

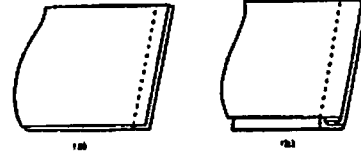
Most Minor seams, such as storm shields and mated hems, shall also be stitched with the specified Nomex thread. Detailed stitch and seam type requirements are shown below.



Stitch Type 301

Stitch Type 301

Lockstitch as defined by ASTM D 6193-97



Seam Type SSae-2

Seam Type SSae-2

*As defined by ASTM D 6193-97, shown
(a) before and (b) after required turning*

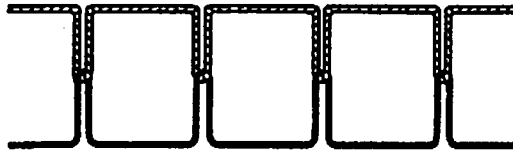
Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

EXHIBIT A

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING COAT AND PANT

13.3 POCKETS

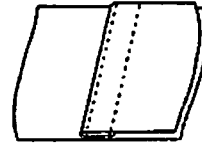
Flat garment pockets shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below.



Stitch Type 301

Stitch Type 301

Lockstitch as defined by ASTM D 6193-97

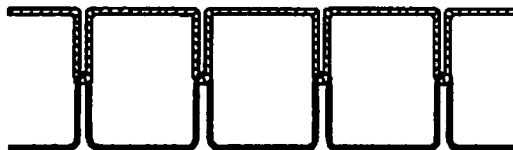


Seam Type LSd-2

Seam Type LSd-2

As defined by ASTM D 6193-97

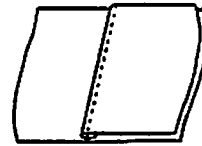
3-Dimensional pocketing shall feature these same construction details, but the reinforced single stitch Seam Type LSd-1 may be substituted for LSd-2. Detailed seam type requirements are shown below.



Stitch Type 301

Stitch Type 301

Lockstitch as defined by ASTM D 6193-97



Seam Type LSd-1

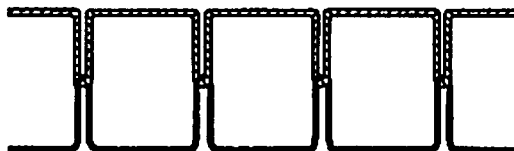
Seam Type LSd-1

As defined by ASTM D 6193-97

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

13.4 TRIM AND DANGER LABELS

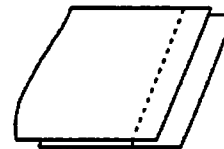
Trim and DANGER labels shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below.



Stitch Type 301

Stitch Type 301

Lockstitch as defined by ASTM D 6193-97



Seam Type SSbd-1

Seam Type SSbd-1

As defined by ASTM D 6193-97

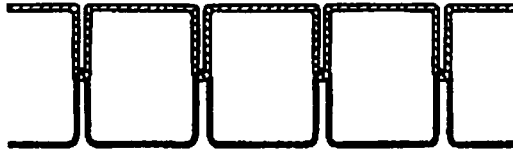
Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

EXHIBIT A

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING COAT AND PANT

13.5 SINGLE LAYER HEMMING AND FINISHING

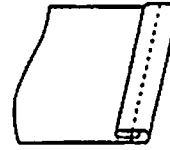
Single layer hemming and finishing shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below.



Stitch Type 301

Stitch Type 301

Lockstitch as defined by ASTM D 6193-97



Seam Type EFb-1

Seam Type EFb-1

As defined by ASTM D 6193-97

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

14.0 POCKETS

When exterior pockets are specified, the following requirements shall apply to all such custom option specified exterior pockets:

All pockets and flaps shall be reinforced at the top corners with bar tack stitching.

All pockets shall be reinforced with an extra layer of NFPA-certified outer shell, moisture barrier, or other NFPA-certified reinforcement material for extra durability. The exact location of the reinforcements shall be identified in the custom options section(s).

All pockets shall have a means to drain water and shall have a means of closure.

All pocket closures shall be made either with hook and loop fastener tape a minimum of 1.5 inches (3.8 cm) wide, with a flap, or with snaps. The specific placement of the closure system shall be outlined in the custom options sections.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

15.0 TAILORED GRADING OF GARMENT LININGS

All garment layers and Cold Weather Accessory Linings shall be graduated in size to fit within in each other in the overall composite without causing bunching or binding when the garment is worn.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

EXHIBIT A

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING COAT AND PANT

16.0 POINTS OF STRESS

All points of stress shall be reinforced with sturdy bartacks. Rivets are not acceptable because of their potential for rust and electrical or heat conduction.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

17.0 ASSET TRACKING SERVICES

Upon request, the manufacturer shall be capable of providing a Windows-compatible software program for the tracking of care, cleaning and maintenance of the department's PPE.

This tracking program shall meet or exceed all record-keeping requirements of standard NFPA 1851, *Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles*, Latest Edition

Labels on each separable part of the garment shall include a standard style interleaved 2 of 5 barcode containing (at a minimum) an individualized serial number for asset tracking purposes.

The manufacturer must be capable of providing onsite or internet training to department personnel who are involved with the daily use of this tracking program, and if there is an additional cost involved for this service, the bidder must disclose those costs at the time of bid.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

18.0 REPAIRS AND ALTERATION SUPPORT

The manufacturer shall furnish, free of charge, reasonable quantities of NFPA 1971-certified thread, materials and other supplies to allow the department to manage its own ongoing internal maintenance efforts. Also, the manufacturer shall provide on call at no charge, during normal business hours, a liaison for the repair department to assist the Fire Department on a telephone consultation basis, on all maintenance or repair questions that might arise. Additionally, the manufacturer shall agree to expedite, on its own cost-only basis, all repairs that must be performed at the manufacturer's plant, rather than in department, over the life of the contract.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

19.0 HIGH TEMPERATURES THERMAL INSULATING MATERIALS REQUIREMENT

Because thermally stable materials are essential to maximizing protective performance in firefighters' PPE, and because NFPA only states "minimum" performance requirements, all thermal liner or thermal enhancing materials used in the garments shall also meet the following criteria after the 500 degree F oven test:

- 1) Material shall remain intact and flexible
- 2) No portion of the material shall crack, crumble or flake

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

20.0 BREATHABILITY REQUIREMENT

Excluding where required by NFPA standard, necessary for functionality, or specifically called out in the custom option sections, all materials fabrics and reinforcements used in the construction of the garments shall be breathable and all moisture barrier material must be as specified in the Materials Section.

The breathability requirement includes but is not limited to: collar, chinstrap, storm shield, fly, water wells, front coat facings, and reinforcement cushioning where applicable.

Areas where non-breathability is allowed (absent Custom Option specifications): trim or other items placed externally on the arms that might need extra material to pass NFPA required Stored Energy Testing, hook and loop fastening, hardware or hardware backing, and pocket linings where used exterior to the outer shell.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

21.0 CONDUCTIVE AND COMPRESSIVE HEAT RESISTANCE (CCHR)

Using breathable materials as outlined in the section titled Breathable Materials, there shall be: A minimum area of 4" x 4" (10.2 cm x 10.2 cm) at the shoulders and elbows that provide a minimum of 25 CCHR at 2 psi. with a minimum 6" x 6" (15.2 cm x 15.2 cm) area at the knees that provide 25 CCHR at 8 psi.

In all three of these compression areas at least a portion of the protective area shall be made from high temperature fiber based materials sewn to the thermal liner on the inside of the liner toward the moisture barrier.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

22.0 SEAM PROTECTION AT CUFFS

At the coat and pant cuff Major A seams, the reflective trim shall stop just before the folding of the full fold seam and for additional abrasion protection be covered by a sewn on strip of polymer coated Kevlar material laid on top of the Major A seam and covering each end of the trim.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

EXHIBIT A

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING COAT AND PANT

23.0 APPLICABLE DOCUMENTS

The following standards in their active versions on the date of invitation for bid shall form a part of this specification to the extent specified herein.

<u>STANDARD</u>	<u>TITLE</u>
ASTM D 6193-97	Standard Practice for Stitches and Seams
NFPA 1500, Latest Edition	Standard on Fire Department Occupational Safety and Health Program
NFPA 1851, Latest Edition	Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles
NFPA 1971, Latest Edition	Standard on Protective Ensemble for Structural Fire Fighting

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

COAT

To avoid liability and interface problems, coats and pants shall be procured from the same manufacturer.

24.0 DESIGN CONCEPT (STYLING)

The standard coat design shall be 6-inches (15.2 cm) longer at the rear hem than at the front hem and provide continuous and unbroken moisture barrier and thermal liner protection from the collar seam to the hem at the bottom of the coat tail. Each coat length shall be determined by each individual's torso length to provide the coat-to-pant interface as defined by NFPA 1500. Coat design must interface properly with standard waist high bunker pants. To facilitate various body types the front to rear length differential shall be made available in 3-inch (7.5cm), 4-inch (10.0cm), 5-inch (12.5cm and 6-inch (15.0cm) "Tail Drops".

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

25.0 PATTERNING CONCEPT

Garments shall feature a tailored three-piece body (with one-piece back) and one-piece, set-in sleeve construction throughout the outer shell, moisture barrier and thermal liner layers. One-piece garment body (either all layers or some layers) will not be considered acceptable since they cannot be tailored to hard-to-fit personnel. Similarly, garments with seams in mid-back are not considered acceptable because of backbone irritation that can occur with SCBA use. To facilitate individual tailoring needs, the major A & B seams joining the one-piece back to the right and the left front body panels (outer shell and all interior layers) shall be located at the most lateral position when the coat is laid flat for inspection.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

EXHIBIT A

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING COAT AND PANT

26.0 PATTERNING REQUIREMENTS

To assure maximum freedom of movement and reduce kinetic resistance with minimum garment weight and bulk, coat patterning shall include the following features:

- Degree of slope on shoulders shall be no more than 20%.
- Hydraulic Butterfly sleeve patterning having built-in underarm bellow with 85-degree Lift Up Release Action shall be provided to minimize coat hem rise.
- Sleeve attachment shall minimize shoulder lift and allow a full 360 degrees freedom of movement.
- Coat hem rise with overhead reach of both arms not to exceed 4-inch (10.2-cm) maximal extension on properly fitted garments.
- Shell-and-liner retraction at the cuff shall not exceed 1 inch (2.5 cm) when both arms are raised overhead. This helps eliminate wrist exposure.
- 10-inch (25.4-cm) chest over-sizing shall be provided.
- Coat sweep measurements must be consistent with the chest over-size at the hem.
- Reach when measured from cuff to cuff, with coat lying flat, and standard length sleeves extended to each side, shall be provided as detailed below.
- An alteration point at the hem that during manufacture allows the sweep dimension to be adjustable in two-inch (5.0cm) increments

<u>Chest Size</u>	<u>Standard Reach</u>
40 in (101.6 cm)	66 in (167.6 cm)
42 in (106.7 cm)	67 in (170.2 cm)
44 in (111.8 cm)	68 in (172.7 cm)
46 in (116.8 cm)	68 in (172.7 cm)

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

27.0 DRAG RESCUE DEVICE (DRD)

Manufacturer shall supply an NFPA required and certified Drag Rescue Device with each coat. Each strap will be properly labeled with the chest size(s) the Rescue Strap is designed to fit.

Rescue Strap shall be designed in a fashion that it functionally provides a dynamic and articulated action and to eliminate excess strapping material hanging down the back when installed between the garment's liner and outer shell.

The device shall be constructed using two components: a 1.75" (4.45 cm) Kevlar webbing grab handle; and a free-floating loop of Kevlar rope to go around each of the wearer's arms/shoulder.

The grab loop shall extend upward and pass through a tunnel of outer shell and pass out through a reinforced slot in the coat outer shell just below the center rear of the collar seam. . The protruding grab loop shall then fold back down and be stored by hook and loop fastener.

The end of the garb loop shall be covered with an outer shell flap sewn below the held in place with hook & loop fastener to reduce the chances of snagging the grab loop by accident.

EXHIBIT A

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING COAT AND PANT

The Grab Handle shall be constructed of soft and pliable Kevlar webbing meeting the following specifications:

Description	100% Kevlar Double Plain Weave
Width	1.75" (4.45 dm)
Thickness	0.064" \pm 0.010" (.163 cm \pm .0254 cm)
Tensile	5,000 lb minimum (22.24 kN)

To facilitate comfort and safety the free-floating loop shall be constructed of soft and pliable Kevlar rope meeting the following specifications:

Description	100% Kevlar Tubular Plain Weave - Natural
Width	.038" (.097 cm)
Thickness	0.144" \pm 0.005" (.366 cm \pm .013 cm)
Tensile	3500 lb minimum (15.57 kN)

Rescue Strap shall be sewn with Kevlar thread

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

28.0 LINER ATTACHMENT

The completed liner-moisture barrier assembly shall attach by means of four (4) evenly spaced glove snaps to each outer shell front facing to reduce weight, bulk and stiffness. To provide continuous moisture and pathogen protection at the front, the liner shall be positioned so it is sandwiched between the coat front facing and a breathable pathogen shield. The use of zippers or hook and loop fasteners in this area is not allowed due to their added weight, bulk and stiffness.

Liner sleeves shall be attached at the cuff by means of snaps on two (2) sets of Nomex tabbing per liner cuff. The male and female snap parts shall both be located on Nomex tabbing that is sewn to the liner at the cuff. A separate piece of Nomex tabbing shall be sewn to the shell cuff and fashioned as a loop without any snap hardware.

To provide continuous moisture protection and pathogen protection at the neck, the liner shall be positioned so that it is sandwiched between an outer-facing pathogen shield and an inside facing of the specified outer shell material.

Attachment at the neck shall be by means of four (4) glove straps that penetrate only the layer of the attachment strip facing towards the liner, so that metal contact at a wearer's neckline is completely eliminated.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

29.0 COAT CERTIFICATION LABEL ON LINER

The coat certification label on the liner shall be affixed to the inside right body panel of the liner in a fashion to provide an inside liner pocket.

EXHIBIT A

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING COAT AND PANT

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

30.0 COAT CERTIFICATION LABEL ON SHELL

The coat label on the shell shall be affixed in a conspicuous location once the liner is removed.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

31.0 COLLAR

The collar shall be of layered construction, consisting of a layer of waterproof moisture barrier and a layer of NFPA 1971-certified insulating material, sandwiched between two (2) layers of specified outer shell material. NFPA compliant collars shall be at least 3 inches (7.6 cm) high while CGSB compliant collars shall be at least 4 inches (10.2 cm) high. The design shall incorporate in its patterning a natural contour that will allow proper fit and performance in the standing (upright) or stowed position.

There shall be no vertical or horizontal seams or stitching in the body of the collar. The left outside of the collar shall have a sewn piece of 2-inch x 2-inch (5.0-cm x 5.0-cm) hook fastener tape for chinstrap-to-collar closure. The fastener tape shall be located rear ward far enough to allow for the location of a forward mounted microphone tab if so desired. Each collar shall be graded to individual coat sizes.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

32.0 CHIN STRAP

The chinstrap shall be of layered construction identical to that of the collar configuration described in the previous paragraphs. Chinstrap shall be of a crescent shaped design with *minimum dimensions of:* 9 inches (22.5 cm) long across the top corners, 10.5 inches (26 cm) long across the bottom corners, and 3.5 inches (8.75 cm) in vertical height, measured at the center. The leading underside edge of the chinstrap shall have a 4.0-inch-wide (3.8 cm-wide) horizontal strip of loop fastener tape to ensure an adequately adjustable closure and to ensure passage of the Whole Garment Liquid Penetration Test.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

EXHIBIT A

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING COAT AND PANT

33.0 HANG-UP LOOP

An 80-pound (36.3 kg) tear strength hang-up loop shall be provided at the interior collar seam. The loop shall be constructed of triple layers of the specified outer shell material, lockstitched to the coat. Webbing is not acceptable.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

34.0 SLEEVES

To prevent stove-piping the sleeves shall be individually graded by coat size and sleeve length. For maximum freedom, the sleeve design shall feature extra full cut one-piece set-in sleeves with built-in bellows. To reduce the chances of possible top seam failure in that high thermal exposure area, the sleeve Major seams shall follow the underside of the arm and shall not cross over the outside of the elbow joint. Sleeve seam and sleeve attachment to coat body in all layers shall be 100% double fold and double stitched for maximum.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

35.0 INNER WRISTLET & WATERWELL

Every coat shall feature a minimum 4.5-inch (11.4-cm) long, double-layer knit inner wristlets protected by a flame-resistant and moisture-resistant inner waterwell. The inner wristlet shall be sewn to the thermal liner sleeve end (not to the outer shell). The specified moisture barrier shall form an inner waterwell with an elastic gather sewn to the moisture barrier sleeve end.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

36.0 EXTERNAL WRISTLET

Every coat shall feature a 2.5-inch (6.4 cm) long knit outer wristlet, which shall be mounted to the end of each outer shell sleeve to prevent liquid and debris movement up the sleeve between the outer shell and the moisture barrier/ thermal liner assembly.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

37.0 FRONT CLOSURE PROTECTIVE OVERLAP

Two-inch-wide (5.1 cm-wide) panels of breathable moisture/ pathogen barrier and specified thermal liner materials shall be provided at coat front closure facings to preclude any type of break in the protective envelope. The entire circumference of a closed coat shall consist of specified shell, moisture barrier and thermal liner materials.

An additional layer of breathable moisture/ pathogen barrier material shall be sewn between the 2-inch-wide (5.1 cm-wide) panels and outer shell coat body for the entire length of coat front in a fashion to prevent liquid entry during the NFPA 1971 Whole Garment Liquid Penetration Test.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

EXHIBIT A

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING COAT AND PANT

38.0 COMPOSITE MATERIALS

The specifier has determined the ONLY acceptable combination of materials. Any substitution of materials shall be grounds for immediate disqualification of bid without further consideration.

38.1 OUTER SHELL

7.2 oz Ripstop Weave; 60% Kevlar / 40% Nomex (Berry Compliant) - Khaki

38.2 THERMAL LINING

3.2 osy Spun facedcloth, 2 layers of 2.3 osy Spunlace

38.3 MOISTURE BARRIER

Crosstech Black Type 2F 100%Nomex IIIA woven Pajama-check, 4.7 osy (Berry Compliant)

Does Your Bid Comply With All Aspects Of This Section?

For Outer Shell:	Yes _____	No _____
For Thermal Lining:	Yes _____	No _____
For Moisture Barrier:	Yes _____	No _____

39.0 COAT CUSTOM OPTIONS TO BE PROVIDED

Instructions in this custom options section that contradict earlier specifications or statements supersede those earlier specifications or statements as long as the required certifications are not compromised.

Std -LTO Chinstrap

Std -Coat Cuffs

Std -Hooks & Dees/1.5" Velcro Interior

Std -Inspection Port Liner

Std -Liner Detachable

Std -SET Thermal Enhancement

Std -Liner Label Pocket

Std -Articulating Rapid Rescue Strap

Std -Take Up Straps - 2 Postman

Std -Wristlets- Long Hybrid with tabs - Nomex

Trim -(1) NFPA -lime 2-tone Brilliance (3")

Back Patch - Advance - Khaki

1 -3" sewn letter -lime Reflexite Brilliance

< ESCAMBIA >Hem Patch w/Velcro - Advance - Khaki

1 -3" sewn letter -lime Reflexite Brilliance

< --NAME- > FF LAST NAME ONLY (1st INITIAL ONLY when specified) - Avg. 7 letters - Ok to use 2" to fit Dead Air Panels Extended

Half Hi Bellows Pockets - Advance - Khaki - 6 x 9 x 1.5

Mic Tab - Advance - Khaki - left chest - 0.5 x 2.5

Radio Pocket - Advance - Khaki - left chest - 8 x 3 x 2

SL-90 Flashlight Clip - Advance - Khaki - right chest

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

EXHIBIT A

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING COAT AND PANT LTO

PANTS

To avoid liability and interface problems, coats and pants shall be procured from the same manufacturer.

40.0 DESIGN CONCEPT (STYLING)

The pant shall be of a traditional waist-high-only design to facilitate full torso ventilation of front, rear and sides of trunk for maximum body cooling effect to help minimize firefighter heat stress. For this reason, other than waist-high pants shall not be considered acceptable or "equal," since additional trunk wrapping traps heat and moisture, increasing heat stress buildup while also creating mechanical resistance when covering the natural torso flexion point of the waist.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

41.0 PATTERNING CONCEPT

Garments shall feature a tailored four-piece body plus a one-piece, over-sized crotch diamond pattern in the outer shell, moisture barrier and thermal liner.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

42.0 PATTERNING REQUIREMENTS

To assure maximum freedom of movement and reduced kinetic resistance with minimum garment weight and bulk, the pants patterning shall:

- Incorporate hydraulic, swivel action leg-to-torso interfaces.
- Incorporate an oversized diamond-shaped crotch insert, graded according to size, for maximum action stride, optimum stepping reach and no "in-crotch" seaming.
- In the outer seam hip area, in all three layers shall, incorporate convex seam technology to provide for generous seat expansion when squatting and crawling without creating unsightly bagginess.
- That the diamond extend from just above the left knee to just above the right knee, and be centered equally from front to rear. Width of diamond at top of crotch shall be approximately proportionally graded to waist size and inseam length.
- Ensure that pants rest in normal body line balance of 22 inches (55.9 cm) center distance at the cuff for 42 waist, 30 inseam pants.
- Provide for an alteration point at the hips so that during manufacture the hip dimension can be adjustable in two-inch (5.0cm) increments

EXHIBIT A

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING COAT AND PANT LTO

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

43.0 SUSPENDER BUTTONS

Eight (8) heavy duty, rust-resistant suspender buttons shall be positioned around the waist. Suspender buttons shall be mounted through waistband of triple layer outer shell material that is internally reinforced with an additional band of coated needlepunch aramid.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

44.0 LINER ATTACHMENT

The moisture barrier and thermal liner assembly shall be attached to the outer shell at the waistband with seven (7) evenly-spaced glove snaps. Liners shall be attached at the cuff by means of snaps on two (2) sets of Nomex tabbing per liner cuff. The male and female snap parts shall both be located on Nomex tabbing that is sewn to the liner at the cuff. A separate piece of Nomex tabbing shall be sewn to the shell cuff and fashioned as a loop without any snap hardware.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

45.0 PANT CERTIFICATION LABEL ON LINER

The pant certification label on the liner shall be affixed to the inner left hip area of the liner.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

46.0 PANT CERTIFICATION LABEL ON SHELL

The pant label on the shell shall be affixed to the facing at the fly..

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

47.0 FLY FRONT

The outer shell fly shall be lockstitched to the left side of the front opening and shall be in proportion to waist size and crotch rise in both length and width. Fly inner lining shall extend at least 2 inches (5.1 cm) to the left of the outer shell fly attachment seam and shall be constructed of certified breathable moisture barrier and thermal liner. The right front pant opening shall have an internal facing extending at least 2 inches (5.1 cm) to the right and constructed of specified fabric. In combination with the liner, the system shall offer 360-degree protection without gaps during movement of the outer shell moisture barrier and thermal liner. Closure shall be by means of a minimum 1.5-inch-wide (3.8-cm-wide) hook and loop fastener, and all construction techniques used shall provide liquid penetration protection under the NFPA 1971 Whole Garment Liquid Penetration Test. The fly shall be graded to the waist size of garments and crotch rise.

EXHIBIT A

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING COAT AND PANT LTO

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

48.0 COMPOSITE MATERIALS

The specifier has determined the ONLY acceptable combination of materials. Any substitution of materials shall be grounds for immediate disqualification of bid without further consideration.

48.1 OUTER SHELL

7.2 oz Ripstop Weave; 60% Kevlar / 40% Nomex (Berry Compliant) - Khaki

48.2 THERMAL LINING

3.2 osy Spun facedcloth, 2 layers of 2.3 osy Spunlace

48.3 MOISTURE BARRIER

CROSSTECH BLACK TYPE 2F 100%NOMEX LLLA WOVEN PAJAMA-CHECK, 4.7 OSY (BERRY COMPLIANT)

Does Your Bid Comply With All Aspects Of This Section?

For Outer Shell:	Yes _____	No _____
For Thermal Lining:	Yes _____	No _____
For Moisture Barrier:	Yes _____	No _____

49.0 PANT CUSTOM OPTIONS TO BE PROVIDED

Instructions in this custom options section that contradict earlier specifications or statements supersede those earlier specifications or statements as long as the required certifications are not compromised.

Std -Inspection Port Liner

Std -Liner Detachable

Trim -(7) NFPA -lime 2-tone Brilliance (3")

Narrow Fly -1.5" Velcro/Zipper - No Hook - 1 Snap

Full Access Opening

Angled Cuffs - Arashield - Black

Pant Cuffs - Arashield - Black

BiFlex Heat Channel Knees - Advance - Khaki

Horizontal Strips in BiFlex knees to be Arashield - Black

Bellows Pockets - Advance - Khaki - 9 x 9 x 1.5

Lined with Kevlar

Tool Divider - Kevlar

place in left bellows pocketLadder Escape Belt - Kevlar

Right over Left Life Grip Ladder/Escape Pant Adaptation

Dyna-Fit Suspenders w/ Snap Attach & Quick Adjust Installed

Snap Style Suspender Attachment

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

EXHIBIT A

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING
COAT AND PANT
LTO

EXHIBIT A

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING
COAT AND PANT
LTO

PERCENTAGE SPECIFICATION COMPLIANCE CALCULATIONS

	Total Number "Yes/No" Questions		
	Total Number of Yes Answers		
	Total Number of No Answers		
% Specification Compliance: $[(\text{Total Yes Answers}) \div (\text{Total Answers})] \times 100\%$			%
Each "No" answer requires a full written explanation. Each "Yes/No" question not checked where provided will be considered a "No" answer.			

FIREMAN'S BUNKER GEAR BID SHEET

QTY	UOM	DESCRIPTION	PART NUMBER	UNIT PRICE
1	EACH	LTO-34A3 TAILS MORNING PRIDE	FLESCAD0039	1055.62
1	EACH	LTO-34A3 PANT MORNING PRIDE	FLESCA0040	870.00
1	EACH	BEN2 LOW RIDER	FLESCA00038	205.00
1	EACH	EV1 TRADITIONAL HELMET	FLESCA00041	247.00
1	EACH	BT3009 LEATHER BOOT	BT3009	305.00
1	EACH	SUPER GLOVE	GL-SGKCG	110.00
1	EACH	CAPT JIM HOOD	CAPT JIM HOOD	48.00
			TOTAL PRICE	\$ 2840.62



PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Fireman's Bunker Gear BID # PD 14-15.100					
Bid Opening Time: 10:30 am CDT Bid Opening Date: 10/20/2015 Bid Opening Location: Rm 11.407 NAME OF BIDDER	Cover Sheet/ Acknow.	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Certificate of Insurance	Sworn Statement Pursuant to Section 287.133(3)(a) , FL Statutes on Entity Crimes	Total Price
Fisher Scientific Co., LLC	Y	Y	Y	Y	Y	Y	\$2840.62
BIDS OPENED BY:	Lester L. Boyd, Purchasing Specialist			DATE: 10/20/2015			
BIDS TABULATED BY:	Lori Kistler, Purchasing SOSA			DATE: 10/20/2015			
BIDS WITNESSED BY:	Lori Kistler, Purchasing SOSA			DATE: 10/20/2015			

CAR AGENDA 11/17/2015 BCC MEETING 11/17/2015
REVIEW

The Purchasing Manager/Designee recommends to: Award a Contract to Fisher Science Co., LLC in the amount of \$150,000 annually.

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

Notes: _____

Re-Posted @ 3:00pm CST on 11/06/15


LLB/lk



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9374

County Administrator's Report 11. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Supplemental Budget Amendment # 024 - Construction Technology Fee

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #024 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #024, General Fund (001), in the amount of \$19,000, and Building Inspections Fund (406), in the amount of \$93,575, to recognize anticipated revenues from implementing a \$5 Construction Technology Fee on all permits issued from the Building Inspections Division and Development Services Department.

BACKGROUND:

On October 22, 2015, the Board approved a \$5 Construction Technology Fee on all permits issued for the Building Inspections Division and Development Services Department. This fee will help enhance the building permit process by moving from a self-hosted environment to an Accela hosted environment. This will allow the citizens to apply and pay for permits online, as well as many other services.

BUDGETARY IMPACT:

This amendment increases Fund 001 by \$19,000 and Fund 406 by \$93,575.

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# 024

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2015-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County anticipates receiving funds from implementing a \$5 Construction Technology Fee on all permits issued from the Building Inspections Division and Development Services Department, 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		
Building Inspections Fund	406		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
\$5 Construction Technology Fees	1	341907	19,000
\$5 Construction Technology Fees	406	341907	93,575
Total			\$112,575

Appropriations Title	Cost Center	Account Code/ Project Number	Amount
Repair & Maintenance	001/270109	54601	19,000
Repair & Maintenance	406/250111	54601	93,575
Total			\$112,575

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

Grover C. Robinson, IV, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#024



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9382

County Administrator's Report 11. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Approval of the Final Payment to Dewberry Consultant for Work Associated with the April 2014 Flood

From: Amy Lovoy, Assistant County Administrator

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Final Payment to Dewberry Consultants, LLC, for Work Associated with the April 2014 Flood - Amy Lovoy, Assistant County Administrator

That the Board approve the final payment to Dewberry Consultants, LLC, in an amount not to exceed \$168,532.75.

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330491]

BACKGROUND:

Following the April 2014 flood event Escambia County contracted with Dewberry Consultants LLC for assistance with FEMA reimbursements including preparation of project worksheets, compiling documentation and other disaster related responsibilities.

BUDGETARY IMPACT:

To date a total of \$906,025.94 has been paid to this vendor. Of that more than \$509,000 has been placed on project worksheets for reimbursement by FEMA or insurance proceeds to date. This payment is for travel costs and per diem costs associated for the consultants. This payment was delayed until the consultants could provide adequate receipts, payments and other documentation for these costs.

In addition the consultant has waived other expenses associated with one of their senior consultants and all costs incurred from the time period August 11, 2014 through August 21, 2014.

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-9354

County Administrator's Report 11. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2015

Issue: Memorandum of Agreement for the Escambia Treating Company Superfund Site

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Agreement Regarding the Operations and Maintenance of the Escambia Treating Company Superfund Site - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Memorandum of Agreement (MOA) for property located at 3910 North Palafox Street:

A. Approve the Memorandum of Agreement (MOA) with the Florida Department of Environmental Protection regarding the Operations and Maintenance of the Escambia Treating Company (ETC) Superfund Site property located at 3910 North Palafox Street; and

B. Authorize the Chairman to sign the MOA and all documents related to the acquisition of the ETC site, pending Legal review and sign-off.

[AGREEMENT TO BE DISTRIBUTED UNDER SEPARATE COVER]

[Acceptance of these properties will require the County to perform regular operations and maintenance as per the attached Agreement in an estimated amount between \$50,000 and \$100,000 annually. If no other funding source can be identified for these costs, they will need to be budgeted in the General Fund]

BACKGROUND:

The ETC Contamination Source Site is located at 3910 Palafox Street and is the location of an abandoned wood preserving facility that operated from 1942 to 1982. During operations, the soil and groundwater were contaminated from the materials used to treat the wood. ETC was listed on the National Priorities List (Superfund) in 1994. The soil contamination has been remediated to both Federal and State Cleanup Target Levels (CTL) consistent with commercial/industrial standards. As part of the remediation

design, the soil has been sequestered on site as a sub-grade, concrete containment cell and drainage sump system buried onsite. The engineered contamination remedy must be maintained annually and in perpetuity as per the EPA's Final Operations and Maintenance (O&M) Plan, Operable Unit 01 (Soil) March 2012, Revision 4. As part of the County's obligations for acquisition, the County must enter into a Memorandum of Agreement with the FDEP assuring the County will conduct the O&M as per the O&M Plan.

BUDGETARY IMPACT:

Acceptance of these properties will require the County to perform regular operations and maintenance as per the attached agreement in an estimated amount between \$50,000 and \$100,000. If no other funding source can be identified for these costs, they will need to be budgeted in the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Memorandum of Agreement has been reviewed by the County Legal Department and approved as to form and sufficiency.

PERSONNEL:

No additional personnel are required for this task.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is required for all contractual agreements.

IMPLEMENTATION/COORDINATION:

The Community Redevelopment Agency staff will coordinate implementation tasks and execute any documentation needed to complete the project.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9223

County Administrator's Report 11. 1.

BCC Regular Meeting

Discussion

Meeting Date: 11/17/2015

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 one of the following nominees to the Human Services Appropriations Committee (HSAC) to serve a three-year term, effective November 17, 2015, through November 16, 2018, to replace Dr. Lusharon Wiley, whose appointment term has expired:

A. Ms. Megan N. Walters; or

B. Mr. Terrance Paul White.

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. Commissioner Underhill nominated Mr. White, who is also interested in serving on the Committee.

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

Ms. Walters' Resume

Mr. White's 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	
<i>August 2015- Present</i>	Columbia Southern University, Orange Beach, Alabama Emphasis of Study: Bachelors of Science: Organizational Leadership
<i>May 2010- Feb 2011</i>	Columbia Southern University, Orange Beach, Alabama Emphasis of Study: Associates of Arts: Business
<i>Jan 2006- May 2006</i>	Pensacola Junior College, Pensacola, Florida Emphasis of Study: Emergency Medical Technician
Experience	
<i>July 2011- December 2013</i>	Retail Merchandising Services, Pensacola, Florida <i>Merchandiser</i> 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.
<i>April 2012- December 2013</i>	<i>Promoted to District Coordinator</i> 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.

Terrance Paul White
9735 Cobblebrook Drive
Pensacola, FL 32507 US
Mobile: 7577630181 - Ext:
Email: terrancewhitett@hotmail.com

Availability: Job Type: Permanent, Telework
Work Schedule: Full-Time

Summary: Accomplished leader within the Cyber industry, with over 20 years in the Cyber & Intelligence experience. Proven and tested with the ability to solve the most complex Cyber Security problem at the nexus between the Intelligence and IT communities. Proven producer preparing the operational cyber intelligence battle space that resulted in critical gains and success in the Global War on Terror.

Exceptional technical briefer and author. Highly accomplished writer who is able to articulate vision, policies, and standards to subordinates and peers, while condensing highly technical issues for senior leadership.

Qualified and seasoned instructor and training manager with consistent and demonstrated professional record applying training methodologies to achieve target proficiency and performance in the Cyber Battle Space.

Work Experience: COMPUTER SCIENCE CORPORTATON/DEPARTMENT HOMELAND SECURITY
1000 Chiefs Way
Pensacola, FL 32507 United States

06/2013 - Present

Senior Cyber Security Analyst

Duties, Accomplishments and Related Skills:

Currently serving as the Security Operations Center (SOC) Lead responsible for the protection and defense of the National Cyber Protection System (NCPS). The NCPS is an integrated system of systems that delivers intrusion detection/prevention, analytics and information sharing necessary to secure the federal civilian government's information technology infrastructure against advanced cyber threats.

Provides direction and oversight to a geographically dispersed team of contractor and sub-contractor cyber security analysts in the performance of their mission to protect and defend the NCPS.

Provides defensive network security monitoring using principles of Asymmetric Warfare, and engages in Hunt Operations exercises to patrol the network for signs of adversary behavior or vulnerabilities that could jeopardize the Mission Operations Environment network. Designed and managed the implementation of RedSeal, a capability that gives visibility into that data flows of our users, systems & applications based on actual configurations of firewalls and network devices. By importing scan data we can now make "Risk" and remediation decisions based on the actual threat vice the traditional its compliant or not mindset of traditional Information Assurance audit checks. This capability also allows cyber the organization to measure the impact of changes before they are applied to the environment so that changes do not adversely affect the security posture of the environment. Analyst can now measure and see the horizontal and downstream effects of incidents based on the compliance posture.

Provides critical cyber monitoring, investigative, and incident response handling to secure a unique government network that provides access to over 1000 network users.

Provided Cyber Incident handling, analysis and reporting for the MOE-CIRT and established a means to drive necessary people, process and technology changes within the environment to ensure that reported incidents are remediated and that the environment is better protected.

Completed short fused tasking in support of Threat Vulnerability Management Team, while in its infancy, to map Information Assurance Compliance to Department of Homeland Security Standards and policies. In addition, provided Cyber risk and strategic analysis for the MOE-CIRT and its partners.

Provide Cyber security Subject Matter Expertise to leadership, system administrators, and end-users in the form of consultancy, training and awareness support.

NAVY INFORMATION OPERATIONS COMMAND

1000 Chiefs Way bldg 3385
Pensacola, FL 32511 United States

07/2010 - 06/2013

Malware Operations Chief

Duties, Accomplishments and Related Skills:

Conducted SIGINT Development, which supported national intelligence efforts in the Global War on Terror. This included enabling data analysis research of communications technology convergence between networks; addressing the issue of target communications mobility within the global network.

As a Division Chief, responsible for managing a twelve member section to include personal development plans, fulfillment of training requirements and completion of command level objectives. Responsible for preparing all evaluations resulting in multiple promotions and command level recognition of members.

NAVY INFORMATION OPERATIONS COMMAND

250 Hospital Way bldg 324
Honolulu, HI 96818 United States

11/2006 - 06/2010

Senior Digital Network Analyst

Duties, Accomplishments and Related Skills:

Provided digital network analysis and target development in support of fleet, theater, and national consumers.

As Senior Team analyst, was responsible for taking provisions for 25 targets. Conducted over 400 hours of computer network research, producing a detailed reporting for one of DIRNSA's highest priority project.

Conducted exploitation through Chief of Naval Operations directed Special Operations and provided real-time indications and warning to afloat commanders during eight separate missions and trained operators in collection techniques related to this mission.

Deployed and supervised national collection resources in support of Operation ENDURING FREEDOM including system tasking and technical support. This effort provided near real-time actionable intelligence in support of combat operations.

NAVY COMPUTER INCIDENT RESPONSE TEAM (NAVCIRT)

2695 Guadrical Ave

Virginia Beach, VA 23451 United States

10/2000 - 11/2006

Senior Computer Network Defense Incident Handler

Duties, Accomplishments and Related Skills:

Coordinated Navy Computer Network Defense through Intrusion detection monitoring, information assurance management and Network vulnerability assessments.

As Intrusion Detection System analyst monitored 89 Intrusion Detection system Sensors across the Navy Global Information grid.

As Lead Incident Handler, managed the investigation and resolution of over 100 computer network intrusion incidents. Provided expert direction to affected commands, guided clean up and safeguard efforts which ensured the defense of Navy networks against further attacks.

COMMANDER NAVAL SPECIAL WARFARE DEVELOPMENT GROUP

1000 Damneck Way

Virginia Beach, VA 23450 United States

04/1993 - 10/2000

Information Systems Operator

Duties, Accomplishments and Related Skills:

Facilitated controller for IDNX-90 multiplexers. Operated SCAMPI, OPSCOMM, JMCIS, OTCIXS, TRAP/TRE, 2 MSGS, 7 HF/VHF/UHF/SHF Tactical Satellite nets and 2 LAN/WAN communications systems.

Deployed Trident Tactical Systems communications packages during Operation ENDURING FREEDOM and IRAQI FREEDOM providing 100 percent connectivity for vital information to be passed to SEAL operators and to the Joint Intelligence Task Force Combating Terrorism strategic and tactical level customer base. These all-source analysis products encompassed geospatial, signals, imagery, and human intelligence to offer accurate and succinct information in support of mission objectives. Served as adjunct faculty instructing multiple courses in counter terrorism expanding knowledge baselines related to the subject terrorist group.

Conducted the 'first of its kind Voice Over Internet Protocol technology, Secure Telephone equipment and new INMARSAT capabilities directly affecting the command deploying the most robust and light weight communications packages available within the Naval Special Warfare Community.

Education: Intermediate Analysis School Pensacola, FL United States
Technical or Occupational Certificate 10/2005

Basic Digital Network Analysis School Pensacola, FL United States
Technical or Occupational Certificate 10/2004

Network Security Vulnerability School Pensacola, FL United States
Technical or Occupational Certificate 04/2003

Network Information Technician School Virginia Beach, VA United States
Technical or Occupational Certificate 07/1998

**Job Related
Training:** Certifications/
Training

RedSeal Network Security Certified
University of West Florida, Network System Administrator (Navy NEC 2735)
Network Systems and Vulnerability Technician (Navy NEC 2780)

SANS Hacker, Techniques, and Exploits& Incident Handling, Nov 2006
Digital Network Exploitation and Mapping (Navy NEC 9305)
Intermediate Digital Network Analysis (Navy NEC 9306)
Cisco CCNA Boot Camp, Nov 2004
Basic Digital Network Analyst Course, Apr 2010
ArchSight Basic User course. July 2013
Splunk User Basics, Feb 2014
Fireeye User, March 2014
Splunk Searching and Reporting, Mar 2014

Intelligence Applications

NETViz, Vizio, Analyst Notebook/Renoir (Graphical Network Relationship Tools), CPE/Messiah (Reporting tools). User Interface Service/NEXUS/AGILITY, MAUI/Anchory/PATHFINDER (Reporting tools), ArcGis/Falconview (Geospatial Tools), NSANet/JWICs, Defense Messaging Systems, Joint Deployable Intelligence Support System (JDISS), JIANT/SOIS (Special Operations Networks), Mult-INT Analysis and Archive System, Air to Ground/Tactical Shipboard Communications, Malware and secured lab environments (CISCO/RedHat/SCO/HP/Windows/SOLARIS), Operational cyber databases for mission specific tasking

Cyber Security Applications

Splunk, ArcSight Console and Logger, Symantec Endpoint Manager, McAfee Network Threat Response, SourceFire/Snort Intrusion Detection, Vizio, Symantec Backup Executive, Eye Retina Vulnerability scanner, Nessus Vulnerability Scanner, Ethereal/Wire Shark (packet analysis tool), PortMapper, Apache, Sun Solaris, Red Hat/Linux, DISA Gold Disk, VMWare, NETgear (Data recovery), Dell Recovery (Data recovery), Various DoD enumeration tools for Computer Cyber Network Defense, RedSeal, TCP/IP, Cyber Security, Remedy (Ticketing System) Alteris (Software management and Ticketing System)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9315

County Administrator's Report 11. 2.

BCC Regular Meeting

Discussion

Meeting Date: 11/17/2015

Issue: Contract with Statecraft, LLC

From: Grover Robinson, District 4 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Discussion Concerning Contracting with Statecraft, LLC - Grover C. Robinson, IV, District 4 Commissioner

That the Board discuss contracting with Statecraft, LLC (William "Bill" Williams), to provide strategic development of RESTORE and additional tasks as assigned.

[Funding: Board's Non-Departmental Account, Fund 102, Economic Development Cost Center 360704, Object Code 53101]

BACKGROUND:

On January 17, 2013, the Board awarded a contract to SCG Governmental Affairs, LLC, (William "Bill" Williams) for a period of 6 months, for a fee of \$4,000 per month, with options to extend for a maximum of 36 months. On November 17, 2014, the Board approved a one-year contract with Statecraft, LLC, (William "Bill" Williams) in the amount of \$2,000 per month to provide for strategic development of RESTORE and additional tasks as assigned.

Under the current contract, to expire November 17, 2015, Statecraft, LLC, has been assigned three tasks summarized below:

1. Make contact with various state agencies regarding the Council Component (Pot 2) funding and various NGO's on development of watershed planning for the Estuaries of Northwest Florida;
2. Make contact with the Gulf Restoration Council, member States and Federal Agencies to educate them on Escambia County projects and initiatives under the Pot 2 component and to remain coordinated with Alcade & Fay our Federal contact firm; and
3. Determine contact points and progress our relationship with the State of Alabama and Baldwin County for collaboration and leverage on neighboring funding and projects such as Perdido Bay;

To date Escambia County has been awarded \$11,000,000 through the NFWF funding and identified for \$8,000,000 in Pot 2 projects. An additional \$2,000,000 in funding for an estuary program in NW Florida and a \$500,000 Department of Commerce Grant are still outstanding for award and management.

BUDGETARY IMPACT:

Funding will come from the Board's Non-Departmental Account, Fund 102, Economic Development Cost Center 360704, Object Code 53101.

LEGAL CONSIDERATIONS/SIGN-OFF:

Should the Board approved entering into a Contract with Statecraft, LLC, the County Attorney's Office will prepare the Agreement between Escambia County and Statecraft, LLC, (William "Bill" Williams).

PERSONNEL:

No direct personnel impact associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires approval of Contracts/Agreements.

IMPLEMENTATION/COORDINATION:

County Administration will coordinate with the County Attorney's Office and Statecraft, LLC, as necessary to implement.

Attachments

[ResumePage-11-17-2014-Statecraft LLC](#)

[ResumePage-12-11-2014-Statecraft LLC](#)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR DISCUSSION

1. Discussion Concerning the Confederate Flag ►

The Board took no action concerning the recommendation that the Board discuss whether it wishes to address a vote of the Board of County Commissioners on February 10, 2000, related to the Confederate Flag (this item has been rescheduled for the December 11, 2014, Meeting).

ITEMS ADDED TO THE AGENDA – COMMISSIONER GROVER C. ROBINSON, IV

1. Contract with Statecraft, LLC ►

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 4-0, with Commissioner Valentino abstaining (*and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers*), approving, and authorizing the Chairman to sign, subject to Legal sign-off, a one-year contract with Statecraft, LLC (Williams "Bill" Williams), in the amount of \$2,000 per month, to provide for strategic development of RESTORE and additional tasks, as assigned (Funding: Fund 102, Community & Environment Administration, Economic Development Cost Center 360704, Object Code 53101).

ANNOUNCEMENTS

1. For Information: The Board:

- A. Heard comments from Paul Eric Sharplin, who praised Commissioner Valentino for doing an outstanding job as County Commissioner and expressed his displeasure with the Sheriff's Office for "constantly attacking Gene on Facebook"; ►
- B. Witnessed the presentation of a plaque to Commissioner Valentino from his fellow Commissioners and County Administrator Jack R. Brown, recognizing his outstanding service as a County Commissioner in Escambia County; and ►
- C. Heard comments from Commissioner Valentino, who expressed gratitude to all those who stood by his side and worked with him during his tenure as a County Commissioner in Escambia County, including his wife, Maureen, his Aide, Dean Kirschner, his fellow County Commissioners, County Administrator Brown, County Attorney Rogers, and the citizens of Escambia County. ►

StateCRAFT

Specializing in Strategic Alliances

Proposed Scope of Services

Services.

Several RESTORE funding components such as National Fish and Wildlife Foundation and Component 2 (Council) are competitive in nature. As an example, Escambia County currently has approximately \$20 million in grant requests submitted to these two components. To successfully compete and deliver these projects requires multi-jurisdictional coordination and extensive partnerships. Statecraft, LLC proposes to provide for strategic development of these partnerships and collaboration for Escambia County.

Reporting/Billing.

Statecraft, LLC will produce a monthly Task Order to direct specific duties for each month and to be approved in advance by Community & Environment Department Director, Keith Wilkins. At the end of each month, Statecraft, LLC will submit a progress report on duties identified in the Task Order for that month.

Payment for Services.

Statecraft, LLC will be compensated at an hourly rate of \$100 per hour, not to exceed \$2,000 per month, accounted for by the half hour and billed monthly. Travel, up to \$500 per month, will be approved in advance by Community & Environment Department Director, Keith Wilkins and paid monthly.

Terms.

Statecraft, LLC proposes a twelve (12) month contract with a 60 day out, beginning upon execution of a mutually agreed upon contract.


PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-38. Approval of Various Consent Agenda Items

Motion made by Commissioner Robertson, seconded by Commissioner Robinson, and carried unanimously, approving Consent Agenda Items 1 through 38, as follows, as amended to drop Item 24 and include the date of January 3, 2015, in Item 35: ►

- 
1. Taking the following action concerning the Agreement for Professional Consulting Services with Statecraft, LLC (Funding: Fund 001, General Fund, BCC Non-Departmental, Cost Center 110201, Object Code 53101):
 - A. Approving the request by Statecraft, LLC, to include up to \$500 per month for travel expenses that was included in the Proposed Scope of Services that William "Bill" Williams submitted as backup to the RESTORE Agreement that the Board approved on Monday, November 17, 2014; and
 - B. Approving, and authorizing the Chairman to sign, the *Agreement for Professional Consulting Services* between Escambia County, Florida, and Statecraft, LLC.
 2. Taking the following action concerning the Amendment #2 to the Agreement for Drug, Alcohol, and Nicotine Testing Services (Funding: Fund 001, General Fund, Cost Center 150101):
 - A. Approving *Amendment #2 to the Agreement for Drug, Alcohol, and Nicotine Testing Services PD 11-12.002*, between Drug Free Workplaces, Inc., and Escambia County, to authorize extending the term of the Contract for an additional 90 days; and
 - B. Authorizing the Chairman to sign the Amendment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-9325

County Administrator's Report 11. 3.

BCC Regular Meeting

Discussion

Meeting Date: 11/17/2015

Issue: Keep Pensacola Beautiful

From: Steven Barry, District 5 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Discussion Concerning Keep Pensacola Beautiful - Steven Barry, District 5 Commissioner

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.
